



CITY OF SEASIDE
CITY COUNCIL

A G E N D A

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, August 16, 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. **RECOGNIZING RECORDS TECHNICIAN JEFF WILLIAMS AS THE FIRST
"SEMI-ANNUAL NON-SWORN POLICE PERSONNEL OF THE YEAR."**

B. **PROCLAMATION RECOGNIZING MR. JAMES "AKIN" MILLER**

C. PRESENTATION FROM THE TRANSPORTATION AGENCY OF MONTEREY COUNTY REGARDING THE PROPOSED NOVEMBER 2018 BALLOT MEASURE

D. MARINA & SEASIDE SAFE ROUTES TO SCHOOLS PLANNING PROJECT

E. ROAD PAVEMENT PROGRAM UPDATE

8. REPORTS FROM COUNCIL MEMBERS ON CITY FUNDED TRAINING

A. PRESENTATION FROM COUNCIL MEMBER JONES REGARDING YOUNG ELECTED OFFICIALS ANNUAL CONVENING

9. 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 AUGUST 2, 2018 AND REAPPROVE AMENDED MINUTES OF JULY 10, 2018 AND JUNE 28, 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 July 21, 2018 through August 3, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of August 2, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,979,486.83.

C. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM ORCHESTRA IN THE SCHOOLS

PURPOSE & RECOMMENDATION: The purpose of this agenda item is to approve the request from Orchestra in the Schools for a donation of One Thousand Five Hundred Dollars (\$1,500.00) from the Mayor's Youth Fund to award tuition aid to all participating students in the program.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM

PURPOSE & RECOMMENDATION: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) donation request from Seaside High School Football Team for a donation from the Mayor's Youth Fund.

E. APPROVE COALITION OF SCHOLARSHIP ORGANIZATION'S REQUEST FOR THE CITY TO CO-SPONSOR AND WAIVE FEES FOR USE OF THE LAGUNA GRANDE HALL AT OLDEMeyer FOR A FORUM ON SCHOLARSHIP OPPORTUNITIES FOR LOCAL HIGH SCHOOL SENIORS

PURPOSE & RECOMMENDATION: The purpose of this item is to approve the Scholarship Organization's (C.O.S.O.) request for co-sponsorship and fee waiver of all fees in the amount of One Thousand, One Hundred and Seventy Eight Dollars and Six cents (\$1,178.06) related to the use of the Laguna Grande Hall to hold their High School Forum on January 19, 2019.

F. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR CAMPUS TOWN DEVELOPMENT REVIEW AUTHORIZING THE CONTRACT VALUE TO BE INCREASED BY THIRTY TWO THOUSAND TWO HUNDRED AND EIGHTY DOLLARS (\$32,280) TO BE REIMBURSED BY THE DEVELOPER

PURPOSE & RECOMMENDATION: The purpose of this item is to adopt a resolution executing an amendment to the Professional Services Agreement (the "Contract") between the City of Seaside and Harris & Associates Inc, to provide Development Review of the Campus Town project. The contract value is proposed to be increased by Thirty Two Thousand Two Hundred Eighty Dollars (\$32,280).

G. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM ALHAMBRA TO CALAVERAS STREETS FOR PARK(ING)DAY ON SEPTEMBER 22, 2018

PURPOSE & RECOMMENDATION: The purpose of this item is to request that the City Council approve a resolution closing Broadway Avenue between Alhambra and Calaveras Streets for Seaside's third annual PARK-ing Day on September 22, 2018. It is recommended that this area that is adjacent to the Seaside Certified Farmer's Market be closed during the same hours 8am to 3pm for the event to be held from 10-2.

H. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF THE 600 BLOCK OF BROADWAY ON FRIDAY OCTOBER 26 FROM 5-9PM FOR THE ZOMBIE PROM EVENT.

PURPOSE & RECOMMENDATION: The purpose of this item is to approve a resolution approving the closure of the 600 block of Broadway avenue (between Hillsdale and Alhambra) on Friday, October 26 from 5-9 PM for the Zombie Prom street dance and costume party.

I. ADOPT A RESOLUTION TO ACCEPT THE 2018 – 2020 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) GRANT TOTALING \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS.)

PURPOSE & RECOMMENDATION: The purpose of this item is to adopt a resolution authorizing staff to accept the 2018- 2020 California Violence Intervention and Prevention grant totaling \$500,000.00 and incorporate into the annual budget.

J. APPROVE A RESOLUTION FOR THE PURCHASE OF MOBILE DATA TERMINALS FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$45,361.21 UTILIZING ASSISTANCE TO FIREFIGHTERS GRANT FUNDING WITH \$4,536.00 IN CITY MATCHING FUNDS.

PURPOSE & RECOMMENDATION: The purpose of this item is for City Council to consider a resolution authorizing the purchase of nine mobile data terminals for the fire department in the amount of \$45,361.21 utilizing Assistance to Firefighter Grant funding with \$4,536.00 in City matching funds.

K. ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A USE PERMIT APPLICATION WITH SEQUOIA DEPLOYMENT TO PROCEED WITH A REQUEST TO LOCATE AN UNMANNED TELECOMMUNICATION FACILITY ON SOPER FIELD PARK LOCATED AT 220 COE.

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to adopt a resolution authorizing the City Manager to execute a use permit application with Sequoia Deployment Services to process an unmanned telecommunication facility on a City owned property (Soper Field Park).

10. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE ADOPTING TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE; ALSO AN INTRODUCTION OF A RESOLUTION ADOPTING AN ADDENDUM TO THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FIRST READING - ROLL CALL VOTE).

PURPOSE & RECOMMENDATION:

The purpose of this item is to have the City Council consider text amendments to The West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide. An Addendum to the West Broadway Specific Plan Final Environmental Impact Report (EIR) has been prepared for the proposed text amendments. It is recommended that the City Council take the following actions:

1. Open the public hearing, accept public testimony/comments; and
2. Adopt a Resolution for the Addendum to the West Broadway Urban Village Plan Final EIR for the proposed text amendments in accordance with the California Environmental Quality Act Guidelines; and
3. Accept the first reading of the Draft Ordinance provided for the proposed text amendments to The West Broadway Urban Village Specific Plan and the Specific Plan Development Standards User Guide.

11. BUSINESS ITEMS

A. DISCUSS AND CONSIDER APPROVAL OF USE OF AVERY ART GALLERY FOR MONTEREY COUNTY ARTISTS OPEN STUDIO TOUR GALA RECEPTION ON SEPTEMBER 21, 2018

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to consider approval the use of the Avery Art Gallery for the Monterey County Artists Open Studio Tour Gala Reception on September 21, 2018.

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

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

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 6, 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&noplaylistskin=1&width=400&height=300>

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: August 16, 2018

**SUBJECT: RECOGNIZING RECORDS TECHNICIAN JEFF WILLIAMS AS THE
FIRST "SEMI-ANNUAL NON-SWORN POLICE PERSONNEL OF
THE YEAR."**

PURPOSE & RECOMMENDATION

The purpose of this item is to recognize Records Technician Jeff Williams as the Police Department's first Semi-Annual Civilian of the Year.

BACKGROUND

The Police Department desires to recognize employees for service above and beyond the call of duty. This item is to publicly recognize Records Technician Jeff Williams for his outstanding service and dedication as detailed in the attached memo.

FISCAL IMPACT

Budgeted under the FY 18/19.

ATTACHMENTS

1. Memo of Recommendation

Reviewed for Submission to the
City Council by:

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

Meeting Date: August 16, 2018

Craig Malin, City Manager



SEASIDE POLICE DEPARTMENT

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6748
Fax 831-899-6297
TDD 831-899-6217

Date: 07/25/2018

To: Chief Pridgen, via Chain of Command

From: Records Supervisor Cindy Garrett

Subject: Bi-Annual Non-Sworn Police Personnel Recognition Award

I recommend Records Technician Jeffrey Williams for the first Bi-Annual Civilian Recognition award.

Records Technician Jeffrey Williams has helped with so many new projects in Records. Records Technician Williams researched in how to input dog licenses into TracNet, so it would be easier to search and less paper that Records has to keep. Records Technician Williams has also updated a lot of our old forms to better serve our needs. Records Technician Williams participates in community activities when it does not interfere with his work schedule. Records Technician Williams helped me with our new uniform proposal; even on his days off he went to do research in San Jose to see what our options were. Records Technician Williams also started on his own in helping putting a "How to" binder for the new upcoming hires for the position of Records Technician. Records Technician Williams offered to BBQ for the whole department on 4th of July when all staff members had to come in to work.

Records Technician Williams has a strong work ethic and is willing to come in early or stay late when needed.

Records Technician Williams was also given an appreciation letter from Sergeant Doza. On Aug 2017, Sgt. Doza states Records Technician Williams is very proactive when it comes to assisting officers on their investigations and Sgt. Doza also mentioned he has had multiple officers come up to him to express their appreciation of Records Technician Williams.

We are lucky to have Records Technician Williams as part of our team and I recommend him for the first Bi-Annual Civilian Recognition award.

Sincerely,

/s/

Records Supervisor Cindy Garrett

City of Seaside PROCLAMATION



James Gerald “Akinwale” Miller

***WHEREAS,** James Gerald “Akinwale” Miller, was born in Kentucky on October 19, 1948 and passed away in Monterey on June 27, 2018, was a highly respected and appreciated resident of the City of Seaside for many years; and*

***WHEREAS,** Mr. Akin Miller has selflessly contributed his time, energy, and talents over the years to the social, civic, and cultural life of the City of Seaside and surrounding communities; and*

***WHEREAS,** Mr. Akin Miller spent many years as a health advocate including the annual hosting of the AIDS Awareness Booth at the Monterey County Jazz Festival; and*

***WHEREAS,** Mr. Akin Miller served on the boards of the local N.A.A.C.P. and the Monterey County Peace & Justice Center, and has given support to other organizations within the city and the community at large; and*

***WHEREAS,** Mr. Akin Miller was awarded the Monterey County N.A.A.C.P.’s African American and Civil Rights Champion Award in February 2018 at California State University Monterey Bay (CSUMB); and*

***WHEREAS,** Mr. Akin Miller was named Parade Marshall Emeritus by Monterey Peninsula Pride for his role as an elder and pioneer of LGBT rights on the Monterey Peninsula in April 2018; and*

***WHEREAS,** Mr. Akin Miller, a former Assistant Professor of Architectural Design at Howard University and an accomplished artist, shared his skills and talents over the years with many including, the Visual & Public Arts Department at CSUMB, and has gifted his personal collection of art to the City of Seaside, and his book collection to the CSUMB Library for the benefit of community.*

***NOW THEREFORE, BE IT PROCLAIMED,** that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council, do hereby recognize the service and contribution made by **James Gerald “Akin” Miller** to the City of Seaside.*

Ralph Rubio, Mayor

August 16, 2018



CITY OF SEASIDE STAFF REPORT

Item No.: 7.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: August 16, 2018

SUBJECT: ROAD PAVEMENT PROGRAM UPDATE

PURPOSE & RECOMMENDATION

Provide an update on the City's road pavement program.

BACKGROUND

The City operates and maintains approximately 62 miles of roadways. The City decreased the maintenance of city roads in 1996 in response to the significant funding cuts to Gas Tax Fund from the state in the same year. This has caused deterioration to the City's roadway infrastructures as evidenced by the increase in potholes and failed pavement sections throughout the City. However, since 2016, there is a renewed focus on the deterioration of roads which has resulted in the state legislature and citizens to approve additional funding sources with the passage of Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the state. These two funding sources are estimated to contribute about \$1.5 million per year to the City.

The City Council held study sessions for the use of these funds on April 19, 2018, June 7, 2019, and July 10, 2018 meetings. Based upon Council direction, staff developed preferred scenarios identifying the City's ability to upgrade roads using Measure X and SB1 funds. Figure 1 shows the proposed SB 1 and Measure X projects that could be funded within the next three years.

Figure 1 also shows the proposed areas that the City's new pavement patch truck will be working to make permanent repairs to potholes and failed sections of pavement. This is the preferred method of repairing roads because the temporary method currently being employed is not a good use of limited resources.

FISCAL IMPACT

There is no fiscal impact in receiving this presentation.

ATTACHMENTS

1. Figure 1 Pavement Rehab

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Figure 1: Seaside Pavement Rehabilitation Program





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: August 16, 2018

**SUBJECT: PRESENTATION FROM COUNCIL MEMBER JONES REGARDING
YOUNG ELECTED OFFICIALS ANNUAL CONVENING**

PURPOSE & RECOMMENDATION

To receive a presentation from Council Member Jones regarding her attendance at the event.

BACKGROUND

There is no staff report for this item. A verbal presentation will take place at the meeting.

FISCAL IMPACT

None.

ATTACHMENTS

1. Presentation

Reviewed for Submission to the
City Council by:

A blue ink signature, likely of Craig Malin, is written over a horizontal line.

Craig Malin, City Manager

Young Elected Officials 2018 Annual Convening

July 25 - July 30

YEO NETWORK QUICK FACTS

- Founded in 2005 by Andrew Gillum
- Over 1,200 YEOs in the network
- To join the network you must be young, elected, and identify as progressive
- YEO Network provides policy resources, trainings, leadership development
- Sponsored by People for the American Way
- YEO Network alumni have gone on to serve in higher office, at government agencies, and some worked in Presidential cabinets

What we did

- July 26th, Annual Day of Service
- July 27th, First Policy Lab
 - Short skills lab: “How to use Data to Govern, Communicate, and Gain Trust”
- July 28th, Second Policy Lab
 - Short skills lab: “Racial Justice Deliberation”
- July 29th, “The Future is Feminist” Advancing Gender Equity in the US

Day of Service



Painting Tiny Homes for the homeless



Policy Lab 1- The Future of Sustainability

- Facilitated by The Purple Aisle
 - “Civic leadership accelerator” for millennials
- 4.5 hours of intensive political theory discussions in groups of 4
- Group was tasked with identifying a problem, identifying the cause of said problem, and finding either a “programatic” or policy solution
- **Problem:**
 - “Transgender POC youth ages 18–25 have disproportionately unreliable access to clean water and fresh food because of institutional, interpersonal and structural violence”
- **Solution:** “Carmen’s Closet”

“CARMEN’S CLOSET”

Carmen’s Closet is a community program that builds the capacity of schools and other public institutions to protect, uplift, and empower trans youth of color who are homeless or at risk of homelessness. Funded in part by municipalities, Carmen’s Closet offers a suite of services such as family restoration, school counselor and librarian trainings, a fresh food and water reserve, school gardens and agriculture education programs, gender affirming clothing and hygiene products (located within discrete school and public library closets), connections to trans-inclusive job opportunities, and legal advocacy partners. Trans youth of color are critically under-resourced and overlooked, and services offered by Carmen’s Closet give trans youth of color the best chance at living happy and healthy lives.

CONNECTION TO SUSTAINABILITY: Expands life expectancy, economic security and access to fresh food and water for trans youth.

Policy Lab 2- The Future of Economic Justice

- Facilitated again by The Purple Aisle
- Group was made up of Commissioners, City Councilmembers, and state representatives
- **PROBLEM:**
 - Took the average of all our communities to identify fictional City
 - “Property taxes are rising in a historically POC neighborhood as a byproduct of new luxury high-rise developments, all while wages remain the same. Long-time residents are at risk of losing their homes.”
- **SOLUTION:** “Project Access”

“PROJECT ACCESS”

- **SOLUTION:** “Project Access is a comprehensive package of policies funded through tax increment financing in new luxury developments in the affected neighborhood(s). It gives long-time residents access to:
 - First Time Homeownership Programs
 - Apprenticeship Programs linked to industry demands
 - This also draws upon Department of Labor \$\$
 - Property Tax Caps for long-time residents
- **“Participatory Budgeting”** Residents in the affected areas decide what the tax cap threshold will be, how much money will be allocated to the Apprenticeship Program, and who will qualify for the First-Time Homeownership Program.
- **IMPACT:** Long-time residents of the neighborhood are able to continue to afford to live in their homes. Long-time renters have first-pick and access to buying homes. Creates a thriving mixed-income and diverse neighborhood where young people have a clear pathway to high-skill and high-paying jobs.



mariahforathens
W Seattle









DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, August 2, 2018
7:00 PM

1. **CALL TO ORDER**

The meeting was called 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**

Pastor Murray led the invocation and Mayor Pro Tem Alexander led the Pledge of Allegiance.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Stephanie Booth spoke for Public Water now indicating their petition qualified as a ballot measure to require a feasibility study for a publicly owned water source.
- Helen Rucker spoke to people being passionate about voting, about when registered to vote and since that time she has voted in every election.
- Peter Keiser hoped that the November election candidates are ministers of God and to protect the sanctity of the bible and biblical teachings.
- Pastor Ken Murray questioned if the bathrooms at Cutino Park will be open during the football season.

Recreation Superintendent Meewis indicated that the construction for ADA improvements to the restrooms has commenced and they will be non-operational until the renovation is complete.

6. **PUBLIC AGENCY COMMUNICATIONS**

Sharon Mikesell from Economic Development spoke to the Seaside Farmer's market every Saturday from 10 - 2 on Broadway Avenue and also introduced Seaside's Hard Working Truck show on August 24th, from 4-7. Mayor Rubio reported the City will receive a Beacon Award Gold for achieving 60% energy savings.

7. **PRESENTATIONS**

A. **PRESENTATION OF JULY 2018 HOUSE OF THE MONTH**

Mayor Rubio and Building Official David Little and NIPC Staff Liaison presented the winner of the House of the Month for July 2018.

B. **PRESENTATION BY THE SEASIDE POLICE DEPARTMENT TO RECOGNIZE
RECENTLY RETIRED OFFICER DEXTER JOHNSON FOR HIS CONTRIBUTIONS TO**

THE SEASIDE POLICE DEPARTMENT

This item was continued to a future meeting.

C. PRESENTATION BY THE SEASIDE POLICE DEPARTMENT TO RECOGNIZE SEASIDE POLICE DEPARTMENT'S FIRST OFFICER OF THE QUARTER

Detective Jorge Enriquez and Police Chief Pridgen presented the first officer of the Quarter award to Detective Kevin Miller.

8. CONSENT CALENDAR

Mayor Rubio invited comments from the public on the Consent Agenda and had no requests to speak. Council Member Campbell requested item H to be pulled from the agenda.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the Consent Agenda as presented with the exception of item H.

RESULT: **Approved**

AYES: None

NOES: None

A. APPROVE MINUTES OF JULY 5, 2018 AND JULY 19, 2018

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT

Action: Approved

D. APPROVE A FEE WAIVER FROM CENTRAL COAST BOMBERS FOR THE USE OF SOPER FIELD AND METZ FIELD

Action: Approved

E. AUTHORIZE THE USE OF \$81,284.00 IN EXCESS FUNDS FROM AN ASSISTANCE TO FIREFIGHTERS REGIONAL GRANT FOR THE PURCHASE AND INSTALLATION OF COMMUNICATIONS EQUIPMENT FOR THE FIRE DEPARTMENT WITH \$8,128.00 IN CITY MATCHING FUNDS.

Action: Approved and adopted Resolution 18-76

F. APPROVE A RESOLUTION ALLOWING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE TO CALAVERAS STREETS ON FRIDAY, AUGUST 24 FROM 3PM TO 8PM FOR SEASIDE HARD-WORKING TRUCK SHOW

Action: Approved Resolution 18-77

G. APPROVE A RESOLUTION TO PURCHASE A TURF MOWER IN THE AMOUNT OF SEVENTY FOUR THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$74,767.93)

:

Action: Approved Resolution 18-78

H. APPROVE CITY COUNCIL LIAISON APPOINTMENTS

Council Member Campbell requested to be appointed as the Environmental Committee Liaison instead of the Homeless Committee. Mayor Pro Tem Alexander requested to serve as the Planning Commission Liaison. Mayor Rubio invited comments from the public and had no requests to speak.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dennis Alexander and passed by the following vote the City Council Approved the appointments of Council Member Campbell to the Environmental Committee, Mayor Pro Tem Alexander to the Planning Commission, Council Member Jones to the Homeless Committee and Art and History Committee and Council Member Pacheco to the Neighborhood Improvement Commission.

RESULT: **Approved**

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

NOES: None

9. BUSINESS ITEMS

A. CONSIDER ACCEPTANCE THE FISCAL YEAR 2018 – 2020 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) GRANT TOTALING \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS.)

Recreation Superintendent Meewis reported on the 2018 Cal VIP grant application and proposed grant award of \$500,000 toward youth violence prevention. He explained that 50% of funds are mandated for Community Based Organizations (CBO) and a dollar for dollar 100% cash or in kind match is required. If the Council approves acceptance of the grant, action will be brought back amending the City 18-19 budget. Mayor Rubio invited comments from the public and had no requests to speak.

Mayor Rubio spoke to the successful lobbying efforts to retained expand this funding on a State level.

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 accepting the 2018-20 Cal VIP grant totaling \$500,000 and directed staff to return with budget amendments to incorporate the grant fund expenditures.

RESULT: **Approved**

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

NOES: None

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

Council Member Pacheco request the meeting be closed in honor of Manuel Avila who worked 31 years for the City of Seaside Public Works department. Council Member Jones requested to give a report on the Young Elected Officials annual convening. She also requested the City Manager to consider requesting the Recreation department provide classes for financial literacy. Mayor Pro Tem Alexander requested that staff please connect with Seaside High School regarding SeaStar Park clean up days.

11. ADJOURNMENT

The meeting was closed in honor of Manuel Avila at 7:47 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
COUNCIL CHAMBER
Thursday, June 28, 2018
5:30 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 5:30 PM

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

PRESENT: Alexander, Campbell, Pacheco, Rubio

ABSENT: Jones

3. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- A resident requested additional transparency regarding Closed Session agenda items pertaining to litigation. He expressed frustration with parking enforcement and requested clarification of who was paying for the 4th of July firework display.
- LisAnne Sawhney also thought the golf course developer would be paying for the fireworks display and also expressed concern regarding potential lawsuits, amount of notice required for meetings, about the bond conversion to the parking authority and concern that fire trucks cannot get through Yosemite and encouraged parking enforcement.

4. **BUSINESS ITEMS**

A. **ADOPT A RESOLUTION AFFIRMING THE CITY'S OBLIGATION FOR A 35 ACRE COMMUNITY PARK IN POLYGON 18 AS NOTED ON BASE REUSE PLAN FIGURE 4.3-2**

City Manager Craig Malin presented the item and provided a brief presentation on the background on this project. Mr. Malin further explained the City receipt of a letter from Attorney Erickson representing Keep Fort Ord Wild, referencing concerns of making affordability enforceable, working within the existing foot print of the Nurses Barracks both horizontal and vertical and ensuring the remaining 35 acres of land be a community park. Mr. Malin explained the project scope and size, and that the transformation of blighted property into affordable housing is consistent with the public's interest and the goals of the City Council; doing so with any environmental degradation and tree preservation built in to the project.

Since that letter, Mr. Glover has given the City a letter withdrawing his approval of the Purchase and Sale Agreement. It is prudent for the City to withdraw the Purchase and Sale Agreement and the Notice of Exemption related to the potential future project. Mr. Malin answered questions from the Council. The Council discussed their position for a 35 acre park and the City's current ownership status of the land.

Mayor Rubio invited comments from the public.

- Felix Bachofner spoke in support of the City validating the fact that we are supposed to create a 35-acre park on "Polygon 18" and spoke against holding special meetings.
- A resident asked if we are required to create the park, who would maintain it and at what

costs.

- A resident stated it would be nice to have the General Plan available in the Chambers and questioned why the City is negotiating with developers before they even own property and inquired if we are working with specific developers exclusively.

Mr. Malin answered questions from the public. He clarified that if the Council approves the resolution, he is expecting this to be a passive/natural park. Mr. Malin addressed the question regarding timing of this meeting, and efforts to limit the liability for a project that was seeking to turn blighted structures into affordable housing.

Council Member Campbell requested the resolution to be corrected 40 acres consistent with the Base Reuse Plan and referenced in the exhibit to the letter identified Polygon 18. Council Member Pacheco commended Mr. Glover his attempt to turning a blighted area into affordable housing.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following roll call vote the City Council adopted resolution affirming the City's obligation for a 40-acre community park in Polygon 18 as noted on Base Reuse Plan figure 4.3-2

RESULT:	Approved
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	Ralph Rubio
ABSENT:	Kayla Jones

B. CONSIDER RESOLUTION 18- 69 TO RESCIND THE 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 AND RESCIND THE CALIFORNIA ENVIRONMENTAL QUALITY ACT NOTICE OF EXEMPTION

Mr. Malin read a letter from Mr. Al Glover. Mayor Rubio invited comments from the public.

- A resident questioned if the City had issued an RFP for the site and if any other bids were received. He questioned why if Mr. Glover has rescinded the agreement why we would still honor the Exclusive Negotiating Agreement.
- Felix Bachofner spoke about this being put on hold but understands the need to protect against potential litigation; he suggested putting out an RFP to see if anybody else is interested in it at a higher price.
- LisAnne Sahwny spoke on her outlook of the parcel; stating that by referencing FORA documents, the parcel looks like a much larger than stated. She also encouraged Council to pursue an RFP.

Mayor Rubio clarified that this was a competing non-solicited proposal; stating there were others interested, but this is the proposal chosen. Council Member Campbell indicated that he believes the developer will re-engage the City in the future.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following roll call vote the City Council approved resolution 18-69 rescinding the purchase and sale agreement between the City of Seaside and Alfred P. Glover.

RESULT:	Approved
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	Ralph Rubio
ABSENT:	Kayla Jones

5. ADJOURNMENT

On motion, the meeting was adjourned at 6:30 PM

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
COUNCIL CHAMBER
Tuesday, July 10, 2018
4:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 4:00 p.m.

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

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **PUBLIC COMMENT**

There were no public comments.

4. **FIELD TRIP**

City Engineer, Rick Riedl, presented the item, providing a brief presentation and background of the project. Riedl explained the contents of the agenda packets; siting descriptions of the recommended projects and described the compiled map and procedural requirements for the tour. On question, Mr. Riedl provided explanation of Measure X, Measure SB1 and bonding.

Council adjourned to field trip at 4:15 PM.

5. **STUDY SESSION**

A. **STUDY SESSION ON STREETS REPAIR PROJECTS TO BE FINANCED BY MEASURE X AND SB1**

The City Council reconvened the Special Meeting at 5:40 PM.

Mayor Rubio invited comments from the public.

- Mitt Sawhney thanked staff for the tour, stating that the streets need a lot of repair. He inquired if the City had ever considered placing retaining walls every few blocks down the hill as well as prohibiting heavy vehicles on General Jim Moore to maintain the streets.
- Ian Oglesby encouraged the Council ensure storm drains are taken care of and questioned when the next street evaluation will take place.

Mayor Rubio spoke positively about the tour and the proposed street maintenance priorities and requested modification to include the section from San Pablo from Mescal down to Yosemite and the intersection at Ord Grove; citing the square patch between the stop sign. Council Member Pacheco agreed that in general, it is a good plan and understands that we have to protect the streets in fair condition so they don't fail. Pacheco inquired feasibility for CDBG funding to be used to add additional streets, specifically Fremont from Wheeler to Kimball. Council Member Campbell concurred and requested staff to return with a plan for improvements on Kimball. Mr. Campbell also inquired about adding franchise fees from MST if they are causing street damage or other impact fees.

Mayor Rubio pointed out that it is up to the City Council to set the priorities, adding that they have set money aside in the reserves for capital improvements and it is up to the Council how they structure the program. Mr. Riedl spoke to past and future grant funding that has funded street

improvements. Mayor Pro Tem Alexander also thanked staff for the tour and stressed that the rating system is important for the public to be aware of and stated he learned a lot about the road conditions.

Mayor Rubio requested staff to return with an overlay of the bus routes and what kind of effect it has on roads and the rating on those streets; also distinguishing which may be eligible for CDBG funding for the next grant cycle.

6. ADJOURNMENT

On motion, the meeting was adjourned at 6:05 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Travis Foster, Assistant Finance Director

DATE: August 16, 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 July 21, 2018 through August 3, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of August 2, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,979,486.83.

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:

- \$616,478.15 for Payroll and benefits.
- \$24,586.16 to California-American Water for City water consumption (multiple service addresses) from 6/22/2018 - 7/23/2018.
- \$17,248.88 to Community Human Services for request #3 for FY 2017/18.
- \$10,987.90 to John C. Gemma for (110) Microsoft Windows 7 VDA license for 1 year.
- \$20,233.75 to Monterey County Convention & Visitor's Bureau for jurisdiction improvement investment for FY 2018/19 Quarter 1 (July - September).

- \$49,831.53 to U.S. Bank - Calcard for City employees' credit card transactions from 5/22/2018 - 6/22/2018.
- \$131,329.40 to Miracle Playsystems, Inc. for playground equipment for the Robert's Lake play area.
- \$20,000.00 to Stamp/Erickson Attorney for Keep Fort Ord Wild settlement agreement.
- \$699,139.46 to Wells Fargo Bank, N.A. for Seaside Pension Obligation Bond (2007 Series A) payment for FY 2018/19.

The remaining checks, totaling \$389,651.60 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 impact associated with this action.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: August 16, 2018

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM ORCHESTRA IN THE SCHOOLS**

PURPOSE & RECOMMENDATION

The purpose of this agenda item is to approve the request from Orchestra in the Schools for a donation of One Thousand Five Hundred Dollars (\$1,500.00) from the Mayor's Youth Fund to award tuition aid to all participating students in the program.

BACKGROUND

Orchestra in the Schools (OITS) is the only beginning children's symphony orchestra on the Monterey Peninsula, providing high quality instruction to beginner musicians. Students perform a broad range of classical compositions simplified for young people.

According to the information provided by OITS the full orchestra played at the City of Seaside's Winter Wonderland and Tree Lighting event, along with performing in the Annual Community Luncheon held each December.

The funds will be used for providing tuition aid to all students. The cost per student is One Thousand One Hundred Dollars (\$1,100.00). OITS charges Five Hundred and Fifty Dollars (\$550.00) per student. By offering this aid, Orchestra in the Schools can reach a great number of underprivileged children who desire to learn the art of music. This contribution from the Mayor's Youth Fund will help to provide the tuition aid needed for 17 students enrolled from the City of Seaside.

OITS last received a contribution of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund at the February 02, 2017 City Council meeting.

FISCAL IMPACT

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

Youth Fund.

ATTACHMENTS

1. MYF Request Packet - Orchestra in the Schools - 2018
 2. W-9- Orchestra in the Schools - 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

MAYOR'S YOUTH FUND POLICY

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

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D. number) and a current W-9 form.

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

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

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

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

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

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Orchestra in the Schools, Inc.

Address: 2035 Cross Street, Seaside, CA 93955

Email: rivera.cathy@gmail.com

Phone Number: Home N/A _____ Work N/A _____ Cell (831) 915-7260 _____

Name of Individual: Catherine E. Rivera

% Residents or Students of Seaside: 26%

of Participants; 17 _____

Ages: 9-15 _____

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic	_____
Athletic	_____
Music	<u> X </u>
Environmental	_____
Art	_____

Is funding a reward for one of these activities?

Yes, Orchestra in the Schools, Inc. is an afterschool music program that teaches children, grades 3-10, how to play orchestral instruments, read music, and perform with the orchestra. We also offer guitar instruction.

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

See Attachment

Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

See Attachment

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

See Attachment

*Total Amount Requested: (See Contribution limits) \$1,500

Funding Requirements

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.

- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

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

MYF Policy Revised March 2018

2017-2018 Description of Event

Orchestra in the Schools (OITS) is the only beginning children's symphony orchestra on the Monterey Peninsula, providing high quality small and large group instruction to beginner musicians. Our students perform a broad range of famous classical compositions simplified for young people. Notably, OITS graduates serve as the major source of new musicians for Youth Music Monterey County's Junior Youth Orchestra and its highly talented Honors Youth Orchestra. In November, 2012, in an effort to reach more students in other areas of the Peninsula a new location was added at Monterey International School in Seaside.

Since 1988, we have taught over 1800 children to play a musical instrument and experience the joy of participating in an orchestra. Many children begin with no musical knowledge and then perform with the full orchestra just months later. The children are assembled together, from their small group instruction, to perform as an orchestra. The joy in their eyes and the smiles on their faces as they hear their instruments combine to make beautiful symphonic music tells the entire story.

Orchestra in the Schools believes that all children deserve this enriching opportunity. We recognize that children who build their confidence through the rigor and cooperation required to produce music together will become adults who understand the value of perseverance, appreciate artistic beauty and practice responsibility, helping to make the world a better place.

Description of how the use of the funds will be specifically used for the youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

Tuition aid is awarded to all students – per students cost is \$1100, we charge \$550 per student thus providing \$550 of aid to each student. By offering this aid, Orchestra in the Schools can reach a great number of underprivileged children who desire to learn the art of music. These funds are used to provide high quality music instructors/professionals who teach small group and perform with the students in the full orchestra. This contribution from the Mayor's Youth fund will help to provide the tuition aid needed for the 17 students we have enrolled from the City of Seaside.

We practice and promote recycling with our old sheet music, packaging of snacks and drinks and where ever we can support it.

Provide description and/or explanation of what your particular event will do to provide a municipal benefit to the City of Seaside. See Mayor's Youth Fund Contribution Policy.

Children who participate in Orchestra in the Schools learn how to co-operate with other, leadership, and follow instructions to create an orchestra. This contribute to the growth of good citizens for the Seaside community bringing together children, parents, friends, and community members to celebrate and enjoy the benefits of creating music together.

Currently the ensembles from Orchestra in the Schools are scheduled to play at the following events for the City of Seaside:

- 1) Our Winter Concert will be performed at the International School of Monterey, located at 1720 Yosemite Street, Seaside. This will feature Beginning/Intermediate Guitar, Beginning Strings, Beginning Band, String Quartet, Symphonic Orchestra and the Advanced Orchestra.**
- 2) The OITS Guitar Class will perform at the Winter Wonderland Snow Festival and Tree Lighting Event. They will perform 30 minutes.**
- 3) The OITS String Quartet at the Oldemeyer Center in Seaside: Annual Community Holiday Luncheon. The they will perform 30 minutes.**

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Orchestra in the Schools, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► 501(c)3	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 1669	Requester's name and address (optional)
6 City, state, and ZIP code Monterey CA 93942	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	6	-	4	2	7	1	9	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► James P. Adetti	Date ► 8/3/18
-----------	---	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

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

DATE: August 16, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM**

PURPOSE & RECOMMENDATION

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) donation request from Seaside High School Football Team for a donation from the Mayor's Youth Fund.

BACKGROUND

Seaside High School Football Team is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to cover the cost for new equipment for Junior Varsity and Varsity. Through their football program, players are taught character development and important life skills. The number one goal is that their young men will be better students and grow up to be exceptional young men in the community. In addition, their football games bring the community together.

In reference to the city's goals of recycling and maintaining a healthy environment, recyclables such as equipment, are either traded in for new equipment or taken to the MRWMD for reuse or recycling purposes. In addition, plastic bottles, glass bottles and cans are collected after each football game and daily throughout the year around campus.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. Seaside High School Football Team received their last donation at the August 17, 2017 City Council meeting.

ATTACHMENTS

1. MYF request from SHS Football Team 2018
-

Meeting Date: August 16, 2018

MAYOR'S YOUTH FUND POLICY

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

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

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

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

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

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

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

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside High School Football

Address: 2200 Noche Buena St. Seaside, CA 93955

Email: aavila@mpusd.k12.ca.us

Phone Number: Home 8 Work (831) 392-3530 ^{ext 2003} Cell (831) 582-8904

Name of Individual: Alfred Avila, Head Varsity Football Coach

% Residents or Students of Seaside: 100 %

of Participants: 80

Ages: 14-18

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic _____
Athletic X
Music _____
Environmental _____
Art _____

Is funding a reward for one of these activities?

NO

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

The Seaside High Football team's mission is to teach our football players to be men of character and men who serve others. We help our athletes learn life skills and the importance of achieving excellence in and out of the classroom.

Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

We are requesting funds to purchase new football helmets. We recycle old helmets while we keep some of the parts. We also recycle cans and bottles all year round, as well as scrap metal from the weight room.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

We have applied for grants from the yellow brick road, pebble beach foundation and USA football. We also plan on holding fundraisers throughout the year, including a Krispy Kreme fundraiser, candy bar and clam chowder fundraiser. We also have a golf tournament fundraiser planned for the end of July.

*Total Amount Requested: (See Contribution limits) \$3,000

Funding Requirements

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.

- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

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

MYF Policy Revised March 2018

July 1, 2018

Mayor's Youth Fund
Recreation Services, City of Seaside
986 Hilby Avenue
Seaside, CA 93955

Attn: Nancy Towne

To Whom It May Concern,

Our Seaside High School football team has positively impacted our community for years. The foundation of our program is not just football. It is teaching young men how to be "men of character" and "men who serve others". Through our football program, the players are taught character development, life skills and the importance of achieving excellence both in and out of the classroom. Our program includes weekly study hall sessions with an academic tutor, student leadership meetings, character building workshops, and a character retreat for both players and coaches. Our program emphasizes family involvement because we believe it is important that we get everyone involved in helping the athlete to be the best person he can be. We are proud to have a program that has turned out many outstanding citizens for this community and surrounding communities.

With limited economic support from the school and district, every year we must fundraise and seek donations to keep our program going. Without these funds, our program could not exist and our athletes would not have the opportunity to play football. Our current fundraising efforts are targeted towards purchasing new helmets, uniforms, shoulder pads, girdles, sleds and knee pads. The contribution we are requesting from you will be used specifically to help purchase a set of new helmets for our varsity football team. Recently, it has come to our attention that the helmets we currently have are rated the worst by the NFL and are banned by the NFL and collegiate teams. However, because they are still allowed in high school, our school district will not pay to replace them. We take safety very seriously and consider this a priority to replace and upgrade our helmets so we are raising money to replace them.

Sincerely,



Alfred J. Avila
Seaside High School
Head Football Coach

SEASIDE HIGH FOOTBALL PROPOSED PROGRAM BUDGET

Organization Name: Seaside High School Football

Program Date: August 1, 2018-July 31, 2018

Request to: City of Seaside Mayor's Youth Fund

Income:	Sources of Funds:					Actual
	<u>Mayor's Youth Fund</u>	<u>Proposals</u>	<u>Committed Funds</u>	<u>Program Revenue</u>	TOTAL	
Mayor's Youth Fund	\$3,000				\$ 3,000	
Yellow Brick Road		\$1,000			\$ 1,000	
USA football equip. grant		\$1,000			\$ 1,000	
Pebble Beach Foundation grant		\$5,000			\$ 5,000	
Candy Fundraiser				\$3,000	\$ 3,000	
Clam Chowder Fundraiser				\$4,000	\$ 4,000	
Krispy Kreme Fundraiser				\$3,000	\$ 3,000	
Community Letter Drive				\$2,000	\$ 2,000	
Golf Tournament				\$5,000	\$ 5,000	
Coaching Stipends- MPUSD			\$5,000		\$ 5,000	
	\$3,000	\$7,000	\$5,000	\$17,000	\$32,000	

Expenses:	<u>Mayor's Youth Fund</u>	<u>Other Proposals</u>	<u>Committed Funds</u>	<u>Program Revenue</u>	TOTAL	<u>Actual</u>
Uniforms:						
Varsity Game Uniforms		\$3,000		\$4,000	\$7,000	
Spirit Packs: Shirt, shorts				\$1,000	\$1,000	
Practice Jerseys X 60				\$ 600	\$ 600	
Equipment:						
Mouth guards				\$ 400	\$ 400	
Helmets X 50	\$3,000	\$3,000		\$4,000	\$10,000	
Equipment package				\$6,000	\$6,000	
Other:						
Character Retreat fees		\$1,000			\$1,000	
& transportation						
Coaching Stipends			\$5,000		\$5,000	
HUDL subscription				\$1,000	\$1,000	
	\$3,000	\$7,000	\$5,000	\$17,000	\$32,000	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) > K-12 SCHOOL DISTRICT	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts established outside the U.S.)
5 Address (number, street, and apt. or suite no.) PO BOX 1031 or 700 PACIFIC STREET	Requester's name and address (optional)
6 City, state, and ZIP code MONTEREY, CA 93942-1031 or 93940	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
OR									
Employer identification number									
7	7	-	0	3	2	0	7	1	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person > <i>B. W. Miller</i> CSU	Date > 8/1/16
-----------	---	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: August 16, 2018

**SUBJECT: APPROVE COALITION OF SCHOLARSHIP ORGANIZATION'S
REQUEST FOR THE CITY TO CO-SPONSOR AND WAIVE FEES
FOR USE OF THE LAGUNA GRANDE HALL AT OLDEMAYER FOR
A FORUM ON SCHOLARSHIP OPPORTUNITIES FOR LOCAL HIGH
SCHOOL SENIORS**

PURPOSE & RECOMMENDATION

The purpose of this item is to approve the Scholarship Organization's (C.O.S.O.) request for co-sponsorship and fee waiver of all fees in the amount of One Thousand, One Hundred and Seventy Eight Dollars and Six cents (\$1,178.06) related to the use of the Laguna Grande Hall to hold their High School Forum on January 19, 2019.

BACKGROUND

The Coalition of Scholarship Organizations (C.O.S.O.) is planning their annual High School Senior Forum on January 19, 2019 at the Oldemeyer Center in the Laguna Grande Hall. They are requesting that the City co-sponsor and waive all fees associated with this event. The purpose of this forum is to introduce local seniors to scholarship organizations and opportunities on the Monterey Peninsula.

C.O.S.O. is comprised of several local non-profit organizations including the Monterey Peninsula Branch NAACP, Alpha Kappa Alpha Sorority, Kappa Alpha Psi Fraternity, Seaside Kiwanis Club and Seaside Rotary Club. Since they are a coalition of several organizations they do not have non-profit status or insurance coverage and are requesting city co-sponsorship for this event. The City Council has approved this fee waiver request for the last twelve years.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Meeting Date: August 16, 2018

Laguna Grande Hall 9 Hours @ \$102.25	\$ 920.25
Non-Refundable Portion Deposit	\$ 147.81
<u>Insurance</u>	<u>\$ 110.00</u>
TOTAL	\$1,178.06

ATTACHMENTS

1. COSO Fee Waiver 2019

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Ruthie Walter Organization COSO
Address 950 Ave. of Seaside, CA 93955
Street City State Zip
Home Phone 394-3543 Cell Phone 394-5622 Email Address on file

Room(s) Requested Conf. Eugene H. Anderson

Day(s) and Date(s) Requested Saturday Jan. 19-20/19

Hours Requested (include set-up time) 6AM - 3PM Estimated Attendance 150

Description of Event Hugh Schoenborn Forum

Special Instructions or Equipment to Be Brought In _____

Reason for Requesting Fee Waiver

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

If so, what was the date of your event? Jan - 18 27-20-18

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? 27-2264813

Is organization able to provide liability insurance? NO

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

Applicant Signature Ruthie Walter Date 7-24-18

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

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



PERMIT TO USE LAGUNA GRANDE HALL

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

Name of Applicant Ruthie Watts Organization COSO
Address 95 Stowe Ct Seaside, CA 93955
Street City State Zip
Home Phone 944-3544 Cell Phone 320-5622 Email Address on file

Day(s) and Date(s) Requested Jan. 19 - 2019

Hours Requested (include set-up time) 6 AM - 3 PM Estimated Attendance 175

Description of Event High School Forum

Special Instructions or equipment requested _____

Requested Use of ☐ Podium ☐ Coffee Pot ☐ Microphone ☐ US & California Flag
*Projectors and other electronic equipment including extension cords are not available for use

	YES	NO		YES	NO
Is event open to the public?	☒	☒	Will refreshments be served?	☒	☐
Will admission be charged?	☒	☐	Will refreshments sold?	☐	☒
Are you a non-profit organization?	☒	☒	Will you be using the kitchen?	☒	☐
Will there be music?	☐	☒	Will alcohol be served?*	☐	☒
Live music or DJ?	_____		Will alcohol be sold?*	☐	☒
Name, of DJ or band:	_____				

* Alcohol is prohibited at youth oriented events.

DJ or band phone number and address: _____
Work Phone Cell Phone
Street City State Zip

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

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

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

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

Applicant Signature Ruthie Watts Date 7-24-18

FOR OFFICE USE ONLY			
Deposit:	_____	Amount Paid:	_____
Hourly Fees:	_____	Date:	_____
Insurance:	_____	Balance Due:	_____
Alcohol Deposit:	_____	Balance Due Date:	_____
Total Fees:	_____		



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: August 16, 2018

SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR CAMPUS TOWN DEVELOPMENT REVIEW AUTHORIZING THE CONTRACT VALUE TO BE INCREASED BY THIRTY TWO THOUSAND TWO HUNDRED AND EIGHTY DOLLARS (\$32,280) TO BE REIMBURSED BY THE DEVELOPER

PURPOSE & RECOMMENDATION

The purpose of this item is to adopt a resolution executing an amendment to the Professional Services Agreement (the "Contract") between the City of Seaside and Harris & Associates Inc, to provide Development Review of the Campus Town project. The contract value is proposed to be increased by Thirty Two Thousand Two Hundred Eighty Dollars (\$32,280).

BACKGROUND

On February 6, 2017, the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside entered into a Purchase and Sale Agreement (PSA) with KB-Bakewell Seaside Venture, LLC (Applicant) for the development of land on the former Fort Ord, commonly referred to as the Surplus II and the 26 Acre Site parcels.

On July 12, 2018, the City of Seaside entered into a contract for Twenty Three Thousand Seven Hundred Twenty Dollars (\$23,720) with Harris & Associates to provide initial development review services for the Campus Town project. The scope of contract services include review of the following development documents:

1. Prepare written review comments on grading, street design, storm drains, and sewer utilities as may be shown in the vesting tentative map.
2. Prepare written review comments on the vesting tentative map in accordance with the Map Act.
3. Prepare written review comments on the Stormwater Control Plan.
4. Certify that the Stormwater Control Plan is in accordance with Central Coast Regional

Water Quality Control Board (CCRWQCB) Low Impact Development Standards, as outlined in Resolution No. R3-2013-0032.

5. Conformance of EIR elements to the State of California Environmental Quality Act (CEQA) guidelines.

To date, Harris and Associates has attended two meetings and submitted comments on their review of items one through four above. On August 1, 2018, Harris & Associates submitted a letter requesting a scope of work and budget amendment to the Contract. The letter cited two (2) primary reasons, which are outlined below, justifying their request.

1. Additional Reviews. To expedite the review process, the initial scope of work included one review of the Campus Town Project documents. As anticipated, the complexity and size of the project has resulted in a number of comments regarding the first draft of the documents, and additional reviews are necessary.
2. Additional Meetings. The original scope of work included attendance at two (2) meetings. Two additional in-person meetings are anticipated and included in the budget amendment.

Staff has reviewed Harris & Associates' request and determined that the requested budget augmentation is justified based upon the complexity of the project additional reviews and meetings are necessary. Therefore, it is recommended that the City Council adopt a resolution authorizing the City Manager to execute an amendment for Thirty Two Thousand Two Hundred Eighty Dollars (\$32,280) to the Professional Service Contract with Harris & Associates to continue Campus Town development review. This would increase the total contract value to Fifty Six Thousand Dollars (\$56,000).

ENVIRONMENTAL COMPLIANCE

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

FISCAL IMPACT

Approval of this Amendment will have no financial impact to the City's General Fund. Under Section 5.7 of the PSA, the Developer (KB-Bakewell Seaside Venture, LLC) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the PSA through a Reimbursable Cost Escrow Account. Reimbursable expenses include but are not limited to the costs of staff review of Developer submittals and the costs of consultants retained by City in order to process General Plan amendment, Specific Plan approval, vesting tentative and final subdivision maps, grading and subdivision improvement plans and environmental documents.

ATTACHMENTS

1. Resolution_CampusTown_HARRIS_Amend1
 2. Contract Amendment
 3. Purchase & Sale Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, INC. FOR DEVELOPMENT REVIEW SERVICES FOR THE CAMPUS TOWN REDEVELOPMENT PROJECT AND AUTHORIZING THE CONTRACT VALUE TO BE INCREASED BY THIRTY TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$32,280)

WHEREAS, On February 6, 2017, the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside entered into a Purchase and Sale Agreement with KB-Bakewell Seaside Venture, LLC (Applicant); and

WHEREAS, on May 17, 2018, the City selected Harris & Associates to provide professional services; and

WHEREAS, on July 12, 2018, the City of Seaside entered into a Professional Services Agreement with Harris & Associates, Inc. to provide Development Review services for the Campus Town Vesting Tentative Map, Stormwater Control Plan, Draft Environmental Impact Report and Development Agreement provided by the project applicant for the proposed Campus Town project in an amount of Twenty Three Thousand Seven Hundred Twenty Dollars (\$23,720); and

WHEREAS, the City desires to move forward with the review process; and

WHEREAS, per the terms of the Sale and Purchase Agreement, KB-Bakewell Seaside Venture, LLC shall reimburse the City of Seaside for expenses incurred for reviewing the vesting tentative map, improvement plans, and development agreement documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute an amendment to the Professional Services Agreement with Harris & Associates, Inc. attached hereto as Contract Amendment #1 to increase the contract amount by Thirty Two Thousand Two Hundred Eighty Dollars (\$32,280) for a total contract value of Fifty Six Thousand Dollars (\$56,000).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of August 2018, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton, City Clerk

CONTRACT AMENDMENT #1
SEASIDE CAMPUS TOWN CENTER DEVELOPMENT PROJECT
City of Seaside

Date: August 16, 2018

Change Requested by: X City Consultant

Contract Date

Project Name

July 12, 2018

Seaside Campus Town Center Development Project

To (Consultant): Harris & Associates, 2 Salinas Street, Suite B, Salinas, CA 93901

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services."**

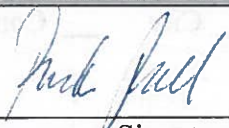
Consultant shall perform the tasks described and set forth in Exhibit A, and Exhibit A1, hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, and Exhibit A1.

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

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, and Exhibit A1, hereto.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$23,720.00	\$0.00	\$32,280.00	\$56,000.00
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
17 months	December 31, 2019	0	December 31, 2019

CONTRACT AMENDMENT #1
SEASIDE CAMPUS TOWN CENTER DEVELOPMENT PROJECT
City of Seaside

SUBMITTED BY:		
	Rick Riedl City Engineer	August 7, 2018
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank S. Lopez Director, Engineering Services	8/7/2018
Signature	Name and Title	Date

Original Contract Amount	Previous CCO Total (not including this CCO)	This CCO Total	Revised Contract Amount
\$23,750.00	50.00	\$23,750.00	\$23,750.00
Original Contract Time	Original Completion Date	CCO Due To Date (including this CCO)	Revised Completion Date
2 months	December 31, 2019	0	December 31, 2019



August 1, 2018

Rick Riedl, City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Development Review Services for the Seaside Campus Town Center Development Project – Amendment #1

Dear Mr. Riedl:

Thank you for the opportunity to provide development review services to the City of Seaside regarding Seaside Campus Town Center Development Project. We initially submitted a proposal to assist the City with review of this application, however, the fee that was submitted only covered a small portion of our effort; this was done so we can quickly assist the City with this important project. The following services are included with this proposal.

SCOPE OF SERVICES

The Harris Team will provide review of the Campus Town Center Development Vesting Tentative Map (VTM), corresponding Stormwater Control Plan (SCP), the Draft CEQA document, and Development Agreement. Our review of the documents will include:

- Conformance of plans to City Engineering Standards and Municipal Code.
- Conformance of the VTM to the Subdivision Map Act.
- Evaluation of Stormwater Control Plan for conformance to requirements of attachment 1 of Resolution R3-2013-0032 of the Central Coast Regional Water Quality Control Board.
- Conformance to the State of California Environmental Quality Act (CEQA) guidelines.

To address the scope of work requested by the City, Harris will provide the following services and corresponding deliverables:

Task 001 – Engineering Review – VTM, SCP, Draft EIR and Development Agreement

Harris staff will provide a total of three (3) reviews of the applicants' VTM and the corresponding Stormwater Control Plan (SCP); please note that one review was covered under the original agreement. This review will include the Draft EIR associated with the development project, however, our review will be limited to the water quality, utility and traffic sections only.

Included with this task is review and coordination with the City on the Development Agreement. We initially assumed eight (8) hours of review and coordination with the City on the agreement. This proposal includes an additional eight (8) hours for a total of 16 hours dedicated to this effort.

Deliverable – Harris will provide three reviews of the VTM and SCP and Draft EIR, which will consist of a spreadsheet (for each document) listing comments, dates and the applicants' response. These spreadsheets will be used to track the engineering review process. We will also submit one (2) comment spreadsheet for the Development Agreement.

Task 002 – Meetings

Harris staff will attend meetings with the City and applicants as budget permits. For the purposes of this proposal we assume four (4) meetings.

Assumptions and Exclusions

For purposes of clarity, please see the following assumptions and/or exclusions related to this Proposal:

- 1) Review of any other documents and/or plans not specifically stated in this proposal is excluded.
- 2) Coordination with Monterey One Water, PG&E, Marina Coast Water District and/or another agency other than the City of Seaside is excluded.
- 3) The estimated review time shown below assumes minimal coordination with the applicant and their consultants. Should additional coordination with the applicant and their consultant be required, Harris will coordinate with the City prior to exhausting the budget shown below.
- 4) Review of the Draft EIR is limited to the water quality, utility and roadway sections.

PROPOSED FEES

The proposed fee for the subject Scope of Work is shown below and will be provided on a time and materials basis.

Staff	Hourly Rate	2 nd Review Effort (hours)	3 rd Review Effort (hours)	Meetings (Hours)	Total Fee
Frank Lopez, Director/PM/SCP Oversight	\$230	10	10	16	\$8,280
Patrick Dobbins, VTM Review Oversight	\$240	12	8	16	\$8,640
Robert Williamson, VTM Review	\$155	32	16	--	\$7,440
Armando Fernandez, VTM/SCP Review	\$165	24	24	--	\$7,920
Total =		78	58	32	\$32,280

*The 1st review effort was covered under the original agreement dated, July 12, 2018

We thank you for your consideration and contact me with any questions regarding this scope or fee.

Sincerely,
Harris & Associates, Inc.



Frank S. Lopez, PE, CFM, QSD
Sr. Director of Engineering Services
(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

PURCHASE AND SALE AGREEMENT

AND

ESCROW INSTRUCTIONS

by and between the

CITY OF SEASIDE,

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
SEASIDE

(collectively, "Seller")

and

[KB-BAKEWELL SEASIDE VENTURE, LLC, a California limited liability company]
("Buyer")

TABLE OF CONTENTS

	<u>Page</u>
1. Purchase and Sale	2
2. Opening and Closing of Escrow	2
3. Purchase Price; Deposit	3
4. Title Insurance	5
5. Due Diligence; Right Of Entry	6
6. Deposit of Documents and Funds in Escrow	12
7. Authorization to Record Documents and Disburse Funds.....	15
8. Prorations; Charges	16
9. Condemnation; Destruction	16
10. Default.....	Error! Bookmark not defined.
11. As Is; Release.....	18
12. Notices	19
13. Broker's Commissions.....	20
14. Standard Instructions	20
15. Time is of the Essence	21
16. Successors and Assigns.....	21
17. Entire Agreement	21
18. Severability	21
19. Amendments	21
20. Attorneys' Fees	21
21. No Third Party Beneficiary Rights	21
22. Governing Law	21
23. Counterparts	21
24. Assignment of Agreement	21

EXHIBIT A	LEGAL DESCRIPTION OF THE LAND
EXHIBIT B	FORM OF GRANT DEED
EXHIBIT C	CERTAIN DEFINITIONS
EXHIBIT D	LIST OF DOCUMENTS DELIVERED TO BUYER
EXHIBIT E	HAMMERHEAD BUILDINGS
EXHIBIT F	MEMORANDUM OF AGREEMENT
SCHEDULE 5.7	STAFF HOURLY RATES

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of February 6 20__ ("the Effective Date") and is entered into by and between KB-BAKEWELL SEASIDE VENTURE, LLC, a California limited liability company ("Buyer"), and the CITY OF SEASIDE and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE (collectively, "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 "Surplus II" and "26 Acre Parcels" together with all improvements thereon (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer.

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. Conditions Precedent; Purchase and Sale.

(a) The Seller's obligations to close the sale of the Property are condition upon the approval of this Agreement by Oversight Board of the Successor Agency to the Seaside Redevelopment Agency ("OB") and either (i) the failure of the California Department of Finance ("DOF") to request review thereof within the period permitted by law; (ii) or if such review is timely requested the DOF's approval of the OB decision. Sellers shall use good faith efforts to promptly obtain such OB approval.

(b) 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. The Purchase and sale of the Property shall be completed in two phases (each a "Phase" and together the "Phases"). The first Phase to be acquired by Buyer hereunder shall be "Phase 1" and the second Phase to be acquired by Buyer shall be "Phase 2". Prior to Close of Escrow (as defined below) for Phase 1, Buyer and Seller shall act in good faith and agree in writing upon the portion of the Property to be acquired by Buyer as Phase 1 ("Phase 1 Property") and the portion of the Property to be acquired by Buyer as Phase 2 ("Phase 2 Property").

2. Opening and Closing of Escrow. Within five (5) business days after the Effective Date, the parties shall open an escrow ("Escrow") with Chicago Title Company ("Escrow Holder" and "Title Company"), at 250 Bonifacio Place, Monterey, CA 93940 Attn: Kimberly Verania, Escrow Officer; Phone: (831) 646-8544 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 for the applicable Phase of the Property in favor of Buyer, is recorded in the Official Records of the Monterey County Recorder's Office. Subject to the satisfaction of the conditions contained in Section 6, below, Close of Escrow for Phase 1 ("Phase 1 Closing") shall

occur on or before the date that is thirty (30) days after the Approval of the Entitlements (as contemplated in Section 5.6, below); provided, however, in no event shall Close of Escrow occur after the date that is five (5) years after the expiration of the Due Diligence Period (as defined in Section 5.5 below) ("Phase 1 Outside Closing Date"). Subject to the satisfaction of the conditions contained in Section 6, below, Close of Escrow for Phase 2 ("Phase 2 Closing") shall occur on at date designated by Buyer in writing at least five (5) business days in advance that is on or before one (1) year after the Phase 1 Closing.

3. Purchase Price; Deposit.

(a) The purchase price to be paid by Buyer for the Phase 1 Property at the Phase 1 Closing shall be the greater of the sum of NINE MILLION AND 00/100THS DOLLARS (\$9,000,000.00) or the fair market value as determined by Appraisal within 6 months prior to closing ("Phase 1 Purchase Price"). The purchase price to be paid by Buyer for the Phase 2 Property at the Phase 2 Closing shall be the greater of the sum of NINE MILLION AND 00/100THS DOLLARS (\$9,000,000 or the fair market value as determined by Appraisal within 6 months prior to closing ("Phase 2 Purchase Price"). Should the fair market value exceed NINE MILLION AND 00/100THS DOLLARS (\$9,000,000.00) for either Phase or for each Phase, the City shall provide a credit against the purchase price for the City land (Phase I) in the amount by which the appraised value for a phase exceeds \$9,000,000 for that phase; provided, however, that if such credit exceeds \$100,000, the City shall first comply with Government Code Section 53083 and may decide not to give the credit, in which case Developer shall have the right to terminate this Agreement by written notice to Seller. The Phase 1 Purchase Price and the Phase 2 Purchase Price are each a "Phase Purchase Price" and together the "Phase Purchase Prices". In making a determination of the "fair market value" as contemplated in this Section 3(a), the appraiser conducting each Appraisal shall assume, notwithstanding the actual entitlements and zoning for the Property as of the appraisal date, that the Property has the same entitlements and zoning that existed as of the Effective Date.

(b) First Purchase Deposit. Within five (5) business days after the opening of Escrow, Buyer shall deposit with Escrow Holder by wire transfer or its company check the sum of FIFTY THOUSAND DOLLARS AND 00/100THS DOLLARS (\$50,000.00) (the "First Purchase Deposit"). The First Deposit shall remain fully refundable to Buyer unless and until Buyer has delivered the Due Diligence Approval Notice. Upon receipt by Escrow Holder, Escrow Holder shall deposit the First Purchase Deposit into a federally insured interest bearing account with on penalty for early withdrawal. The First Purchase Deposit shall be fully refundable to Buyer unless and until Buyer delivers its Due Diligence Approval Notice (as defined below).

(c) Second Purchase Deposit. If this Agreement has not been previously terminated, then within five (5) business days after the Tentative Map (as defined in Section 5.6 below) and all documents required in accordance with the California Environmental Quality Act have been Approved (as defined in Section 5.6), Buyer shall deposit with Escrow Holder by wire transfer or its company check the additional sum of FIFTY THOUSAND DOLLARS AND 00/100THS DOLLARS (\$50,000.00) (the "Second Purchase Deposit"). Upon receipt by Escrow Holder, Escrow Holder shall deposit the Second Purchase Deposit into the same federally insured interest bearing account as the First Purchase Deposit.

(d) Deposit Generally. For purposes of this Agreement, the term Deposit shall mean the First Purchase Deposit plus, once delivered by Buyer, the Second Purchase Deposit and all "Reimbursable Costs Deposits" delivered to Escrow Holder by Buyer in accordance with Section 5.7 below; provided that the Reimbursable Costs Deposits shall not be applied to the Phase 2 Purchase Price, but shall be considered part of the Deposit for all other purposes hereunder. At the Phase 2 Closing, the Deposit (other than the Reimbursable Costs Deposits) shall be applied toward the Phase 2 Purchase Price. In the event this Agreement is terminated by Buyer under Section 5.5 below, Section 6.3 below, or as a result of a default by Seller, then the Deposit (as defined below) shall be refunded to Buyer, this Agreement and Escrow shall terminate and the parties shall have no further obligation to one another with respect to this Agreement.

(e) Independent Consideration. Buyer and Seller have bargained for and agree that One Hundred Dollars (\$100.00) of the Deposit (the "Independent Consideration") is consideration for Buyer's rights under this Agreement and for Seller providing the Due Diligence Period (defined below) to Buyer. Upon receipt, the Escrow Holder shall immediately release the Independent Consideration to Seller, and notwithstanding any provision in this Agreement to the contrary, the Independent Consideration shall be nonrefundable to Buyer in all circumstances. Any time that this Agreement provides that the Deposit is to be returned to Buyer, the amount returned to Buyer shall be net of the Independent Consideration.

(f) **IF BUYER FAILS TO PERFORM A MATERIAL OBLIGATION HEREUNDER AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD AND DOES NOT CURE SUCH FAILURE WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE IS GIVEN BY SELLER TO BUYER, IT IS AGREED THAT THE DEPOSIT THEN HELD BY ESCROW HOLDER SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY OR FORFEITURE WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369. RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. SELLER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. 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

3.1 Prorations. The following items are to be prorated as of each Close of Escrow with respect to the Phase then acquired by Buyer: (i) taxes; (ii) assessments (on a per square foot basis); and (iii) any utilities charges.

4. Title Insurance.

(a) 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”).

(b) Buyer shall have until the date that is thirty (30) days after receipt of the Title Report 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 disapproved by Buyer are referred to herein as “Disapproved Exceptions”. Notwithstanding anything to the contrary herein, all monetary liens or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property shall be “Disapproved Exceptions”.

(c) Seller shall have twenty (20) days after receipt of Buyer’s Preliminary Title Notice to commit 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 twenty (20) days, Seller shall be deemed to have elected not to eliminate or endorse over all matters disapproved or conditionally approved by Buyer.

(d) If Seller elects not to commit to remove (or is deemed not to commit to remove) and elects not to cause the Title Company to endorse over (or is deemed to elect not to cause Title Company to endorse over) a Disapproved Exception (other than a monetary lien or encumbrance and all claims to fee title or leasehold or other possessory interests in the Property, as to which Seller’s obligation to remove is absolute), Buyer shall have the option, to be exercised within five (5) business days after Seller’s notice to elect to terminate this Agreement, in which case the Deposit shall be

returned to Buyer. If (or if no notice is given, then within five business days after the end of the 20 day period) buyer fails to timely deliver the termination notice, Buyer shall be deemed to have elected to terminate this Agreement.

(e) Buyer's fee title to the applicable portion of the Property shall be insured at each Close of Escrow by an CLTA Standard Coverage Owner's Policy of Title Insurance in the amount of the applicable Phase Purchase Price (or, at the option of Buyer, an ALTA policy or ALTA Extended Coverage Owner's Policy of Title Insurance) issued by Title Company with a mechanic's lien endorsement no. 101.4, insuring against mechanic's liens on account of work performed prior to the Closing (excluding work performed by or on behalf of Buyer) and an access endorsement no. 103.7 insuring that the Property has physical, legal, unencumbered access to an open public street and such other endorsements as Buyer may require, and Title Company commits to provide, and containing only those title exceptions approved or deemed approved by Buyer pursuant to this Section 4 (the "Permitted Title Exceptions").

(f) Seller shall not encumber the Property (or any portion thereof) during the period from the Effective Date to the earlier of the Phase 2 Closing or the date of the termination of this Agreement.

5. Due Diligence; Right Of Entry; Entitlements.

5.1 Buyer hereby acknowledges receipt of the documents described on Exhibit B. Seller hereby grants Buyer and its agents, employees, contractors and subcontractors (collectively "Representatives") the right, at any time during the term of this Agreement upon twenty-four (24) advance notice to Seller (call Kurt Overmeyer at 831-899-6839), to enter on the Property for the purpose of inspecting the physical condition of the Property and performing such tests, evaluations and inspections as Buyer deems necessary to evaluate the condition and suitability of the Property for the development contemplated by Buyer, including, without limitation, soils and geological matters and toxic or hazardous substances and other contamination. 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 all applicable laws and shall not disturb, or otherwise violate the rights of tenants.

5.2 Buyer and its Representatives shall promptly notify the Seller of any discovery, spill, release, or discharge of any Hazardous Substances (as that term is defined below), 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.

5.3 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.

5.4 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, "Indemnites"), 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. The foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from or related to the acts or omissions of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its investigation of the Property, (c) any latent defects in the Property discovered by Buyer, and (d) the release or spread of any Hazardous Materials that are discovered (but not deposited) on or under the Property by Buyer.

5.5 Buyer shall have until 5:00 P.M. Pacific Time on the date that is ninety (90) days after the Opening of Escrow (the "Due Diligence Period") to review the suitability of the Property for Buyer's use and development, including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or development condition of the Property, the physical condition of the Property, including soil and geological assessments and a Phase I environmental audit (the "Due Diligence Matters"), and to deliver to Seller and Escrow Holder, in Buyer's sole and absolute discretion, written notice (the "Due Diligence Approval Notice") of Buyer's approval of the Due Diligence Matters. If Buyer does not deliver the Due Diligence Approval Notice before the expiration of the Due Diligence Period, then (a) Buyer shall have disapproved of the Due Diligence Matters, (b) the Deposit and all interest accrued thereon shall be returned to Buyer, (c) this Agreement and the Escrow shall terminate, (d) Seller and Buyer shall share any Escrow termination charges and (e) the parties shall have no further obligation to one another with respect to this Agreement, except as otherwise expressly provided herein.

5.6 Entitlements Processing. From and after the Opening of Escrow, Buyer shall have the right to process all applications, plans, maps, agreements, documents, and other instruments or entitlements, and applicable grading and improvement plans (collectively, the "Entitlements"), necessary or appropriate for the development and sale of the mixed-use project ("Project") generally depicted in that certain conceptual land use plan attached hereto as Exhibit C ("Conceptual Plan"). Buyer shall utilize commercially reasonable efforts (a) to cause its initial application for the

Entitlements to be delivered to the city within six (6) months after the expiration of the Due Diligence Period and (b) to thereafter pursue the Entitlements with reasonable diligence. The Entitlements include, but are not limited to, the following:

- (a) a General Plan amendment (if required), Specific Plan approval (if required), Planned Development approval, or other zoning approvals as necessary, authorizing and permitting the construction, development and sale of the Project under terms and conditions that are satisfactory to Buyer in the exercise of Buyer's reasonable discretion;
- (b) An Approved vesting tentative map ("Tentative Map");
- (c) one or more Approved final subdivision tract maps ("Final Map(s)"), in conformance with the Tentative Map and the other Entitlements;
- (d) all final grading and subdivision improvement plans (collectively, the "Improvement Plans") consistent with the Tentative Map, the Final Map and the other Entitlements, including, without limitation, on-site and off-site grading, street, water, sewer, storm drain, dry utility and landscaping plans;
- (e) all environmental and biological permits and approvals required by any governmental authorities or otherwise required for the development of the Project, including without limitation, to the extent applicable, Department of Fish & Game 2081 Permit, Department of Fish and Game Section 1602 Streambed Alteration Agreement, Regional Water Quality Control Board Section 401 Water Quality Certification, and/or US Army Corps of Engineers Nationwide Section 404 Permit, all in form and content satisfactory to Buyer.
- (f) All easements, licenses, and permits required from any third party to construct improvements to service the Property and/or to grade and develop the Property, in form and content satisfactory to Buyer in its sole discretion.

Buyer acknowledges that, as part of processing the Entitlements, Buyer shall be required by the City to develop conceptual project plans including site plans, building elevations, building massings, internal circulation and any other documents required for submittal of development applications to the City, and shall submit those plans and document for review and approval through the applicable City review processes. The specific review processes will depend on the nature of the project proposal and the required entitlements, and will include completion of the appropriate review process as required by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 *et seq* ("CEQA"). Seller shall cooperate with and assist Buyer in the processing of the Entitlements and all such items, including without limitation attending meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials.

As used herein, the Entitlements (except for the Tentative Map and the Final Map) shall be deemed "Approved" when they have been prepared and approved by all applicable governmental agencies, and all time periods for initiating a legal challenge (by administrative or legal appeal, writ, referendum or otherwise) (a "Challenge") of the approval of such Entitlements

have passed without a Challenge having been initiated, or, if a Challenge has been initiated, the Challenge has been finally resolved in a manner acceptable to Buyer in its sole and absolute discretion; and, in the case of third party easements, licenses and permits, such documents have been prepared and signed by all applicable third parties.

As used in this Agreement, the Tentative Map shall be deemed to be Approved when: (i)(a) the Tentative Map has been prepared in compliance with the California Subdivision Map Act (commencing at Section 66410 of the Government Code), (b) the Tentative Map provides for the development of the Property into the Project, (c) the City has issued its final written decision approving the Tentative Map and establishing all of the conditions of approval for the Final Map conforming to the Tentative Map, (d) the Tentative Map and conditions of approval of the Final Map have been approved by Buyer in its sole and absolute discretion, (e) the Property is zoned to permit the Project, and (f) all time periods for initiating a Challenge of the approval of the Tentative Map have passed without a Challenge having been initiated, or, if a Challenge has been initiated, it has been resolved on terms and conditions satisfactory to Buyer in its sole and absolute discretion.

As used in this Agreement, the Final Map shall be deemed to be Approved when: (a)(i) the Final Map has been prepared in compliance with the California Subdivision Map Act (commencing at Section 66410 of the Government Code), (ii) the form of subdivision agreement and the amount of the security for the Final Map have been approved by all applicable governmental agencies, (iii) the Final Map can record (or, as applicable, be submitted for final acceptance prior to recording) upon Buyer's posting of subdivision security, execution of the subdivision agreement and payment of all fees necessary to be paid to record the Final Map, including the recording fee, and (iv) all improvement plans for on-site and off-site development have been stamped approved, (b) all conditions to approval of the Tentative Map that are required to be satisfied as a condition to recordation of the Final Map have been satisfied, and (c) all time periods for initiating a Challenge of the approval of the Final Map have passed without a Challenge having been initiated, or, if a Challenge is initiated, it has been resolved on terms and conditions satisfactory to Buyer in its sole and absolute discretion.

5.7 Reimbursable Costs and Reimbursable Costs Deposits. Commencing after Buyer's delivery of the Due Diligence Approval Notice, Buyer shall reimburse Seller for its actual out-of-pocket costs and expenses (including legal fees and costs) incurred after the expiration of the Due Diligence Period and prior to the Phase 1 Closing (or earlier termination of this Agreement) in fulfilling Seller's obligations under Section 5.6 of this Agreement, including, but not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Property; (ii) the cost of preparing, reviewing and processing the CEQA Documents (as defined below); and (iii) the costs of staff review of Buyer submittals and the costs of consultants retained by the Seller in order to perform its obligations under Section 5.6 of this Agreement (including, without limitation, reasonable attorneys' fees and costs) at the rates set forth on Schedule 5.7 attached hereto (collectively, the "Reimbursable Costs"). The term "CEQA Documents" shall mean, to the extent applicable, an environmental impact report, supplemental environmental impact report and/or other reports or analyses required to comply with the requirements of CEQA. Within five (5) business days after Buyer's delivery of the Due Diligence Approval Notice, Buyer shall deposit with Escrow Holder the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) less any amounts previously

deposited with the City by Buyer pursuant to that certain expired Exclusive Negotiating Agreement between Buyer and Seller dated March 12, 2014 ("First Reimbursable Costs Deposit"). Escrow Holder shall deposit the First Reimbursable Costs Deposit and all other Reimbursable Costs Deposits (as defined below) into a federally insured interest bearing account that is separate from the Purchase Deposit ("Reimbursable Cost Escrow Account"). From time to time after Buyer's delivery of the First Reimbursable Costs Deposit until the Phase 1 Closing or earlier termination of this Agreement, Escrow Holder shall notify Buyer and Seller when there is a balance remaining of less than Five Thousand Dollars (\$5,000.00) in the Reimbursable Cost Escrow Account and include in such notice (each an "Additional Funds Notice") the current balance in the Reimbursable Cost Escrow Account. Within five (5) business days after Buyer receives an Additional Funds Notice from Escrow Holder, Buyer shall deliver to Escrow Holder for deposit into the Reimbursable Cost Escrow Account the difference between the current balance in the Reimbursable Cost Escrow Account (as listed in the applicable Additional Funds Notice) and Twenty Five Thousand Dollars (\$25,000.00). The First Reimbursable Costs Deposit and each additional deposit delivered by Buyer to Escrow Holder in accordance with this Section 5.7 shall be referred to individually as a "Reimbursable Costs Deposit" and collectively as the "Reimbursable Costs Deposits". As set forth in Section 3(b) above, each of the Reimbursable Costs Deposits shall become a part of the Deposit for all purposes under this Agreement except that no portion of the Reimbursable Costs Deposits shall be applied as a credit to the Phase 2 Purchase Price.

Seller shall have the right to request withdrawals from the Reimbursable Cost Escrow Account from time to time (no more frequently than once per month) to reimburse Seller for Reimbursable Costs required to be paid to Seller by Buyer hereunder. In order to do so, Seller shall send to Buyer and Escrow Holder a written request for withdrawal together with an itemization of all Reimbursable Costs to be reimbursed, reasonable evidence of Seller's payment thereof and other documentation reasonably requested by Buyer to substantiate the amounts requested as Reimbursable Costs (collectively, a "Disbursement Request"). If Buyer, in Buyer's reasonable discretion does not deliver to Seller and Escrow Holder Buyer's written disapproval of or objection to the Disbursement Request along with Buyer's reasons for disapproval or objection and the amount objected to or disapproved within five (5) business days after Seller delivers a Disbursement Request to Buyer and Escrow Holder, then Escrow Holder shall disburse from the Reimbursable Cost Escrow Account the amount requested by Seller in such Disbursement Request without further instruction by Buyer. If, however, Buyer does deliver to Seller and Escrow Holder Buyer's written disapproval of or objection to the Disbursement Request along with Buyer's reasons for disapproval or objection and the amount objected to or disapproved within five (5) business days after Seller delivers a Disbursement Request to Buyer and Escrow Holder, then Escrow Holder shall (a) disburse from the Reimbursable Cost Escrow Account the portion of the amount requested by Seller in such Disbursement Request that is not objected to or disapproved by Buyer and (b) retain the remainder of the amount requested by Seller in such Disbursement Request in the Reimbursable Cost Escrow Account unless and until Buyer and Seller jointly instruct Escrow Holder otherwise in writing. Upon the Phase 1 Closing or earlier termination of this Agreement, the Reimbursable Cost Escrow Account shall be terminated and any amount remaining in the Reimbursable Cost Escrow Account shall be delivered to the Buyer without further instruction from Seller.

5.8 Seller Work. During the term of this Agreement and, except as provided below, prior to the Phase 1 Closing, Seller shall, at its sole cost and expense:

(a) Deconstruct, demolish and remove in conformance with all applicable laws all buildings, structures and improvements on the Property; and

(b) Cause the Property to be free of Hazardous Materials (defined below) or be remediated to residential standards at no cost to Buyer, such that residential development may proceed without any further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, testing or monitoring (in the case of such remediation, all governmental and/or regulatory agencies asserting jurisdiction over the development or remediation of the Property shall have issued final and unqualified “no further action” letters, site closure letters, and/or similar written determination (in a form and substance satisfactory to Buyer in Buyer’s sole and absolute discretion)).

The term “Hazardous Material” as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to the close of escrow, regulated by the United States or any state or local government authority having jurisdiction over the Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to the close of escrow), and includes without limitation: any “hazardous substance,” as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any “hazardous waste,” as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds containing PCBs. The term “Environmental Law” as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Materials.

Notwithstanding the foregoing, Seller shall be required to deconstruct, demolish and remove in conformance with all applicable laws those structures and improvements within the Phase 2 Property that are depicted and designated on Exhibit E attached hereto as the “Hammerhead Buildings” (“Hammerhead Buildings”) prior to the Phase 2 Closing (not the Phase 1 Closing), including any related removal of Hazardous Materials and compliance with Environmental Laws as may be required or as may be necessary to permit unrestricted development of the Property in accordance with the Entitlements and satisfy the requirements of paragraph 5.8(b) above. In addition to its other rights and remedies hereunder, if Seller fails to deconstruct, demolish and remove the Hammerhead Buildings in conformance with all applicable laws and Buyer elects, in its sole and absolute discretion, to consummate the Phase 2 Closing despite such failure, then Buyer shall have the right to elect by written notice to Seller to take over the responsibility for such deconstruction, demolition and removal of the Hammerhead Buildings after the Phase 2 Closing, in which case Buyer shall be entitled to a credit against the Phase 2 Purchase Price in the amount of One Hundred Percent (100%) of Buyer’s designated subcontractor(s)’ and consultant(s)’ written estimate of all costs, fees and expenses to be paid by Buyer in connection with the deconstruction, demolition and removal of the Hammerhead Buildings in accordance

with all applicable laws, including any related removal of Hazardous Materials and compliance with Environmental Laws as may be required or as may be necessary to permit unrestricted development of the Property in accordance with the Entitlements and/or satisfy the requirements of paragraph 5.8(b) above (collectively, "Buyer's Self-Help Costs") plus an administrative fee in the amount of ten percent (10%) of Buyer's Self-Help Costs.

5.9 Required Buyer Actions. Buyer covenants and agrees to use commercially reasonable efforts to do the following after Buyer's delivery of the Due Diligence Approval Notice and prior to Close of Escrow for Phase 1:

(a) Pursue the Approval of the Entitlements on terms and conditions satisfactory to Buyer in its sole and absolute discretion;

(b) Negotiate and enter into with the city a Statutory Development Agreement for the Project pursuant Government Code Sections 65864 *et seq* containing terms and conditions reasonably satisfactory to both Buyer and Seller; and

(c) Complete the tasks in the "Schedule of Performance" attached hereto as Schedule 5.9 in a timely manner, subject to extension for delays caused by the Seller or other circumstances or events beyond the reasonable control of Buyer.

(d) Buyer agrees to pay prevailing wages and otherwise comply with Labor Code Sections 1720 *et seq.* in connection with Buyer's development of the Property

6. Conditions of Closing.

6.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase each Phase of the Property is subject to the satisfaction of the following conditions or Buyer's written waiver of the conditions on or before the applicable Closing Date. Buyer may waive in writing any or all of the conditions in its sole and absolute discretion.

(a) The Entitlements (including, without limitation, the Tentative Map and Final Map) have been Approved and the Final Map has been recorded;

(b) Buyer shall have timely delivered the Due Diligence Approval Notice;

(c) Seller shall have timely performed all obligations to be performed by Seller pursuant to this Agreement;

(d) Seller's representations, warranties and covenants set forth herein shall be true as of the Close of Escrow;

(e) There shall be no material adverse change in the physical condition of the Property, from the condition in which it existed as of the date of this Agreement, that would render the Property unsuitable for the Project;

(f) There shall be no enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations that were not existing and enforced as of the date of

this Agreement, and that would prohibit or materially delay or hinder the issuance of building permits or certificates of occupancy for residences within the Property;

(g) The City shall have secured sewer and water allocations from all applicable entities sufficient for the completion of the Project;

(h) There shall be no suit, action or arbitration, judgment or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, pending or threatened, that affects the Property or the Project;

(i) The Property shall be free of Hazardous Materials or shall have been remediated to residential standards at no cost to Buyer, such that residential development may proceed without any further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, testing or monitoring (in the case of such remediation, all governmental and/or regulatory agencies asserting jurisdiction over the development or remediation of the Property shall have issued final and unqualified "no further action" letters, site closure letters, and/or similar written determination (in a form and substance satisfactory to Buyer in Buyer's sole and absolute discretion);

(j) Buyer and Seller shall have entered into a Statutory Development Agreement for the Project pursuant Government Code Sections 65864 *et seq.* containing terms and conditions reasonably satisfactory to both Buyer and Seller;

(k) All easements, right-of-ways, licenses, permits and agreements required from any third party to access the Property, construct improvements to service the Property, to grade and develop the Property and/or to cause the Entitlements to be Approved shall have been obtained in form and content satisfactory to Buyer in Buyer's reasonable discretion;

(l) All leases, tenancies, third party occupancy agreements, service contracts, utility contracts and other contracts that are not Permitted Exceptions and that affect the Property shall have been terminated, all tenants and other parties shall have vacated the Property, and all personal property shall have been removed from the Property;

(m) The Property shall be one or more legally subdivided parcels;

(n) The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy covering the Property, subject only to the Permitted Exceptions;

(o) The Phase 1 and Phase 2 property shall each consist of one or more legally subdivided parcels.

6.2 Conditions to Seller's Obligations. Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the conditions (or Seller's written waiver of such conditions) on or before the applicable Closing Date. Seller may waive in writing any or all of the conditions in its sole and absolute discretion.

(a) Buyer shall have performed all of Buyer's obligations hereunder, and Buyer's representations, warranties, and covenants set forth herein shall be true as of the Close of Escrow; and

(b) Buyer shall have timely delivered the Due Diligence Approval Notice.

6.3 Failure to Close; Termination.

(a) Failure to Close Without Default. If either the Phase 1 Closing or the Phase 2 Closing of Escrow does not occur because one or more of the conditions precedent to the Close of Escrow set forth in Section 6.1 or Section 6.2 have not been satisfied or waived by the party benefitted by such condition, and neither party is in default, then the party benefitted by such condition may elect to terminate this Agreement by giving written notice to the other party and Escrow Holder, in which event:

(i) Escrow Holder shall automatically return to Buyer the Deposit and any other sums deposited by Buyer still being held by Escrow Holder, and all accrued interest thereon, by unilateral instruction from Buyer;

(ii) Seller shall have no further obligation to sell to Buyer, and Buyer shall have no further obligation to purchase, the Property, and

(iii) This Agreement shall terminate and the parties shall have no further obligations hereunder (except rights and obligations relating to the Phase 1 Property if the Phase 1 Closing has occurred).

(b) Buyer's Default. If after Buyer has delivered the Due Diligence Approval Notice, Buyer fails to perform any material obligation under this Agreement, and Buyer does not cure such failure to perform within ten (10) days after Buyer's receipt of written notice of the same from Seller, then Buyer shall be in default, Seller shall have the right to terminate this Agreement, and the Deposit shall constitute liquidated damages pursuant to Section 3(d), above.

(c) Seller's Default. If Seller materially defaults under this Agreement, then Buyer may pursue any of the following remedies:

(i) If the default occurs prior to the Phase 2 Closing, Buyer may (i) extend the time period for Seller's performance, (ii) terminate this Agreement (except rights and obligations relating to the Phase 1 Property shall survive such termination if the Phase 1 Closing has occurred), provided such termination shall be effective only upon delivery of written notice of termination from Buyer to Escrow Holder and Seller, in which event Escrow Holder shall automatically return to Buyer the Deposit and all accrued interest thereon and any other sums deposited by Buyer, or (iii) keep this Agreement in effect and pursue any and all other remedies available to it against Seller including the specific performance of this Agreement and Buyer may record a notice of pendency of action against the Property.

(ii) If the default occurs following the Phase 2 Closing or if Buyer becomes aware of any breach of any representation or warranty of Seller following the Phase 2

Closing hereunder, Buyer may pursue any or all of the remedies available to it under this Agreement and/or at law or in equity.

(d) Escrow Fees on Default. If the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow cancellation fee.

(e) Interest on Delinquent Amounts. If any party owes the other party money hereunder and does not pay or return such money to the other party within five (5) business days after written demand therefore, the unpaid amount shall thereafter accrue interest at the lesser of (a) ten percent (10%) per annum or (b) the highest rate permitted by law, from the date such amount was due until the date it is paid in full.

(f) Cure Period. No party shall be deemed in default unless the other party has first delivered to such party a written notice of the default, and the party receiving such notice has not cured the default within ten (10) days after receipt of the written notice.

7. Deposit of Documents and Funds in Escrow.

(a) 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 for the applicable Phase the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow for such Phase.

(b) Seller shall deliver:

(i) A Grant Deed in the form attached hereto as Exhibit D duly executed and acknowledged by Seller;

(ii) A Withholding Exemption Certificate Form 593-C as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit") duly executed by Seller;

(iii) A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by Seller;

(iv) 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 for such Phase.

(c) Buyer shall deliver:

(i) The Phase Purchase Price (less, in the case of the Phase 2 Closing, the Purchase Deposit) together with such funds as are required to pay for costs and expenses payable by Buyer hereunder;

8. 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 a Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) The Title Company can issue the Title Policy for the Phase, with a liability in the amount of the Phase Purchase Price, showing fee title to the applicable portion of the Property vested in Buyer, subject only to the Permitted Title Exceptions.

(b) Seller and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

9. Prorations; Charges. Property taxes, assessments, and rents relating to each Phase shall be prorated as of the Close of Escrow for such Phase. 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.

10. Condemnation; Destruction. All risk of loss with respect to each Phase of the Property shall remain with Seller until such Phase is acquired by Buyer and delivery of possession of such Phase of the Property to Buyer. If at any time prior to the Phase 2 Closing, the Property, or any portion thereof not yet acquired by Buyer, 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 (but not as to any portion of the Property previously acquired by Buyer). If Buyer elects to maintain this Agreement in full force and effect, then upon the next 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 Phase Purchase Price equal to the amount of proceeds actually paid to Seller. Buyer shall not be entitled to any reduction in the Phase Purchase Price.

11. Representations, Warranties and Covenants.

11.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other Sections of this Agreement, Seller represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow for each of Phase 1 and Phase 2:

(a) Seller is the sole owner in fee simple of the Property and has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly authorized and entered into by Seller and the parties signing on behalf of Seller, and upon delivery to and execution by Buyer, shall be a valid and binding agreement of Seller.

(b) Except as identified in the Title Report, Seller has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so. By entering into and performing the transactions contemplated by this Agreement, Seller will not violate or breach any agreement, covenant or obligation binding on Seller, and Seller may convey the Property to Buyer without the consent of any third party.

(c) To Seller's actual knowledge, there are no mechanic's or materialman's liens or similar claims or liens now asserted against the Property for work performed or commenced prior to the date hereof other than as described in the Title Report.

(d) To Seller's actual knowledge, as of Close of Escrow for each Phase, the Property is not in violation or is not currently under investigation for violation of any Environmental Law.

(e) There is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, pending or, to Seller's actual knowledge, threatened, or any judgment, moratorium or other government policy or practice that affects the Property or Buyer's anticipated development of the Property, or that adversely affects Seller's ability to perform hereunder, nor does Seller know of any fact that might give rise to an action, investigation or proceeding.

(f) Seller is not in default under any encumbrance, lien or restriction on the Property.

(g) Except as disclosed in the Title Report, Seller has not made any commitment, agreement or representation to any government authority, or any adjoining or surrounding property owner or any other third party, that would in any way be binding on Buyer or would interfere with Buyer's ability to develop and improve the Property and will not make any commitment or representation that would affect the Property or any portion thereof prior to the Close of Escrow, without Buyer's written consent.

(h) As used herein, the phrase "to Seller's actual knowledge" or words of similar import shall mean the actual knowledge of the City Manager of the City without any duty of further inquiry or investigation. Each of the representations and warranties made by Seller in this Agreement, or in any Exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties that shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as and at the date of the Close of Escrow for each Phase and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow for each Phase. Seller shall notify Buyer immediately of any facts or circumstances that would make untrue any of the foregoing representations and warranties contained in this Section 11.1.

11.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow for each Phase:

(a) Buyer is a corporation duly organized, validly existing and in good standing in the State of California, and has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

(b) Each of the representations and warranties made by Buyer in this Agreement, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow for each Phase, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow for each Phase. Buyer shall notify Seller immediately of any facts or circumstances that are contrary to the foregoing representations and warranties contained in this Section 11.2.

12. As Is; Release. Buyer is acquiring the Property "AS IS, WHERE IS" without any representation or warranty of Seller, express, 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. 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.

EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT, 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 5.2 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 5.2.


BUYER'S INITIALS

Excluding any claims that Buyer may have against Seller as a result of a breach by Seller of any express representations, warranties, covenants, or agreements set forth in this Agreement, or resulting from any intentional or negligent acts of Seller or Seller's agents, Buyer waives and releases as of the Close of Escrow for a Phase any and all claims it may have against Seller relating to the physical condition of the portion of the Property within such Phase (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

13. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, by facsimile, e-mail or by private overnight courier service providing evidence of delivery to the address or facsimile number set forth below for the respective party. Notices shall be considered given upon the earlier of (a) receipt by the party to whom notice or demand is given, two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or (b) the following business day if sent by overnight courier. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that any party may change its address for notices by written notice given to the other party.

Buyer:	KB-BAKEWELL SEASIDE VENTURE, LLC
	c/o KB Home South Bay Inc.
	5000 Executive Parkway, Suite 125
	San Ramon, CA 94583
	Attention: Jeffrey McMullen
	Telephone: (925) 983-4530
	Facsimile: (925) 983-4590
	Email: jmcmullen@kbhome.com

KB-BAKEWELL SEASIDE VENTURE, LLC
c/o The Bakewell Company
Danny J. Bakewell, Jr.
3800 Crenshaw Boulevard
Los Angeles, CA 90008
(323) 291-6803
(323) 291-6804 fax

With a copy to: KB Home
5000 Executive Parkway, Suite 125
San Ramon, CA 94583
Attention: Michael L. MacDonald, Esq.
Telephone: (925) 983-4507
Facsimile: (925) 983-4590
Email: mmacdonald@kbhome.com

Seller: City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attn.: City Manager

Successor Agency to the Redevelopment
Agency of the City of Seaside

Escrow Holder: Chicago Title Company
250 Bonifacio Place,
Monterey, CA 93940
Attn: Kimberly Verania,
(831) 646-8544
kim.verania@ctt.com;

14. Broker's Commissions. The parties hereto acknowledge that this transaction did not involve a broker, salesperson or finder ("Broker") representing either Buyer or Seller. Each party shall defend, indemnify and hold the other party harmless from and against any and all claims for any broker's commissions or similar compensation that may be payable to a Broker based on communications between the indemnifying party and such Broker. The provisions of this Section shall survive each Close of Escrow.

15. 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.

16. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

17. 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.

18. 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.

19. 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.

20. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder.

21. Attorneys' Fees. In the event that suit 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.

22. 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.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. 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. For purposes of this Agreement, facsimile signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

25. Assignment of Agreement. Neither Buyer nor Seller may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in its sole and absolute discretion. Notwithstanding the foregoing, Buyer may assign, convey, or otherwise transfer its rights and obligations hereunder, without Seller's consent or prior notice, to (i) a partnership in which Buyer is one of the general partners, (ii) a limited liability company in which Buyer is a managing member or holds at least 50% of the voting or equity interests, (iii) a corporation in which Buyer holds at least 50% of the voting or equity interests, (iv) a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is

under common control with, the Buyer, (v) a successor by way of merger or consolidation or the acquisition of all or substantially all of Buyer's assets, or (vi) a third party to effectuate a land banking arrangement pursuant to which Buyer has the right to develop and reacquire the Property.

26. Memorandum of Agreement. Within ten (10) days after Opening of Escrow, Buyer and Seller shall execute a memorandum of agreement (in the form of Exhibit E attached hereto). If Buyer timely delivers the Due Diligence Approval Notice, then Escrow Holder shall promptly record the memorandum of agreement in the Official Records of the County. In the event the Memorandum is recorded and this Agreement is terminated prior to the Close of Escrow for Phase 2, provided that the Deposit is returned to Buyer if required pursuant to the terms of this Agreement, Buyer shall promptly execute, acknowledge and deliver to Seller a release of the Memorandum as to all portions of the Property not acquired by Buyer and shall execute any further documents necessary to clear such portions of the Property free of the Memorandum.

27. Survival. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party and shall survive each Close of Escrow and delivery of the deed.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

BUYER:

KB-BAKEWELL SEASIDE VENTURE, LLC,
a California limited liability company

By: [Signature]

Print Name: Jeffrey P McMullen

Its: SVP - KB Home

By: [Signature]

Print Name: DANNY J. BAKWELL/SE.

Its: Chairman & CEO

SELLER:

CITY OF SEASIDE

By: [Signature]

Print Name: CRAIG MACIN

City Manager and Executive
Director

Attest:

[Signature]

Print Name: City Clerk

City Clerk

[Signature]

Approved as to Form:

[Signature]

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF SEASIDE

By: [Signature]

Print Name: CRAIG MACIN

Its: CITY MANAGER

LIST OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit A-1	Legal Description of Phase 1 Property
Exhibit A-2	Legal Description of Phase 2 Property
Exhibit B	List of Documents
Exhibit C	Conceptual Plan
Exhibit D	Form of Grant Deed
Exhibit E	Hammerhead Buildings
Exhibit F	Memorandum of Agreement
Schedule 5.7	Staff Hourly Rates
Schedule 5.9	Schedule of Performance

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL I:

The portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the northwest corner of said Parcel 3 as per said map, designated and shown a point seventy-four (74) on page 4 of 9 thereon; thence along the northerly boundary of said Parcel 3 the following three (3) courses

- 1) North 88° 00' 00" East, 1,473.85 feet to the beginning of a curve, concave south, having a radius of 895.00 feet; thence
- 2) Easterly 224.55 feet along said curve, through a central angle of 14° 22' 30"; thence
- 3) South 77° 37' 30" East, 21.77 feet to the beginning of a curve, concave southwest, having a radius of 260.00 feet; thence leaving said boundary of said Parcel 3
- 4) Southeasterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence
- 5) South 23° 58' 19" West, 195.81 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 131.30 feet, and from which beginning a radial bears North 16° 47' 48"; thence
- 6) Westerly, 171.15 feet along said curve, through a central angle of 74° 40' 59" to the beginning of a reverse curve, concave northwest, having a radius of 120.00 feet; thence
- 7) Southwesterly, 123.06 feet along said curve, through a central angle of 58° 45' 31" to the beginning of a reverse curve, concave south, having a radius of 413.66 feet; thence
- 8) Westerly, 215.22 feet along said curve, through a central angle of 29° 48' 34"; thence
- 9) South 61° 03' 46" West, 142.81 feet; thence
- 10) North 02° 32' 34" East, 249.44 feet to the beginning of a curve, concave to the southwest, having a radius of 50.55 feet; thence
- 11) Northwesterly, 79.79 feet along said curve, through a central angle of 90° 26' 36"; thence
- 12) North 87° 54' 02" West, 1,363.25 feet to a point on the westerly boundary of said Parcel 3; thence along said westerly boundary the following three (3) courses
- 13) North 37° 50' 06" East, 151.61 feet to the beginning of a curve, concave to the west, having a radius of 357.00 feet; thence
- 14) Northerly, 271.09 feet along said curve, through a central angle of 43° 30' 36"; thence

15) North 05° 40' 29" West, 18.97 feet to the Point of Beginning. The bearing North 87° 33' 00" West as measured between monuments found along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085, Official Records, Monterey County.

PARCEL II:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the most northeasterly corner of said Parcel 3 as per said map designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3

- 1) South 02° 10' 30" West, 158.83 feet; thence leaving said easterly boundary
- 2) North 87° 49' 30" West, 248.60 feet; thence
- 3) South 23° 58' 19" West, 334.69 feet; thence
- 4) North 66° 01' 41" West, 120.00 feet; thence
- 5) North 23° 58' 19" East, 195.81 feet to the beginning of a curve, concave to the southwest, having a radius of 260.00 feet; thence
- 6) Northwesterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence
- 7) South 77° 37' 30" East, 616.70 feet to the Point of Beginning.

The bearing of North 87° 33' 00" West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085, Official Records, Monterey County.

PARCEL III:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at a point that bears South 02° 10' 30" West, 158.83 feet from the most northeasterly corner of said Parcel 3 as per said map, designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3,

(1) South 02° 10' 30" West, 1,074.09 feet to a point designated and shown as point seventy-eight (78) on page 4 of 9 thereon; thence leaving said boundary of said Parcel 3

(2) North 87° 48' 54" West, 147.32 feet; thence

(3) North 01° 36' 08" East, 8.35 feet; thence

(4) North 87° 47' 46" West, 438.71 feet to the beginning of a curve, concave northeast, having a radius of 60.00 feet; thence

(5) northwesterly 117.04 feet along said curve, through a central angle of 111° 46' 04"; thence

(6) North 23° 58' 19" East, 1,058.92 feet; thence

(7) South 87° 49' 30" East, 248.60 feet to the Point of Beginning.

The bearing of North 87° 33' 00" West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057086, Official Records, Monterey County.

PARCEL IV:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands, Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 1, as said Parcel 1 is shown and so designated on map filed for record in Volume 19, "Surveys", at Page 1, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the most westerly line of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence from said Point of Beginning,

(1) South 87° 46' 00" East, 334.96 feet; thence

(2) North 2° 08' 00" East, 159.92 feet; thence

(3) North 87° 46' 00" West, 334.84 feet; thence

(4) South 2° 10' 30" West, 159.92 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL V:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands No. 1, City of Seaside, County of Monterey, State of California, being Parcel 12, as said Parcel 12 is shown and so designated on the map filed for record in Volume 22, "Surveys", at Page 24, Records of Monterey County, California, said parcel being more particularly described as follows:

Beginning at the northwesterly corner of Parcel 12; thence

- (1) South 87° 45' 04" East, 821.44 feet; thence
- (2) South 2° 13' 00" West, 202.37 feet; thence
- (3) North 87° 46' 00" West, 819.31 feet; thence
- (4) North 2° 09' 00" East, 171.10 feet; thence, non-tangentially
- (5) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 56' 56" West, 289.24 feet, through a central angle of 6° 15' 08", a distance of 31.56 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL VI: :

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23 of "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the westerly most line of Parcel 1, as shown on said map; thence, from said Point of Beginning,

- (1) South 87° 46' 00" East, 394.96 feet to a point on the westerly line of Parcel 2, as shown on said map; thence, along the westerly and southerly lines of said Parcel 2,
- (2) South 02° 08' 23" West, 200.07 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (3) South 87° 46' 30" East, 464.58 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (4) South 02° 15' 21" West, 23.02 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (5) South 87° 46' 00" East, 473.29 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence, leaving said boundary of said Parcel 2,
- (6) South 02° 14' 00" West, 263.17 feet to a point on the southerly boundary of said Parcel 1; thence along the southerly and westerly boundary of said Parcel 1,
- (7) North 87° 49' 30" West, 187.15 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (8) South 02° 10' 12" West, 224.79 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (9) North 87° 49' 37" West, 1103.28 feet to a brass tag in walk stamped "RCE 15310"; thence
- (10) North 02° 14' 12" East, 12.99 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (11) North 87° 49' 30" West, 42.25 feet; thence

(12) North 02° 10' 30" East, 699.39 feet to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded October 17, 2002, Instrument No. 2002097675, Official Records, and amended February 23, 2011, Instrument No. 2011010801, Official Records.

PARCEL VII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 4, as said Parcel 4 is shown and so designated on map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of Parcel 4, as shown on said map; thence from said Point of Beginning,

- (1) South 2° 14' 00" West, 324.24 feet; thence
- (2) North 87° 46' 00" West, 392.97 feet; thence
- (3) South 15° 36' 00" West, 312.79 feet; thence
- (4) North 87° 23' 00" West, 197.15 feet; thence
- (5) South 60° 24' 00" West, 56.50 feet; thence
- (6) South 87° 12' 30" West, 117.57 feet; thence
- (7) North 02° 10' 21" East, 81.94 feet; thence
- (8) South 87° 49' 30" East, 184.43 feet; thence
- (9) North 10° 27' 00" West, 236.04 feet; thence
- (10) North 30° 43' 16" West, 36.81 feet; thence
- (11) North 87° 47' 21" West, 109.80 feet; thence
- (12) North 02° 14' 00" East, 205.98 feet; thence
- (13) South 87° 46' 00" East, 274.63 feet; thence
- (14) North 02° 14' 00" East, 118.10 feet; thence
- (15) South 87° 46' 00" East, 550.23 feet, to the Point of Beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded April 21, 2004, Instrument No. 2004038303, Official Records, Monterey County.

PARCEL VIII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of the "Seaside V" parcel; thence,

- (1) South $02^{\circ} 12' 30''$ West, 60.00 feet; thence
- (2) North $87^{\circ} 45' 49''$ West, 414.88 feet; thence
- (3) South $02^{\circ} 14' 47''$ West, 155.03 feet; thence
- (4) South $87^{\circ} 46' 07''$ East, 414.99 feet; thence
- (5) South $02^{\circ} 12' 30''$ West, 653.19 feet; thence
- (6) North $87^{\circ} 49' 30''$ West, 1025.78 feet; thence
- (7) North $02^{\circ} 14' 01''$ East, 779.15 feet; thence, non-tangentially,
- (8) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North $87^{\circ} 46' 17''$ West, 30.00 feet, through a central angle of $90^{\circ} 00' 00''$, a distance of 47.12 feet; thence
- (9) North $87^{\circ} 46' 17''$ West, 201.00 feet; thence
- (10) South $02^{\circ} 14' 00''$ West, 809.37 feet; thence
- (11) North $87^{\circ} 49' 19''$ West, 855.18 feet; thence
- (12) North $02^{\circ} 10' 21''$ East, 142.85 feet; thence
- (13) North $87^{\circ} 12' 30''$ East, 117.57 feet; thence
- (14) North $60^{\circ} 24' 00''$ East, 56.50 feet; thence
- (15) South $87^{\circ} 23' 00''$ East, 197.15 feet; thence
- (16) North $15^{\circ} 36' 00''$ East, 312.79 feet; thence
- (17) South $87^{\circ} 46' 00''$ East, 392.97 feet; thence
- (18) North $02^{\circ} 14' 00''$ East, 324.24 feet; thence
- (19) North $87^{\circ} 46' 00''$ West, 550.23 feet; thence
- (20) South $02^{\circ} 14' 00''$ West, 118.10 feet; thence
- (21) North $87^{\circ} 46' 00''$ West, 274.63 feet; thence
- (22) South $02^{\circ} 14' 00''$ West, 205.98 feet; thence

- (23) South 87° 47' 21" East, 109.80 feet; thence
- (24) South 30° 43' 16" East, 36.81 feet; thence
- (25) South 10° 27' 00" East, 236.04 feet; thence
- (26) North 87° 49' 42" West, 851.79 feet; thence
- (27) North 02° 13' 56" East, 556.13 feet; thence, non-tangentially,
- (28) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 24" West, 30.00 feet, through a central angle of 90° 00' 22", a distance of 47.13 feet to a point of cusp; thence; thence
- (29) North 87° 45' 57" West, 878.30 feet; thence, non-tangentially
- (30) Southwesterly, along the arc of a curve to the left, concave to the southeast, the center of which bears South 02° 11' 48" West, 30.00 feet; through a central angle of 90° 09' 38", a distance of 47.21 feet to a point of cusp; thence
- (31) South 02° 08' 23" West, 69.85 feet; thence
- (32) North 87° 46' 00" West, 60.00 feet; thence
- (33) North 02° 08' 00" East, 159.92 feet; thence
- (34) South 87° 46' 00" East, 874.31 feet; thence
- (35) North 02° 15' 00" East, 202.37 feet; thence
- (36) South 87° 46' 09" East, 256.86 feet; thence
- (37) South 02° 15' 00" West, 202.38 feet; thence
- (38) South 87° 45' 59" East, 1112.75 feet; thence
- (39) South 87° 46' 17" East, 1533.74 feet, to the Point of Beginning.

Excepting Therefrom a 0.41 acre parcel of land, more particularly known as "F5.2", as designated for Economic Development Conveyance, more particularly described as follows: All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 2, as said Parcel 2 is shown and so designated on the map filed for record in Volume 20, "Surveys", at Page 71, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California;

thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 1035.84 feet; thence, South 02° 40' 54" West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

- (1) South 02° 40' 54" West, 120.15 feet; thence
- (2) North 87° 47' 08" West, 18.45 feet; thence
- (3) North 87° 45' 13" West, 130.27 feet; thence
- (4) North 02° 14' 30" East, 90.12 feet; thence, non-tangentially
- (5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 56' 13" East, 30.00 feet, through a central angle of 90°01'46", a distance of 47.14 feet to a point of cusp; thence
- (6) South 87° 43' 34" East, 119.72 feet, to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L15.1", as designated for Economic Development Conveyance, more particularly described as follows:
All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 21, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 1035.38 feet; thence, South 02° 40' 54" West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

- (1) South 87° 46' 19" East, 180.23 feet; thence, non-tangentially
- (2) Southeasterly, along the arc of a curve to the right, concave to the southwest, the center of which bears South 02° 13' 56" West, 30.00 feet, through a central angle of 90°00'42", a distance of 47.13 feet to a point of cusp; thence,
- (3) South 02° 12' 56" West, 299.03 feet; thence
- (4) North 87° 47' 27" West, 229.51 feet; thence
- (5) North 02° 10' 34" East, 208.96 feet; thence
- (6) South 87° 47' 08" East, 18.45 feet; thence
- (7) North 02° 40' 54" East, 120.15 feet to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L36", as designated for Economic Development Conveyance, more particularly described as follows:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 4 (Exception), as said Parcel 4 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 605.36 feet; thence South 02° 14' 32" West, 60.03 feet to a 3/4" iron pipe with plastic plug marked "RCE 15310", said point being the True Point of Beginning; thence, from said True Point of Beginning,

(1) South 02° 14' 01" West, 118.08 feet; thence,

(2) South 02° 14' 50" West, 205.76 feet; thence,

(3) North 87° 47' 14" West, 156.10 feet; thence,

(4) North 02° 12' 53" East, 293.91 feet; thence, non-tangentially,

(5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 47' 14" East, 30.00 feet, through a central angle of 90° 03' 54", a distance of 47.16 feet to a point of cusp; thence

(6) South 87° 45' 22" East, 126.23 feet to the True Point of Beginning.

Also Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL IX:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19 Surveys, Page 1, at records of Monterey County, California, being more particularly described as follows:

Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20 of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 1290.75 feet; thence leaving said road,

(1) North 2° 13' 43" East, 87.03 feet; thence,

(2) South 87° 46' 17" East, 168.05 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.05 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL X:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19, Surveys, at Page 1, records of Monterey County, California, being more particularly described as follows: Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20, of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 672.77 feet; thence leaving said road,

(1) North 2° 13' 43" East, 87.03 feet; thence

(2) South 87° 46' 17" East, 168.03 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.03 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County. APN: 031-151-054 (Parcel I), 031-151-056 (Parcel II), 031-151-055 (Parcel III), 031-151-032 (Parcel IV) 031-151-031 (Parcel V), 031-151-029 (Parcel VI), 031-151-039 (Parcel VII), 031-151-040 (Parcel VIII), 031-261-004 (Parcel IX), 031-261-003 (Parcel X)

EXHIBIT B

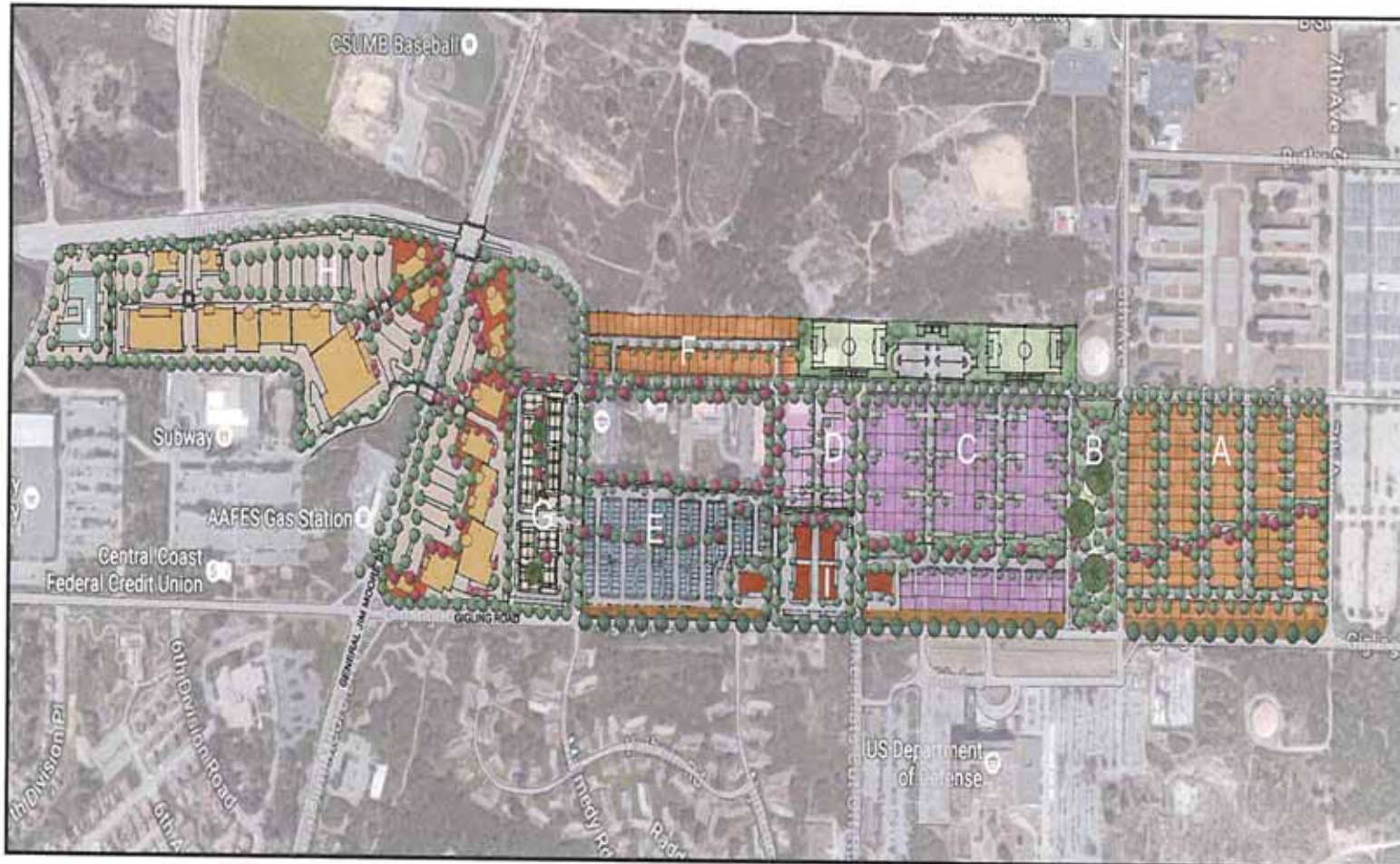
LIST OF DOCUMENTS DELIVERED TO BUYER

The list of documents shall be determined during the Due Diligence Period.

EXHIBIT C

CONCEPTUAL PLAN

[SEE ATTACHED]



- A. 152 Single Family Homes
- B. Park
- C. 162 Large SFD Cluster Homes
- D. 24 Large SFD Cluster Homes

- E. 168 Townhomes
- F. 45 Single Family Homes
- G. 181 Apartments
- H. Neighborhood Commercial & Regional Commercial

- I. Flex-Tech Commercial
- J. Hotel

Neighborhood Commercial = 119,730 SF
399 Parking Stalls Required / 457 Provided

Regional Commercial = 226,311 SF
754 Parking Stalls Required / 827 Provided

Flex-Tech Commercial Buildings = 57,400 SF

Totals
Single Family Detached = 383 units
Townhomes = 168 units
Total Housing Units = 551 units
Apartments = 181 units

SURPLUS II, Seaside, CA
October 12, 2011
KB - BAKWELL SEASIDE VENTURES, LLC

CONCEPTUAL LAND USE EXHIBIT

3381 Walnut Blvd Suite 120 Brentwood, CA 94513

EXHIBIT D

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
CITY OF SEASIDE, a municipal corporation [, as 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").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth
below.

Dated: _____, 20__

CITY OF SEASIDE

By: _____

Print Name: _____

Mayor

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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 _____ (Seal)

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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 _____ (Seal)

EXHIBIT A

Legal Description of the Land

(Attached)

EXHIBIT E

DEPICTION OF HAMMERHEAD BUILDINGS



EXHIBIT F

MEMORANDUM OF AGREEMENT

Recording requested by,
and when recorded return to:

Attn: _____

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed as of _____, 201_, by and between [SELLER], a [status] ("Seller"), and [BUYER], a [status] ("Buyer").

1. The parties have entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of _____, 201_ (the "Agreement"), which is incorporated herein by reference as if fully set forth herein. All capitalized terms not defined herein shall have the meanings ascribed to them set forth in the Agreement.

2. Pursuant to the Agreement, Seller has agreed to sell to Buyer certain real property described on Exhibit A hereto (the "Property").

3. The parties desire to make Buyer's right to purchase the Property a matter of public record and therefore have caused this Memorandum to be recorded in the Official Records of [County], California. If there is any inconsistency between the Agreement and the Memorandum, the Agreement shall control and govern the rights and duties of Buyer and Seller.

IN WITNESS WHEREOF, the parties have signed this Memorandum as of the date first above written.

BUYER:

[BUYER],
a [status]

By: _____
Name: _____
Title: _____

SELLER:

[SELLER],
a [status]

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Land

(Attached)

SCHEDULE 5.7
STAFF HOURLY RATES

(Attached)

CITY OF SEASIDE - Resource Management Services Department			
Cost Reimbursement Billing Rates - July 1, 2016 through December 31, 2016			
NAME		FULLY BURDENED HOURLY BILLING RATE (FY 2016-2017)	INDIRECT * COST ALLOCATION RATE (FY 2016-2017)
Resources Management Services Administration, includes planning & Econ Dev			
DAVE FORTUNE	01-0046	\$ 90.21	11.37%
LEE MURRAY	01-1004	\$ 58.67	11.37%
KURT OVERMYER	01-1113	\$ 69.67	11.37%
STEARNS, GLORIA	01-1116	\$ 61.73	11.37%
SHARON MIKESELL	01-1014	\$ 58.73	11.37%
RICK MEDINA	01-0094	\$ 75.36	11.37%
Engineering Services:			
RICK RIEDL	01-0713	\$ 93.40	17.59%
SCOTT OTTMAR	01-0770	\$ 66.38	17.59%
LESLIE LLANTERO	01-0145	\$ 73.86	17.59%

* The indirect cost allocation amount is billed as a separate line item. It is an allowable reimbursement cost per the City of Seaside Full Cost Allocation Plan, which was prepared by Mahoney & Associates Consulting, LLC.

SCHEDULE 5.9

SCHEDULE OF PERFORMANCE

1. Within one (1) month after execution of the Agreement, the Seller (City) shall provide the Buyer (Developer) with the City of Seaside Development Application Submittal Checklist which includes all submittal requirements for a complete Specific Plan and/or Planned Development application and a Tentative Map application. The list of submittal requirements shall be of sufficient scope and detail so that when Developer completes the requirements, the City can make a finding that the entire application is “deemed complete”.
2. Within six (6) months after the date Buyer (Developer) has delivered the Due Diligence Approval Notice, Developer shall deliver to the City a fully completed and executed development application for City staff to review and consider approval consisting of the following:
 - i. An application for a new Specific Plan and/or Planned Development for the “Surplus II” and “26 Acre Parcels” development area which is inclusive of all of the Property in accordance with the submittal requirements of the City for a complete application (i.e. requirements provided by the City in item 1 above).
 - ii. A “Project Description” for use in establishing the scope of the CEQA review process.
 - iii. A Tentative Map Application showing all lots and parcels of land to be subdivided and the preliminary grading, improvements and utility designs serving each lot.
 - iv. A Preliminary Phasing Plan for the Project
 - v. Supporting studies as necessary for a complete application of the items above.
3. Within ten (10) months after the Developer has submitted the completed Specific Plan and/or Planned Development Application and Tentative Map application, the City (in cooperation with Developer) shall prepare a draft Development Agreement and draft set of conditions of approval for the Project. Developer shall promptly provide comments to the City on the initial draft of the Agreement and subsequent drafts submitted by the City.

4. Within twelve (12) months after the Developer has submitted the completed Specific Plan Application and other documents in item 2, the City staff shall complete the CEQA analysis, project review and conduct all public hearings to consider approval of all discretionary entitlements necessary for construction of the Project including but not limited to, the Specific Plan, Planned Development, the CEQA review, the Tentative Map and the Development Agreement (“The Entitlement Approvals”).
5. Within two (2) months after the Entitlement Approvals, Developer shall deliver to the City for City staff review and approval the following items:
 - i) Evidence of financing and a financing plan showing sources and uses as to how the Developer is capitalized and qualified to build the project. (“the Financing Plan”)
 - ii) A schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Project inclusive of any phasing and phase delivery schedules for the proposed project (“the Development Schedule”).
 - iii) An organizational chart of the Developer that corresponds to the proposed Development Program (“the Organizational Chart”).
6. Within nine (9) months after the Entitlement Approvals, Developer shall submit final grading plan, improvement plans and Final Map prepared substantially in conformance with the Approved Tentative Map for the project. If the project is Phased this shall pertain to the first Phase only as may be applicable.
7. Within three (3) months of submittal of the final grading plans, improvement plans and final map, the City shall review and approve these plans. The Final Map will be presented to the City Council for approval and recorded as soon as possible thereafter.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager
Sharon Mikesell, Administrative Analyst

DATE: August 16, 2018

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF
BROADWAY AVENUE FROM ALHAMBRA TO CALAVERAS
STREETS FOR PARK(ING)DAY ON SEPTEMBER 22, 2018**

PURPOSE & RECOMMENDATION

The purpose of this item is to request that the City Council approve a resolution closing Broadway Avenue between Alhambra and Calaveras Streets for Seaside's third annual PARK-ing Day on September 22, 2018. It is recommended that this area that is adjacent to the Seaside Certified Farmer's Market be closed during the same hours 8am to 3pm for the event to be held from 10-2.

BACKGROUND

PARK(ing) Day is an international event where artists, designers and citizens transform parking spots into temporary public parks. In 2016, Seaside held it's first PARK(ing) Day and received a California Association for Local Economic Development (CALED) Award of Merit for Economic Development Promotions as the event jump-started economic momentum through tactical urbanism.

Following the Council's suggestion to encourage family and youth participation, the event was moved to Saturday starting in 2017 when it relocated to Echo Avenue due to the Broadway construction project.

In 2018, the PARK-ing Day festivities will return to Broadway and be held adjacent to the Saturday Seaside Certified Farmer's Market and the traffic control plan used for Hot Cars/Cool Nights can be used for the concurrent events. The popular judged event will run from 10 am to 2 pm and the closure times allows time for both events participants to setup and teardown.

The two concurrent events will bring customers to the surrounding businesses and boost

Seaside's West Broadway Urban Village corridor's status as a vibrant community.

FISCAL IMPACT

There is no fiscal impact associated with the proposed action.

ATTACHMENTS

1. Special Event Application wTraffic Control
 2. 2018 PARK-ing Day RESOLUTION NO
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SPECIAL CITY DEPARTMENT SERVICES REQUEST APPLICATION

DEPARTMENT Community Development
CONTACT NAME Sharon Mike Sell / Gloria Stearns
PHONE# X6734 X6830
Names and phone numbers of person(s) in charge of the event who can be contacted during the event.

EMAIL: smikesell@ci.seaside.ca.us gstearns@ci.seaside.ca.us

EVENT NAME: PARK-ing Day

Type of Event transform parking spaces into park-lets

Setup	Date	<u>Sat 9/22/18</u>	Time	<u>8AM</u>
Event Starts	Date	<u>↓</u>	Time	<u>10am</u>
Event Ends	Date	<u>↓</u>	Time	<u>2pm</u>
Dismantle	Date	<u>↓</u>	Time	<u>reopen by 3pm</u>

(concurrent w/ Farmers market)

SITE LOCATION Alhambra to Calaveras

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.

use Hot Cars - Cool Nights traffic plan
will be adjacent to Farmers Market

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

police + fire are likely participants in event

SIGNS POSTED see Hot Cars Cool Nights traffic plan

OF PARTICIPANTS abt 30

IS THE EVENT OPEN TO THE PUBLIC? ☒ YES ☐ NO
IS ADMISSION CHARGED? ☐ YES ☒ NO

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

public works for road closure

PORTABLE TOILETS NEEDS/LOCATION will use portapotty already on site for Farmers Market

TRASH COLLECTION/DISPOSAL NEEDS: NA 680 Broadway

PARKING ARRANGEMENTS:

Public Parking Needs

NA same as Hot Cars Cool Nites

SPECIAL EQUIPMENT NEEDED

- | | | |
|---|---------------------------------------|---|
| ☒ P.A. System | ☐ Generator(s) | ☐ Tables and/or Chairs – How many? |
| ☐ Booths | ☐ Bleachers | ☐ Stages |
| ☐ Tents | ☐ Banners | ☒ Barricades |
| ☐ Other | | |

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

If YES, please attach Health Department Food Vendor Certificate.

☐ YES ☒ NO

DO YOU INTEND TO SELL OTHER MERCHANDISE?

of Vendors _____

☐ YES ☒ NO

Describe the type of merchandise.

WILL ALCOHOL BE SERVED OR SOLD?

If yes, please attach ABC license.

☐ YES ☒ NO

WILL EVENT INCLUDE MUSIC OR LIVE PERFORMANCES?

☐ YES ☐ NO

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

Social Media, possibly Montecito Weekly

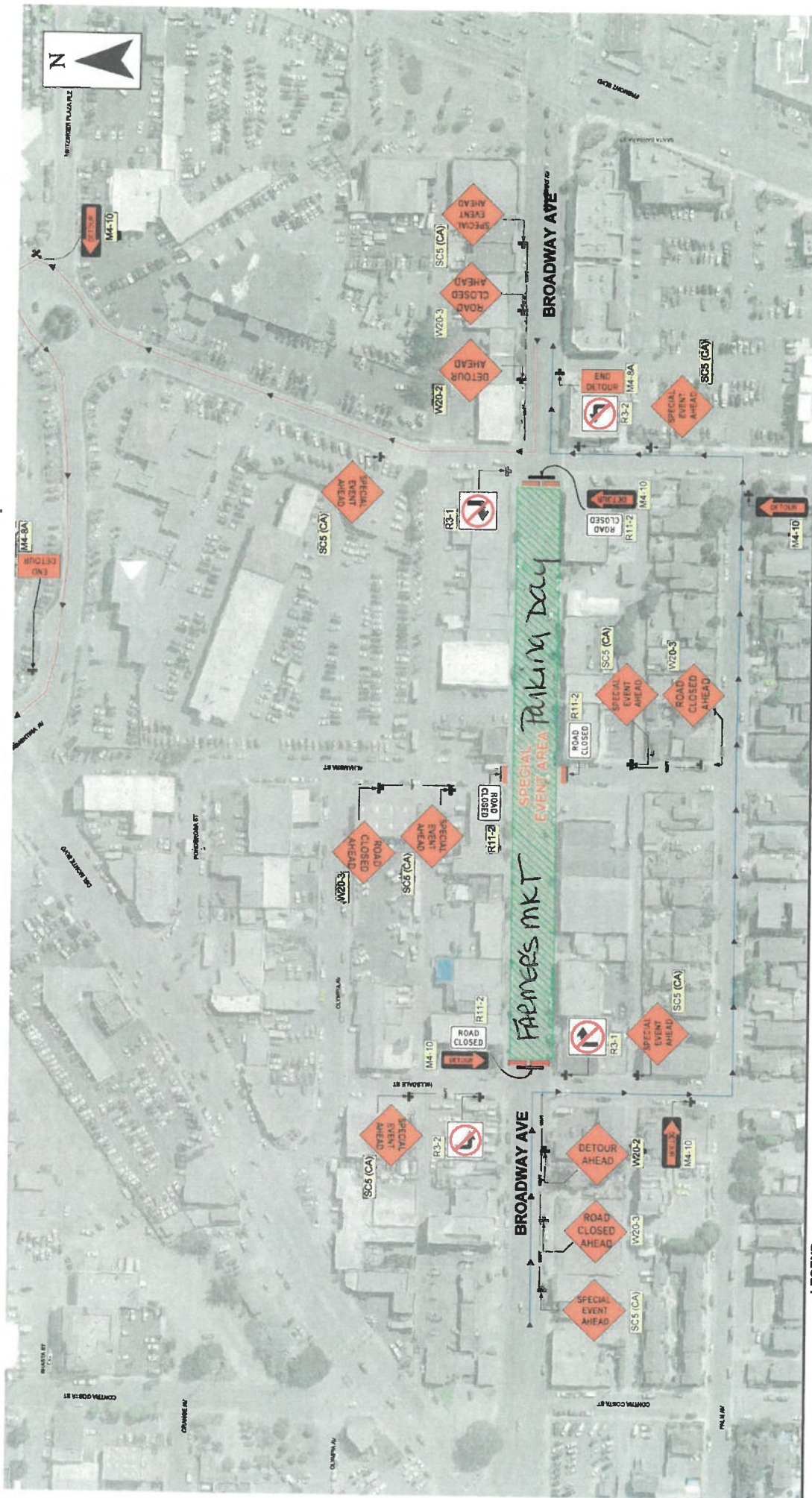
WILL FILM, VIDEO, OR PHOTOGRAPHY BE INVOLVED WITH THE PRODUCTION OF THE EVENT?

No

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

will be adjacent to farmer's market event

FOR PARKING DAY 9/22/18



LEGEND

- SC5(CA) - SPECIAL EVENT AHEAD SIGN
- W20-3 - ROAD CLOSED AHEAD SIGN
- W20-2 - DETOUR AHEAD SIGN
- R3-1 - NO RIGHT TURN SIGN
- R3-2 - NO LEFT TURN SIGN
- M4-9A - END DETOUR SIGN
- M4-10 - DETOUR SIGN
- R11-2 - ROAD CLOSED SIGN

- EB TRAFFIC
- WB TRAFFIC
- TYPE 3 BARRICADE



HOT CARS COOL NIGHTS T.C.P. 2018
CITY OF SEASIDE, PUBLIC WORKS DIVISION
440 HARDCOURT AVENUE
SEASIDE, CA 93955
(831) 899-6884



RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CLOSURE OF BROADWAY AVENUE BETWEEN
ALHAMBRA AND CALAVERAS STREETS FOR (PARK)ING DAY
ON SEPTEMBER 22, 2018**

WHEREAS, the closing of Broadway Avenue between Alhambra and Calaveras Streets is necessary for PARK(ing) Day 2018 in the City of Seaside; and

WHEREAS, it is also necessary to close Broadway Avenue, between Hillsdale and Alhambra Street to insure the safety of the public during the Seaside Certified Farmer's Market held on Saturdays between 8 am and 3 pm.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the concurrent closure of Broadway Avenue between Alhambra and Calavearas Streets to ensure the safety of the public during these City sponsored events.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of August, 2018 by the following vote:

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

APPROVED:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager
Sharon Mikesell, Administrative Analyst

DATE: August 16, 2018

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF
THE 600 BLOCK OF BROADWAY ON FRIDAY OCTOBER 26 FROM
5-9PM FOR THE ZOMBIE PROM EVENT.**

PURPOSE & RECOMMENDATION

The purpose of this item is to approve a resolution approving the closure of the 600 block of Broadway avenue (between Hillsdale and Alhambra) on Friday, October 26 from 5-9 PM for the Zombie Prom street dance and costume party.

BACKGROUND

The City of Seaside is actively revitalizing the West Broadway Urban Village area with events and activities to Include/Innovate/Inspire. The Zombie Prom event will include a street dance, and costume party to include the CSUMB community as a fun place to spend Friday evening along with Seaside residents for a fun event.

To ensure the safety of the participants, the same road closure plan as was used for the Seaside Certified Farmer's Market will be used for this event and will close the 600 Block of Broadway between Hillsdale and Calaveras. The Seaside Creates team will be the event coordinators.

FISCAL IMPACT

There is no impact to the general fund regarding this item as it would be included in the community event support line item.

ATTACHMENTS

1. Zombie Prom Traffic Control-same as FM
-

2. 2018 Zombie Prom RESOLUTION NO

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

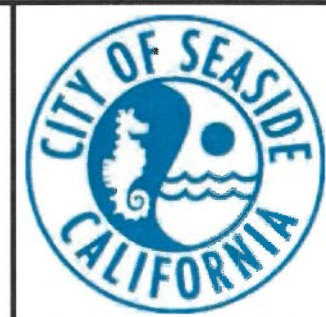


LEGEND

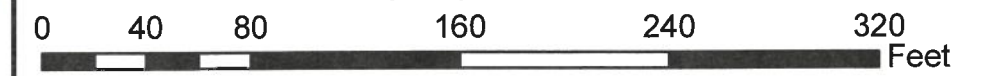
SC5(CA) - SPECIAL EVENT AHEAD
 W20-3 - ROAD CLOSED AHEAD
 W20-2 - DETOUR AHEAD
 R3-1 - NO RIGHT TURN SIGN
 R3-2 - NO LEFT TURN SIGN

M4-8A - END DETOUR SIGN
 M4-10 - DETOUR SIGN
 R11-2 - ROAD CLOSED SIGN

 - EB TRAFFIC
 - WB TRAFFIC
 - TYPE 3 BARRICADE



FARMERS MARKET TRAFFIC CONTROL PLAN 2018
CITY OF SEASIDE, PUBLIC WORKS DIVISION
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831) 899-6884



RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CLOSURE OF BROADWAY AVENUE BETWEEN
HILLSDALE AND ALHAMBRA STREETS FOR ZOMBIE PROM
ON FRIDAY, OCTOBER 26, 2018**

WHEREAS, the City of Seaside desires to include, innovate and inspire goodwill by holding events that will attract CSUMB students to interact with Seaside residents; and

WHEREAS, a Zombie Prom event is an activity to encourage such interaction while enhancing the vibrancy of the West Broadway Urban Village area; and

WHEREAS, the closing of Broadway Avenue between Hillsdale and Alhambra and Calaveras Streets is necessary for Zombie Prom activities from 5-9pm in the City of Seaside; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the closure of Broadway Avenue between Hillsdale and Alhambra Streets to ensure the safety of the public during this City sponsored event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of August, 2018 by the following vote:

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

APPROVED:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent
Ashley Collick

DATE: August 16, 2018

**SUBJECT: ADOPT A RESOLUTION TO ACCEPT THE 2018 – 2020
CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION
(CalVIP) GRANT TOTALING \$500,000.00 (FIVE HUNDRED
THOUSAND DOLLARS.)**

PURPOSE & RECOMMENDATION

The purpose of this item is to adopt a resolution authorizing staff to accept the 2018- 2020 California Violence Intervention and Prevention grant totaling \$500,000.00 and incorporate into the annual budget.

BACKGROUND

The California Violence Intervention and Prevention (CalVIP) program, through a competitive grant process, provides funds for cities that propose to use a local collaborative effort to reduce violence through the use of evidence-based prevention, intervention, and/or suppression activities.

On December 14, 2017 The Board of State and Community Corrections (BSCC) released a Request for Proposals (RFP) for the California Violence Intervention and Prevention Grant. The grant period was May 1, 2018 – April 30, 2020. City Manager approved staff to apply for the grant. The City of Seaside was not recommended for funding.

On July 9, 2018 the City of Seaside was notified that the state had appropriated an additional \$9 million for the CalVIP Grant and the BSCC awarded funding to 19 additional cities including the City of Seaside. Funding will begin on September 1, 2018 and end on August 31st, 2020 and the initial budget proposal was modified and submitted to BSCC on July 31, 2018.

The CalVIP grant is a two-year cycle. \$250,000.00 will be allocated annually with 50% of the funds mandated specifically for Community Based Organizations (CBO). Funding for the CalVIP Program requires a dollar-for-dollar (100 percent) match (cash or in-kind) of the funds

awarded to the recipient. Seaside's CalVIP Advisory and Coordinating Council is responsible for the selection of funding through a competitive RFP process.

Since funding cannot replace or supplant funds that have been appropriated it was necessary to re-convene the Coordinating and Advisory Council on July 23, 2018 for review and recommendations of the funding proposal.

The following adjustments were made based on the revised funding amounts and recommendations by the Coordinating and Advisory Council:

- Two part-time Resource Center Activity Coordinators for Spanish interpreting, client intakes and a Youth Employment Program.
- Provide funding for selected CBO's including Ladies First, Partner for Peace, Community Human Services, Village Project and Community Partnership for Youth.

The Seaside CalVIP grant application was coordinated with the Seaside Blue Ribbon Task Force for the Prevention of Youth Violence, Seaside Finance Department, Seaside's CalVIP Advisory and Coordinating Council Seaside and other stakeholders.

FISCAL IMPACT

The City of Seaside will account for this grant in a Special Revenue fund. All revenues and expenditures will be accounted for in this fund. The grant is funded on a reimbursement basis. The City will bill the State quarterly for costs incurred.

ATTACHMENTS

1. CalVip Resolution 2018
2. REVISED CALVIP BUDGET FOR CC STAFF REPORT AUG 10

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ACCEPTING THE 2018-2020 CALIFORNIA VIOLENCE INTERVENTION AND
PREVENTION GRANT TOTALING \$500,000.00**

WHEREAS, the City of Seaside was awarded a 2018-2020 California Violence Intervention and Prevention program (CalVIP) grant totaling \$500,000.00 and;

WHEREAS, the CalVIP grant cycle is a two year cycle, with funds to be allocated once a year for the two year cycle on a reimbursement basis, and;

WHEREAS, the CalVIP grant funds, will be used to implement a violence reduction, intervention and prevention project, and;

WHEREAS, the CalVIP match requirement is in-kind contributions, with minimal impact to the General Fund, and;

WHEREAS, the City of Seaside is committed to reducing youth and gang violence, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the 2018-2020 CalVIP grant program award and direct the Finance Department to incorporate the grant into the City of Seaside budget.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of August 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

Cal VIP Budget Table: City of Seaside's Violence Intervention and Prevention Program

BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	\$197,851	\$231,932		\$429,783
2. Services and Supplies	\$5,525		\$108,912	\$114,437
3. Professional Services				
4. Community-Based Organization (CBO) Subcontracts	\$296,624	\$28,255	\$45,901	\$370,780
5. Indirect Costs				
6. Equipment/Fixed Assets		\$10,000		\$10,000
7. Project Evaluation		\$50,000		\$50,000
8. Other (Travel, Training, etc.)			\$25,000	\$25,000
TOTALS	\$500,000	\$320,187	\$179,813	\$1,000,000

Cal VIP CBO Subcontract Budget Table

Organization	Grant	Cash Match	In Kind Match	Total
RJP Inc.	\$71,400	\$13,142	\$4,708	\$89,250
Ladies First	\$15,000	\$2,250	\$1,500	\$18,750
Partners for Peace	\$86,293	\$0	\$21,573	\$107,866
Community Human Services	\$35,258	\$8,815	\$0	\$44,073
Village Project	\$42,049	\$4,048	\$6,464	\$52,561
Additional Funding For CBO(s)	\$46,624		\$11,656	\$58,280
Total:	\$296,624	\$28,255	\$45,901	\$370,780

1. Salaries and Benefits

a. Grant Funds Requested: \$197,851

Narrative Detail: Two part time resource coordinators will be hired at the Resource Center. Duties will include providing Spanish translation services, coordinating the Seaside Youth Employment program, and volunteer/ community service program. Total two-year Salary is \$167,008. This includes salary and part time benefits including sick leave and retirement (PARS-1.3% employer)

The Seaside Youth Employment program will be operating during both years of the Cal VIP grant. 20 youth will be recruited; they will be paid \$11.03 per hour for 280 hours (over 7 weeks). The Cal VIP Grant will cover ½ of the total cost which is \$30,844.

Match: \$231,932

Narrative Detail: The Youth Center Supervisor will devote a minimum of 50% of her time to the CalVIP project; this portion of her salary is \$32,581 per year. The full time Youth Violence Prevention Coordinator will devote 25% of his time to the project; this portion of his salary is \$14,519 per year. Total cost for two years equals = \$94,200.

The Recreation Superintendent will devote 25% of his time to the project per year. His salary is \$81,538 annually and 25% per year is \$20,384. The total match share for two years is \$40,769.

The Seaside Chief of Police or designee will devote 5% of their time to the project. Annual Salary is \$173,059 and 5% is \$8,653. The total match share for two years is \$17,306.

The Seaside Police Department School Resource Officer will devote 15% of their time on a regular basis to the project. Annual Salary is \$101,150 and 15% is \$15,173. Total two-year match share is \$30,346.

The Seaside Youth Employment program will be operating during both years of the Cal VIP grant. 20 youth will be recruited; they will be paid \$11.03 per hour for 280 hours (over 7 weeks). Seaside will match the remaining balance of the program which is 30,844.

Youth Education and Resource Center Part time Staff will be responsible for the day to day operation of the center. \$9234 per year will be allocated towards the match for a total of \$18,467.

2. Services and Supplies

a. Grant Funds Requested: \$5,525

Narrative Detail: The SYRC will spend approximately \$3,000 towards public outreach, information sessions, consumables and the mentoring program per year. \$2,525 will be

Cal VIP: City of Seaside Budget Narrative

designated for the Youth Employment program to assist with interview attire, bus passes and other items as needed.

- b. Match: \$108,912

Narrative Detail: Central services for the Seaside Youth Resource Center over a two year period are \$108,912. Central Services for the Youth Resource Center include the internal services provided by the following City departments to the Youth Resource Center: City Council, City Manager, Information Technology Services, City Clerk, City Attorney, Building Maintenance, Human Resources and Finance Services.

3. Professional Services

- a. Grant Funds Requested: \$0
- b. Match: \$0

Narrative Detail: N/A

4. Community-Based Organization (CBO) Subcontracts

- a. Grant Funds Requested: \$296,624

Narrative Detail: The selected CBO's are diverse in their intervention and prevention services and dedicated to providing services in Seaside. See budget table. RJP: Grant funds will cover the salaries of school staff and administration. Ladies First: Grant funds will cover guest speakers, materials and equipment. Partner for Peace: Grant funds will cover the salaries of staff, supplies, and training. Community Human Services: Grant will cover instructor salaries and benefits, and mileage reimbursement. The Village Project: grant will cover a portion of staff salaries and benefits for the STEM program. There is an increase in CBO funding as compared to the original proposal. An additional \$46,624 is available to be distributed, because we are no longer funding two full time positions for the Resource Center.

- b. Match: \$74,156

Narrative Detail: Seaside is requiring contracted CBO's to match a minimum of 25% either in kind or cash. See budget table. RJP: will match a portion of staff salary, benefits and supplies. Ladies First: will match 25% of grant funds with staff salaries and supplies. Partner for Peace: Offices, utilities, custodial support, and equipment. Community Human Services: will cover instructor salaries and benefits, and mileage reimbursement. The Village Project: will cover a portion of staff salaries and benefits for the STEM program. The additional CBO will be required to match a portion of their funding which is detailed in the spread sheet.

5. Indirect Costs

- a. Grant Funds Requested: \$0
- b. Match: \$0

6. Equipment/Fixed Assets

- a. Grant Funds Requested: \$0
- b. Match: \$10,000

Narrative Detail: Equipment will be purchased as needed and is estimated at \$5,000 per year. The employment program will need tablets to assist with their training and equipment inside the resource center will need maintenance and to be updated including new printers and computers for the homework center.

7. Project Evaluation

- a. Grant Funds Requested: \$0
- b. Match: \$50,000

Narrative Detail: Jan Roehl, Ph.D., will conduct the comprehensive evaluation of the Violence Intervention and Prevention Program on a contractual basis over the two year period. Jan Roehl: 588 hours x \$85/hour = \$50,000. Jan's salary increased due to the additional work incurred with adding CBO's.

8. Other (Travel, Training, etc.)

- a. Grant Funds Requested: \$0
- b. Match: \$25,000

Narrative Detail: Training will include expenditures for training and travel for staff to attend the LA Gang Conference, training programs targeting youth mental health, family advocacy, mentorship, and others as needed. Training costs will include registration, mileage, lodging, food and incidentals, \$5,000, per year for a total of \$10,000, Community advisory panels will meet either monthly or quarterly, and panelists will attend community program events. An estimate of their average hourly salary is \$75/hour. Total cost for two years is estimated at \$15,000. In addition funding will be used to support our community based partnership room rentals fees, as several partners will require use of City building and space for their programs. The total match for this category is \$25,000.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: August 16, 2018

SUBJECT: APPROVE A RESOLUTION FOR THE PURCHASE OF MOBILE DATA TERMINALS FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$45,361.21 UTILIZING ASSISTANCE TO FIREFIGHTERS GRANT FUNDING WITH \$4,536.00 IN CITY MATCHING FUNDS.

PURPOSE & RECOMMENDATION

The purpose of this item is for City Council to consider a resolution authorizing the purchase of nine mobile data terminals for the fire department in the amount of \$45,361.21 utilizing Assistance to Firefighter Grant funding with \$4,536.00 in City matching funds.

BACKGROUND

The fire department's current inventory of mobile data terminals is coming up on eight years of age and experiencing connectivity, responsiveness and reliability issues. With the rapidly approaching FirstNet network implementation in California it will be imperative that we have the most up-to-date technology. The FirstNet network will enable the exchange of real-time data and audio/video feeds on the fire ground to assist incident commanders with operational decision-making, situational awareness and maximize search and rescue and suppression effectiveness. Connectivity, responsiveness and reliability will be of the utmost importance.

At the August 2, 2018 City Council meeting, City Council adopted a resolution approving the use of excess funds from a Regional Assistance to Firefighters Grant for the purchase of mobile and portable radios for the fire and public works departments. That scope of work has been completed and excess grant funds exist due to the fact that bids came in lower than expected. FEMA allows departments to utilize excess funds to expand the scope of work. The expanded scope of work will include the purchase of the mobile data terminals.

The City received multiple quotes for this equipment including pricing from Sourcewell, a cooperative purchasing service that provides competitively solicited and awarded contracts. The

lowest bidder is CDW-Government 200 N Milwaukee Ave, Vernon Hills, IL 60061.

FISCAL IMPACT

The fiscal impact to the City is \$4,536.00 in matching funds. Funds are available in the fire department FY18-19 budget.

ATTACHMENTS

1. Resolution
 2. Quote
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**FOR THE PURCHASE OF MOBILE DATA TERMINALS FOR THE FIRE DEPARTMENT IN
THE AMOUNT OF \$45,361.21 UTILIZING ASSISTANCE TO FIREFIGHTERS GRANT
FUNDING WITH \$4,536.00 IN CITY MATCHING FUNDS.**

WHEREAS, the fire department's current inventory of mobile data terminals is coming up on eight years of age and experiencing connectivity, responsiveness and reliability issues; and,

WHEREAS, with the rapidly approaching FirstNet network implementation in California it will be imperative that we have the most up-to-date technology; and,

WHEREAS, at the August 2, 2018 City Council meeting, City Council adopted a resolution approving the use of excess funds from a Regional Assistance to Firefighters Grant for the purchase of mobile and portable radios for the fire and public works departments; and,

WHEREAS, that scope of work has been completed and excess grant funds exist due to the fact that bids came in lower than expected; and,

WHEREAS, FEMA allows departments to utilize excess funds to expand the scope of work; and,

WHEREAS, the City received multiple quotes for this equipment, including pricing from Sourcewell, a cooperative purchasing service that provides competitively solicited and awarded contracts. The lowest bidder is CDW-Government 200 N Milwaukee Avenue, Vernon Hills, IL 60061.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the purchase of Mobile Data Terminals for the fire department in the amount of \$45,361.21 utilizing Assistance to Firefighters Grant funding with \$4,536.00 in City matching funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of August, 2018, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton, City Clerk

QUOTE CONFIRMATION



DEAR TROY LEIST,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JXQN519	7/20/2018	JXQN519	3364007	\$45,361.21

IMPORTANT - PLEASE READ

Fees applied to item(s): 5029799

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 31 Premium Public Sector Service Package - 13.1" - Core Mfg. Part#: CF-311H-03VM UNSPSC: 43211503 Contract: MARKET	9	5029799	\$4,572.84	\$41,155.56

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 5029799	9	654809	\$5.00	\$45.00

PURCHASER BILLING INFO

Billing Address:
CITY OF SEASIDE
ACCOUNTS PAYABLE
440 HARCOURT AVE
SEASIDE, CA 93955-4798
Phone: (831) 899-6394
Payment Terms: Net 30 Days-Govt State/Local

SUBTOTAL	\$41,155.56
SHIPPING	\$353.76
RECYCLING FEE	\$45.00
SALES TAX	\$3,806.89
GRAND TOTAL	\$45,361.21

DELIVER TO

Shipping Address:
CITY OF SEASIDE
TROY LEIST
440 HARCOURT AVE
SEASIDE, CA 93955-4798
Phone: (831) 899-6394
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Amanda Allen

(877) 800-3184

amalle@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: August 16, 2018

SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A USE PERMIT APPLICATION WITH SEQUOIA DEPLOYMENT TO PROCEED WITH A REQUEST TO LOCATE AN UNMANNED TELECOMMUNICATION FACILITY ON SOPER FIELD PARK LOCATED AT 220 COE.

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to adopt a resolution authorizing the City Manager to execute a use permit application with Sequoia Deployment Services to process an unmanned telecommunication facility on a City owned property (Soper Field Park).

BACKGROUND

The City of Seaside has received a request from the applicant, Sequoia Deployment Services representing Verizon Wireless, to process a Use Permit Application for a telecommunication facility near the northeast corner of Soper Field. A requirement of a Use Permit Application is for the applicant to receive written authorization from the property owner for the proposed improvements. The Use Permit Application is listed as Exhibit "A" to Attachment 1 (Draft Resolution). Location Map is listed as Attachment 2.

In accordance with Section 17.54.050.C of the Seaside Municipal Code (SMC), in order to meet the necessary siting standards for telecommunication facilities to best benefit the citizens of Seaside, the City shall always consider City owned sites as the highest priority for such facilities. The Use Permit process would provide notice to the surrounding neighborhood to ensure that said use would not adversely affect the public health, peace, safety, or welfare. With the issuance of a Use Permit, the telecommunication facility would be consistent with the General Plan.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 et seq. (“CEQA”), and the Guidelines for Implementation of the California Environmental Quality Act, 14 C.C.R. §§ 15000 et seq. (the “CEQA Guidelines”), staff evaluated the project for any significant effect on the environment. Staff concludes that the project qualifies for a categorical exemption from environmental review under CEQA Guidelines § 15303, which exempts the:

Evidence: Construction and location of limited numbers of new, small facilities or structure; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure would qualify as a Class Categorical Exemption from CEQA Guidelines.

FISCAL IMPACT

The City of Seaside would receive a monthly rental payment from Verizon Wireless for the location of a telecommunication facility on City owned land.

ATTACHMENTS

1. Attachment 1 - Draft Resolution
 2. Attachment 1 Exhibit A - Use Permit Application
 3. Attachment 2 - Location Map
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18 - XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE,

**AUTHORIZING THE CITY MANAGER TO EXECUTE A USE PERMIT
APPLICATION WITH SEQUOIA DEVELOPMENT TO PROCEED WITH A
REQUEST TO LOCATE AN UNMANNED TELECOMMUNICATION FACILITY ON
SOPER FIELD LOCATED AT 220 COE AVENUE.**

WHEREAS, the City of Seaside has received a proposal from Sequoia Deployment for the processing of a use permit for a telecommunication facility on a city owned property; and

WHEREAS, in accordance with Section 17.54.050.C of the Seaside Municipal Code, in order to meet the necessary siting standards for telecommunication facilities to best benefit the citizens of Seaside, the City shall always consider City owned sites as the highest priority for such facilities; and

WHEREAS, the application requirements for a use permit require that the applicant receive provide the signature of the property owner of a project site; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute the use permit application for a telecommunication facility on a city owned property as described in the project description of the Use Permit Application provided as Exhibit "A".

PASSED AND ADOPTED at a regular meeting of the City Council meeting of the City of Seaside duly held on the 16th day of August, 2018 by the following vote:

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

Ralph Rubio
Mayor, Seaside City Council

ATTEST:

Lesley Milton-Rerig, City Clerk



CITY OF SEASIDE

Resource Management Services | Planning Division
Use Permit / Minor Use Permit Application

UP-18-_____

MUP-18-_____

File # _____

TO BE COMPLETED BY APPLICANT

Project Address or Location: 220 Coe Avenue **APN:** 031-051-025

Project Description (attach if needed): (1) 70' tall stadium light with (6) 6' panel antennas, (6) RRUs, (2) hybrid trunks, (1) pole mounted DC surge protector, (1) rack mounted DC surge protector, (1) pad mounted equipment cabinet, (1) rack mounted ILC panel, (1) rack mounted meter, (1) GPS antenna and (1) pad mounted 20 KW backup generator. All antennas and RRUs will be mounted to the pole between 42' and 58' high. All ground equipment will be located within a 225 Sq Ft lease area surrounded by a 10' high chain link fence.

Applicant / Primary Contact:

Name: Ben Hackstedde w/sequoia Deployment Services representing Verizon Wireless

Address: 22471 Aspan Street, Suite 290 City: Lake Forest State: CA Zip: 92630

Phone Contact: (949) 259-3344 Email: ben.hackstedde@sequoia-ds.com

Property Owner:

Name: City of Seaside / Craig Malin-City MGR

Address: 440 Harcourt Ave. City: Seaside State: CA Zip: 93955

Phone Contact: (831) 899-6701 Email: cmalin@ci.seaside.ca.us

Property Owner's Statement: "By my signature, I hereby certify that I am the legal owner of record of the property identified in this application and that I approve of the requested action herein. I further certify that all data, information, plans and evidence submitted as part of this application is true and correct to the best of my knowledge."

Signature: _____

Date: _____

Submittal Requirements

- 1. Plan Set** - All plans shall be accurate and clearly drawn to scale on sheets a minimum size of 18"x24" and up to a maximum size of 24" x 36" using either an engineer's or architect's scale. **Five (5) full-size folded copies** shall be submitted with the application for initial review. Once any revisions are made and the application is deemed complete, **eight (8) full-size folded copies** and **one (1) set of reduced copies** (11"x17") of the amended plans will be required. The set of reduced plans may be submitted electronically in PDF format.
- 2. Project Description** – Describe the proposed use of the subject property or tenant space including a description of the business and/or use, operational hours, use of floor area and outside areas, number of employees, number of seats (*restaurant uses and meeting spaces*), number of fleet vehicles, and any other relevant information.
- 3. Site Plan** – Show all property lines and dimensions, adjacent streets and alleys, required setbacks, structures, driveways, parking spaces, landscaped areas, signs, trash enclosures, etc. on a scaled plan of the entire subject property. Include all north arrow, structure dimensions, distances from other structures, and distances to adjacent property lines.
- 4. Floor Plan** – Include existing and proposed plans for all tenant spaces, interior living spaces, windows, walls and doors.
- 5. Elevations** – Include all exterior elevations. (*New Construction only*)
- 6. Pre-stamped envelopes** for all properties within a 300-foot radius (*consult staff for amount*)
- 7. Additional information** as requested by Staff following initial review of the project.

TO BE COMPLETED BY STAFF

☐ **Large Commercial** ($\geq 5,000$ sq. ft)

☐ **Small Commercial** ($< 5,000$ sq. ft)

☐ **Single-Family Dwelling**

☐ **Multi-family** (*more than 1 dwelling*)

☐ **Minor Use Permit**

Fee Collected: _____ Receipt #: _____ Accepted By: _____ Date Accepted: _____

Location Map

Project Site: 220 Coe Avenue (Soper Field Park)





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha, Associate Planner

DATE: August 16, 2018

SUBJECT: INTRODUCTION OF AN ORDINANCE ADOPTING TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE; ALSO AN INTRODUCTION OF A RESOLUTION ADOPTING AN ADDENDUM TO THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FIRST READING - ROLL CALL VOTE).

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider text amendments to The West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide. An Addendum to the West Broadway Specific Plan Final Environmental Impact Report (EIR) has been prepared for the proposed text amendments. It is recommended that the City Council take the following actions:

1. Open the public hearing, accept public testimony/comments; and
2. Adopt a Resolution for the Addendum to the West Broadway Urban Village Plan Final EIR for the proposed text amendments in accordance with the California Environmental Quality Act Guidelines; and
3. Accept the first reading of the Draft Ordinance provided for the proposed text amendments to The West Broadway Urban Village Specific Plan and the Specific Plan Development Standards User Guide.

BACKGROUND

The preparation of the West Broadway Avenue Specific Plan began in the summer of 2007 with the creation of an Advisory Committee to oversee and guide development of the Specific Plan process. An extensive community participation process and the creation of an Advisory Committee to inform creation of the Plan were undertaken. The West Broadway Urban Village Plan and the Specific Plan Development Standards User Guide became effective on January 21,

2010. The Plan was recognized and awarded for its content regarding the development and revitalization of Seaside's downtown.

Chapter Seven of the West Broadway Urban Village Plan consists of development standards and design guidelines for residential and mixed-use development related to site planning, streetscapes, parking, open space, building and landscape design, signage, lighting and resource conservation. The Specific Plan Development Standards User Guide was developed from sections of the West Broadway Urban Village Plan and there are some overlapping text amendments in both documents.

ENVIRONMENTAL REVIEW

A Notice of Preparation (NOP) of the Draft Environmental Impact Report (DEIR) (SCH No. 2008091147) for the West Broadway Avenue Urban Village Specific Plan project was prepared and circulated on July 7, 2009. The Draft EIR was made available for public review and comment from July 7, 2009 to August 20, 2009. (Draft EIR: <https://www.ci.seaside.ca.us/DocumentCenter/View/388/Draft-Environmental-Impact-Report-PDF?bidId=> , Appendices: <https://www.ci.seaside.ca.us/DocumentCenter/View/387/Draft-Environmental-Impact-Report---Appendices-PDF?bidId=>).

Comments were received from various public agencies and a number of individuals. The Final EIR contains copies of the comments, provides responses to those comments, and includes text revisions to the Draft EIR. No substantial changes to the Draft EIR were required, and the Final EIR includes the entire Draft EIR by reference. (Final EIR and Appendices: <https://www.ci.seaside.ca.us/DocumentCenter/View/392/Final-Environmental-Impact-Report-and-Appendices-PDF?bidId=>). Public hearings were held before the City of Seaside Planning Commission on August 12 and October 14, 2009.

The City of Seaside has prepared an Addendum to the West Broadway Urban Village Specific Plan Final EIR for the proposed text amendments to the West Broadway Urban Village Plan and the Specific Plan Development Standards User Guide pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15162 through 15164. Based on the analysis of the environmental checklist contained within the Addendum, it has been determined that the proposed text amendments would not result in a direct or indirect physical change in the environment since the proposed text amendments solely consist of clarifying text, creating consistency in the text, and removing redundant text of the zoning regulations for the West Broadway Urban Village Plan and the Specific Plan Development Standards User Guide and, therefore, would not result in any new development. The Addendum is provided as Exhibit A to Attachment 1.

STAFF ANALYSIS

The proposed text amendments to the West Broadway Urban Village Specific Plan and the Specific Plan Development Standards User Guide are intended to make the documents more user-friendly, create consistency throughout the documents, and to remove redundant language. This is proposed to be accomplished through proposing text amendments to Section B. Development Standards, through the elimination and addition of text as well as revisions to the

permitted use tables. The resulting documents are more user-friendly, internally consistent, and comprehensive.

On July 25, 2018 the Planning Commission motioned to approve the following additional text amendments: separating the day spa use from therapeutic massage, which were listed together in the permitted use table, and keeping day spas as permitted with a Minor Use Permit and only allowing for therapeutic massage on the ground floor of primary streets in the WBUV with a Use Permit. The Planning Commission unanimously adopted a resolution recommending that the City Council adopt an Addendum to the West Broadway Urban Village Specific Plan Final EIR and also unanimously adopted a Resolution recommending that the City Council adopt the Ordinance for proposed text amendments to the West Broadway Urban Village Specific Plan and the Specific Plan Development Standards User Guide.

CONCLUSION

City staff recommends the City Council open the public hearing, accept public testimony/comments, and adopt a Resolution certifying an Addendum to the West Broadway Urban Village Specific Plan Final EIR for the proposed text amendments in accordance with the California Environmental Quality Act Guidelines; and staff recommends the City Council accept the first reading of the Draft Ordinance provided for the proposed text amendments to The West Broadway Urban Village Specific Plan and the Specific Plan Development Standards User Guide.

FISCAL IMPACT

There are no direct fiscal impacts to the City associated with the approval of the resolution or ordinance.

ATTACHMENTS

1. Attachment 1 Resolution Addendum
2. Exhibit A to Attachment 1, Addendum
3. Attachment 2 Resolution Ordinance
4. Exhibit A to Attachment 2, Proposed Text Amendments

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

ADOPTING AN ADDENDUM TO THE WEST BROADWAY SPECIFIC PLAN FINAL EIR FOR PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE.

WHEREAS, pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15162 and 15164, an Addendum to the West Broadway Specific Plan Final EIR was prepared, and is made a part of the Resolution for the Draft Ordinance by reference; and

WHEREAS, the City of Seaside has prepared an Addendum (Exhibit A to Attachment 1) to the West Broadway Urban Village Final EIR for the adoption of proposed text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide, and

WHEREAS, it is the responsibility of the Planning Commission to consider and weigh the merits of the Addendum to the West Broadway Urban Village Specific Plan Final EIR and text amendments in relation to the policies, standards and intent of the West Broadway Urban Village Specific Plan and Seaside Municipal Code in making its determination and recommendations to the City Council on the proposed Addendum; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed Addendum at a duly noticed public hearing held on July 25, 2018 and made a recommendation to the City Council to adopt the proposed Addendum to the West Broadway Specific Plan Final EIR; and

WHEREAS, it is the responsibility of the City Council to consider and weight the merits of the addendum for the text amendments in relation to the policies, standards and intent of the West Broadway Urban Village Specific Plan and Seaside Municipal Code in making its determination on the proposed addendum to the West Broadway Urban Village Specific Plan Final EIR is made a part of the Resolution for the Draft Ordinance by reference.

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the following findings in support of its adoption of the Addendum to the West Broadway Urban Village Final EIR:

1. The proposed text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide are not subject to any of the conditions described in Section 15162, calling for the preparation of a subsequent EIR or negative

declaration. This addendum has been prepared in accordance with CEQA Guidelines Section 15162 through 15164 and does not constitute a change in the Project.

2. The proposed text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide do not create substantial changes in circumstances to the information analyzed in the West Broadway Urban Village Specific Plan Final EIR.
3. The proposed text amendments do not consist of any significant changes to any of the analyzed categories of the approved EIR and will not be substantially more severe, as the proposed text changes being proposed to clarify, create consistency, and remove redundant zoning sections.
4. There are no new feasible mitigation measures or alternatives that are being adopted, nor any other changes of significance associated with the proposed text amendments.
5. There are no different mitigation measures or alternatives that would reduce significant effects that are not being adopted nor any other changes of significance associated with the proposed text amendments.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Addendum prepared to evaluate the potential environmental effects associated with the revised language for the proposed text amendments is provided as Exhibit A to this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 16th of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

ADDENDUM TO THE

**West Broadway Avenue Urban Village Specific Plan Final
Environmental Impact Report**

TO IMPLEMENT THE

**Proposed Text Amendments to the West Broadway Urban
Village Plan and The Specific Plan Development Standards
User Guide**

Prepared by

**City of Seaside
440 Harcourt Avenue
Seaside, California 93955**

June 15, 2018

**ADDENDUM TO THE
WEST BROADWAY AVENUE URBAN VILLAGE SPECIFIC PLAN FINAL ENVIRONMENTAL
IMPACT REPORT
FOR
PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN
AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE**

1. Purpose

The City of Seaside is proposing text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide, for which none of the conditions described in Section 15162, calling for the preparation of a subsequent EIR or negative declaration, have occurred.

History of West Broadway Avenue Urban Village Specific Plan DEIR and EIR:

A Notice of Preparation (NOP) of the Draft Environmental Impact Report (DEIR) (SCH No. 2008091147) for the West Broadway Avenue Urban Village Specific Plan project was prepared and circulated on July 7, 2009. The Draft EIR was made available for public review and comment from July 7, 2009 to August 20, 2009. Comments were received from various public agencies and a number of individuals. The Final EIR contains copies of the comments, provides responses to those comments, and includes text revisions to the Draft EIR. No substantial changes to the Draft EIR were required, and the Final EIR includes the entire Draft EIR by reference. Public hearings were held before the City of Seaside Planning Commission on August 12 and October 14, 2009.

2. The Previously Approved Project

The DEIR and EIR analyzed the land use plan for the West Broadway Avenue Urban Village Specific Plan, including: a mix of multi-family residential, office, commercial, and park uses.

Aspects of the new urban core or village include:

- 494 residential units
- 28,700 square feet of new office development
- 296,800 square feet of commercial/retail development
- A new hotel with approximately 250 rooms
- A new 20,000 square foot public library
- 53,000 square feet of outdoor space
- and 500 new off-street parking spaces

The EIR identified all categories in the Environmental Checklist, except Greenhouse Gas Emissions, as having less than significant impacts with mitigation measures. The previously adopted EIR indicated Greenhouse Gas Emissions Cumulative Impact and Although mitigation measures for energy efficiency, water conservation, transportation demand, and carbon sequestration identified above would reduce the project's net GHG emissions, implementation of the Specific Plan and the project-related automobile use would still increase GHGs over existing conditions, which would considerably contribute to global warming and would interfere with the City's efforts to reduce emissions below 1990 levels. The project's contribution to global climate change therefore remains significant and unavoidable the City has determined that the benefits of the project would outweigh the significant and unavoidable impact related to

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

GHG emissions. Design measures of the Specific Plan, such as a pedestrian-oriented environment and the development of a multi-modal transit station, could, overtime, achieve a reduction in GHG emissions when compared to a “business-as-usual” scenario.

3. Project Changes Addressed in this Addendum

The City of Seaside is proposing text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide, for which none of the conditions described in Section 15162, calling for the preparation of a subsequent EIR or negative declaration, have occurred.

4. Required Findings for Use of an Addendum

Section 15164 of the State CEQA Guidelines states that an Addendum to an earlier EIR may be prepared if only minor technical changes or additions are necessary to the previously adopted document, or if none of the conditions described in Section 15162 calling for preparation of a subsequent EIR or negative declaration have occurred. Section 15162 of the State CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. A proposed change in a project will require preparation of a subsequent environmental document if:

A. The change in the project is substantial.

Substantial changes in the project are those that would require major revisions of the previous environmental document due to the involvement of new significant environmental effects, or if a substantial increase in the severity of previously identified significant effects has occurred.

B. The circumstances under which the project is undertaken have substantially changed.

Substantial changes in circumstances are those that would require major revisions of the previous environmental document in order to describe and analyze new significant environmental effects, or any changes that would cause a substantial increase in the severity of the previously identified significant effects.

C. New information of substantial importance, which was not known and could not have been known, with the exercise of reasonable diligence at the time the previous environmental document was approved, shows:

(1) The project will have one or more significant effects not discussed in the previous environmental document;

(2) The significant effects previously examined will be substantially more severe than identified in the previous environmental document;

(3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or

(4) Mitigation measures or alternatives that are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

If none of the above conditions are met, the City may prepare an Addendum in order to make minor technical changes to a previously adopted EIR and to document its analysis as to why no further environmental review is required.

In performing the required analysis and determining that the criteria are met for use of an addendum, this Addendum relies on use of a Modified Environmental Checklist Form. Section 7 of this document contains the Modified Environmental Checklist Form, with certain topic specific discussions. Section 8 explains the basis for response to the questions in Section 7, because the same responses address numerous checklist questions and topics. This Addendum has evaluated each of the changes to the Project to implement the The City of Seaside is proposing text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide, for which none of the conditions described in Section 15162, calling for the preparation of a subsequent EIR or negative declaration, have occurred.

Based on this analysis and the information contained in this Addendum, there is no evidence that the proposed project modifications require any changes to the EIR. Comparison of the Project with the proposed text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide as described in Section 4 of this document indicates that there are no new significant environmental impacts associated with implementation of the text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide. In addition, there is no substantial evidence that the circumstances under which the project is undertaken have substantially changed and there is no evidence of new or more severe environmental impacts beyond the mitigated impacts already disclosed in the EIR would arise as a result of the changes contemplated by the text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide Evaluation of Environmental Impacts

As indicated above, the Modified Environmental Checklist Form included in Section 7 and additional discussion in Section 7 of this Addendum were used to identify the potential environmental effects of the text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide was referenced against the standard environmental categories listed in Appendix G of the State CEQA Guidelines. A summary of the proposed project changes, resulting potential impacts, and the reasons why an Addendum is appropriate in this situation, are set forth below:

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

5. Modified Environmental Checklist Form

This Checklist Form is used to compare the anticipated environmental effects of the project with those disclosed in the previous EIR and to review whether any of the conditions set forth in Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent environmental document are met. The Form is used to review the potential environmental effects of the proposed project for each of the following areas:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities/Service Systems
- Mandatory Findings of Significance

There are six possible responses to each of the questions included on the Form:

A. Substantial Change in Project Requiring Major Revision of Previous EIR.

This response is used when the project has changed to such an extent that major revisions of the previous EIR are required due to the involvement of new significant environmental effects or an increase in the severity of the previously identified significant effects.

B. Substantial Change in Circumstances under which Project is Undertaken Requiring Major Revision of Previous EIR.

This response is used when the circumstances under which the project is undertaken have changed to such an extent that major revisions of the previous EIR are required because such changes would result in the project having new significant environmental effects or would substantially increase the severity of the previously identified significant effects.

C. New Information of Substantial Importance Showing New or Greater Significant Effects Than Identified in Previous EIR.

This response is used when new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was adopted, shows that the project would have a new significant environmental effect or more severe significant effect than identified in the previous EIR.

D. New Information of Substantial Importance Showing Ability to Substantially Reduce Significant Impacts Identified in Previous EIR.

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

This response is used when new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was adopted, shows:

(1) The significant environmental effects of the project could be substantially reduced through imposition of mitigation measures or alternatives that although previously found to be infeasible are in fact now feasible, but the project proponent declines to adopt them; or

(2) The significant environmental effects of the project could be substantially reduced through imposition of mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR, but the project proponent declines to adopt them.

E. Less Than Significant Impact/No Changes or Circumstances and No New Information That Would Require the Preparation of a New EIR.

This response is used when: (1) the potential impact of the project is determined to be below known or measurable thresholds of significance and would not require mitigation; or (2) there are no changes in the project or circumstances and no new information that would require the preparation of a new EIR and/or EIR pursuant to Public Resources Code Section 21166 and Section 15162 of the State CEQA Guidelines.

F. No Impact.

This response is used when the proposed project does not have any measurable environmental impact.

The Form, and accompanying evaluation of the responses, provides the information and analysis upon which the City of Seaside makes its determination that no subsequent environmental document is required for the text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide.

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

1. AESTHETICS. Would the project:

a) Have a substantial adverse effect on a scenic vista?						X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?						X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?						X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?						X

The previously adopted EIR indicated the Project Degradation of Visual Character Impact and the feasible mitigation measures identified in the Final EIR would reduce the project's aesthetic impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts, as the proposed text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide will not result in any changes to height limits, building mass, building envelope regulations, or design standards. Based on the reasons provided above, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

2. AGRICULTURE RESOURCES. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?						X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?						X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

d) Result in the loss of forest land or conversion of forest land to non-forest use?						X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?						X

The previously adopted EIR did not identify any agricultural resource impacts or necessary mitigation measures in the project area. The changes to the Project based on this Addendum do not have the potential to result in new or increased agricultural resource impacts as the proposed text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide will not result in any physical changes to the environment, which does not include any agricultural land. Based on the reasons provided above, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?						X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?						X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?						X
d) Expose sensitive receptors to substantial pollutant concentrations?						X
e) Create objectionable odors affecting a substantial number of people?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
---	---	---	--	--	--	-----------

The previously adopted EIR indicated Construction emissions Impact, Temporary Construction Emissions Impact, Odors affecting nearby residences Impact and the feasible mitigation measure identified in the Final EIR would reduce the project's air quality impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts as the text amendments are not related to any specific development/project nor do they contain any changes that will impact air quality. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

4. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?						X
b) Have substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?						X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?						X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?						X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?						X
--	--	--	--	--	--	---

The previously adopted EIR indicated Construction Impact to special-status plant species, Construction Impact to avian species, Construction Impact to special-status bat species and that the feasible mitigation measure identified in the Final EIR would reduce the project's biological resource impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts as the proposed text amendments are limited to zoning regulations that will not impact any aspect of biological resources or mitigation measures, including permissible construction timeframes. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

5. CULTURAL RESOURCES. Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the State CEQA Guidelines?						X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the State CEQA Guidelines?						X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?						X
d) Disturb any human remains, including those interred outside of formal cemeteries?						X

The previously adopted EIR indicated Construction Impact to Archeological Resources, Construction Impact to Paleontological Resources, Construction Impact to undiscovered Cultural Resources and the feasible mitigation measures identified in the Final EIR would reduce the project's cultural resource impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased cultural resource impacts as the proposed text amendments are limited to zoning regulations that will not impact any aspect of cultural resources or mitigation measures. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

6. GEOLOGY AND SOILS. Would the project:						
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:						X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.						X
ii) Strong seismic ground shaking?						X
iii) Seismic-related ground failure, including liquefaction?						X
iv) Landslides?						X
b) Result in substantial soil erosion or the loss of topsoil?						X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?						X
d) Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial risks to life or property?						X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
---	---	---	--	--	--	-----------

The previously adopted EIR indicated Exposure to Seismic Shaking and Liquefaction Impact, Soil Erosion or Loss of Topsoil Impact, Exposure to Unstable Soils Impact and the feasible mitigation measures identified in the Final EIR would reduce the project's geological impacts to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts as the proposed text amendments are limited to zoning regulations that will not impact any aspect of geology and soils or mitigation measures. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

7. GREENHOUSE GAS EMISSIONS.¹ Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?						X
b) Conflict with an applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gases?						X

The previously adopted EIR indicated Greenhouse Gas Emissions Cumulative Impact and Although mitigation measures for energy efficiency, water conservation, transportation demand, and carbon sequestration identified above would reduce the project's net GHG emissions, implementation of the Specific Plan and the project-related automobile use would still increase GHGs over existing conditions, which would considerably contribute to global warming and would interfere with the City's efforts to reduce emissions below 1990 levels. The project's contribution to global climate change therefore remains significant and unavoidable the City has determined that the benefits of the project would outweigh the significant and unavoidable impact related to GHG emissions. Design measures of the Specific Plan, such as a pedestrian-oriented environment and the development of a multi-modal transit station, could, overtime, achieve a reduction in GHG emissions when compared to a "business-as-usual" scenario. The project's contribution to global climate change therefore remains significant and unavoidable. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts as the proposed text amendments are limited to zoning regulations that will not impact any aspect of greenhouse gas emissions. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?						X
---	--	--	--	--	--	---

¹ The State of California CEQA Guidelines were amended in 2010, including the addition of the specific questions related to greenhouse gas emissions that are set forth in this section of the initial study checklist.

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?						X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mile of an existing or proposed school?						X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?						X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?						X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?						X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?						X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

The previously adopted EIR indicated Underground Storage Tank Impact, Lead, Asbestos, and Other Hazardous Materials in Buildings Impact, Transport and Use of Hazardous Materials during Construction Impact and the feasible mitigation measures identified in the Final EIR would reduce the Project's hazards and hazardous materials impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts as the proposed text amendments are limited to zoning regulations that will not impact any aspect of hazards and hazardous materials or mitigation measures. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would affect this environmental resource.

9. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements?						X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?						X
c) Substantially alter the existing drainage pattern of the site or areas including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?						X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?						X
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?						X
f) Otherwise substantially degrade water quality?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate map or other flood hazard delineation map?						X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?						X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?						X
j) Inundation by seiche, tsunami, or mudflow?						X

The previously adopted EIR indicated the Water Quality Impact and Stormwater System Impact and the feasible mitigation measure identified in the Final EIR would reduce the project's hydrologic impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts as the proposed text amendments are limited to zoning regulations that will not impact any aspect of hydrology and water quality or mitigation measures. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

10. LAND USE AND PLANNING. Would the project:

a) Physically divide an established community?						X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?						X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
---	---	---	--	--	--	-----------

The previously adopted EIR indicated the project would not result in any significant land use impacts. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts as the proposed text amendments are limited to clarifying, creating consistency, and removing redundant language of the zoning regulations, which will not propose any new regulations, and therefore will not impact land use or planning. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

11. MINERAL RESOURCES. Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?						X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?						X

The previously adopted EIR indicated did not identify mineral resources as a potential impact to be mitigated by projects. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts to mineral resources, as the proposed text amendments are limited to zoning regulations. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

12. NOISE. Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?						X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?						X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?						X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?						X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?						X

The previously adopted EIR found the Noise Sensitive Land Uses Impact, Interior Noise Levels Impact, Noise Sensitive Receptors Impact, Sensitive Receptors and Groundborne Vibration Levels Impact, Construction Noise Impact and the feasible mitigation measures identified in the Final EIR would reduce the project's impacts to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts to noise, as the proposed text amendments are limited to zoning regulations. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

13. POPULATION AND HOUSING. Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?						X
b) Displace substantial numbers of existing housing, necessitating the construction of the replacement housing elsewhere?						X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?						X

The previously adopted EIR indicated Implementing the project would allow development of up to 410 new housing units, which would directly induce population growth and the feasible mitigation measure identified in the Final EIR would reduce the project's population impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts to population and housing, as the proposed text amendments are limited to zoning regulations. Based on the scope of the text amendments, which are limited to zoning regulations, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

14. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:?						X
i) Fire protection?						X
ii) Police protection?						X
iii) Schools?						X
iv) Parks?						X
v) Other public facilities?						X

In accordance with the CEQA Guidelines Appendix G, the project would result in a significant impact to public services if it would result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or result in the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times or other performance objectives for the following public services: Fire protection, Police protection, Schools, and Other public facilities. The issue was not discussed further. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts to public services, which are not within the scope of the proposed text amendments. Based on the reasons provided above, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

15. RECREATION.

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?						X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

The previously adopted EIR indicated the Parks and Open Space Impact and the feasible mitigation measures identified in the Final EIR would reduce the project's recreational impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts to Parks and Open space, which are not included in the proposed text amendments. Based on the reasons provided above, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

16. TRANSPORTATION/TRAFFIC. Would the project:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?						X
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?						X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?						X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?						X
e) Result in inadequate emergency access?						X
g) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

The previously adopted EIR indicated the Traffic Volumes Impact and the feasible mitigation measure identified in the Final EIR would reduce the project's transportation impact to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased transportation/traffic impacts, as the proposed text amendments are limited to zoning regulations that do not propose any new permitted uses. Based on the reasons provided above, the City finds:

C. None of the proposed project changes would affect this environmental resource.

17. UTILITIES AND SERVICE SYSTEMS. Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?						X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?						X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?						X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?						X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?						X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?						X
g) Comply with federal, state, and local statutes and regulations related to solid waste?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
--	---	---	--	--	--	-----------

The previously adopted EIR indicated the Sanitary Sewer Line Access Impact, Water Supply Impact and Water Pipeline Impact and the feasible mitigation measures identified in the Final EIR would reduce the project's impacts to a less than significant level. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts to utilities and service systems, as the proposed text amendments will not result in changes to permitted uses that would result in the need for increased demand of any utility services. Based on the reasons of insignificance listed above, the City finds:

C. None of the proposed project changes would affect this environmental resource.

18. MANDATORY FINDINGS OF SIGNIFICANCE:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?						X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?						X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?						X

PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Previous EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Previous EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
---	---	---	--	--	--	-----------

The previously adopted EIR indicated the project would have the following significant and unavoidable impacts even with the implementation of feasible mitigation measures: Allowing development within areas subject to potential inundation by tsunamis; Increased demand for fire and emergency services in the project vicinity that could require additional staffing; *f* Increased demand for police patrols beyond current police staffing; Increased demand for parks and recreation facilities; *f* Worsening existing unacceptable conditions at three signalized intersections; Increasing peak period traffic volumes above capacity along State Route 1 freeway segment; Increasing future demand for water supply that cannot be fully met by the City's existing water supply allocation from MPWMD; Increasing wastewater generation, requiring capacity increases to the wastewater conveyance system; Cumulatively considerable contribution to greenhouse gas emissions; Cumulatively considerable contribution to traffic at three signalized intersections; Cumulatively considerable contribution to traffic at Fremont Boulevard/Del Monte Boulevard signalized intersection; Cumulatively considerable contribution to traffic resulting in unacceptable levels of service at all study freeway segments. The changes to the Project based on this Addendum do not have the potential to result in new or increased impacts, as the proposed text amendments do not involve any changes to standards, regulations, or permitted uses analyzed in the EIR. Based on the reasons provided above, the City finds:

C. None of the proposed project changes would significantly affect this environmental resource.

**PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN
AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE**

6. EXPLANATION OF RESPONSES

- A. *The revisions to the Project do not constitute a change in the Project that requires a major revision to the EIR.*

The proposed text amendments to the West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide, are not subject to any of the conditions described in Section 15162, calling for the preparation of a subsequent EIR or negative declaration, have occurred. This addendum has been prepared in accordance with 15164(b)(c).

- B. *There have not been substantial changes in circumstances under which the Project is undertaken that require major revisions to the EIR.*

[Please explain why there have not been substantial changes that require major revisions.]

- C. *There is no new information of substantial importance, which was not known and could not have been known, with the exercise of reasonable diligence at the time the EIR was prepared that, shows:*

(1) The project will have one or more significant effects not discussed in the previous environmental document;

The proposed text amendments will not introduce any new impacts or checklist items to the previously approved EIR.

(2) The significant effects previously examined will be substantially more severe than identified in the previous environmental document;

The proposed text amendments do not consist of any significant changes to any of the analyzed categories of the approved EIR, with the proposed text changes being proposed to clarifying, creating consistency, and removing redundant zoning regulations.

(3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or

There are no new mitigation measures or alternatives that are not being adopted, nor any other changes of significance associated with the proposed text amendments.

(4) Mitigation measures or alternatives that are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

**PROPOSED TEXT AMENDMENTS TO THE WEST BROADWAY URBAN VILLAGE PLAN
AND THE SPECIFIC PLAN DEVELOPMENT STANDARDS USER GUIDE**

There are no different mitigation measures or alternatives that would reduce significant effects that are not being adopted nor any other changes of significance associated with the proposed text amendments.

CONCLUSION

In conclusion, based on the foregoing, there is no evidence to suggest that the No Impact responses made in the above checklist, for the proposed text amendments would trigger the requirements for further environmental review per CEQA Guidelines, Section 15162.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE,

**ADOPTING TEXT AMENDMENTS TO THE WEST BROADWAY URBAN
VILLAGE SPECIFIC PLAN AND THE SPECIFIC PLAN DEVELOPMENT
STANDARDS USER GUIDE.**

**THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS
FOLLOWS:**

Section 1. General Purpose and Findings. The purpose of this Ordinance is to consider the following text amendments to the West Broadway Urban Village Specific Plan and the Specific Plan Development Standards User Guide:

- A. Text amendments to the West Broadway Urban Village Specific Plan, Chapter 7, Section B.
- B. Text amendments to the Specific Plan Development Standards User Guide: Figures 2 and 3, Development Standards for Parcels Fronting onto Primary Streets.

Section 2. Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15162 and 15164, an Addendum to the West Broadway Urban Village Final EIR is made a part of the Resolution for the Draft Ordinance by reference.

Section 3. The City of Seaside is proposing text amendments to Chapter 7 of The West Broadway Urban Village Specific Plan and The Specific Plan Development Standards User Guide as shown in Exhibit A to Attachment 2.

Section 4. On July 25th, 2018, the Planning Commission held a duly noticed public hearing to consider the adoption of the proposed text amendments described under Section 1. Following the closure of the public hearing, the Planning Commission adopted a Resolution recommending approval of this Ordinance to the City Council.

Section 5. It is the responsibility of the City Council to consider and weight the merits of the text amendments in relation to the policies, standards and intent of the West Broadway Urban Village Specific Plan and Seaside Municipal Code in making its determination on the proposed text amendment to the West Broadway Urban Village Specific Plan is made a part of the Resolution for the Draft Ordinance by reference.

Section 6. At a duly noticed public hearing held on August 16, 2018, the City Council considered both oral comments and written information concerning the proposed Addendum and introduced the first reading of the text amendments.

Section 7. At a duly noticed public hearing held on August 16, 2018, the City Council hereby accepts the first reading of the proposed text amendments for adoption at a second reading:

INTRODUCED AND PASSED OT PRINT at the regular meeting of the City Council of the City of Seaside, State of California, on the 16th day of August, 2018.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Proposed Text Amendments

(Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline)

DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

7

B. Development Standards

The following development standards apply to the West Broadway Urban Village Specific Plan Area. They are intended to support the development of an active and lively downtown with a pedestrian-oriented mix of residential and commercial buildings that will draw visitors, shoppers and residents to the area. All new development, remodeled exteriors and new signage are subject to design review by the Board of Architectural Review (BAR). Table 7-1 lists permitted uses on ground floors and ~~Table 7-2 lists permitted uses~~ on upper floors. Except for provisions as laid out in the Specific Plan, definitions in Title 17 apply and can be found in Section 17.70 of the Municipal Code

B.1.1 Permitted Ground Floor Uses

For development on all parcels that front onto primary streets, newly constructed buildings are required to have a mix of uses. Ground floor level retail sales and service uses or eating and drinking establishments are required for all parcels that front onto Broadway Avenue, Del Monte Boulevard and Olympia Avenue. The following uses are permitted:

~~B.1.1.1~~ **B.1.1.1** Retail Sales and Services that include the following:

- **Specialty Food Retail**, including but not limited to the following:
groceries/drug stores (under 15,000 square feet); coffee/tea; candy;
gourmet foods; ice cream; pastry/desserts; yogurt/dairy;
doughnuts/ bakery; wine.
- **Specialty Goods Retail**, including but not limited to the following:
cooking supplies/culinary; general housewares; decorator/art and
design centers (including tile, floor and wall coverings);
architectural showrooms and supplies; specialty hardware;
specialty gardening supplies; antiques selling previously used,
high-quality goods; party supplies; lamps and lighting; household
accessories; stationery; books and magazines; musical
instruments.
- **Quality Goods and Services**, including but not limited to the

following: small crafts; art supplies; picture framing; specialty furniture; clothing/shoe stores; thrift/consignment stores; electronics and computers; cameras/photography service and supplies; sporting goods; outdoor/sports clothing and supplies; toys/games; cards/gifts; jewelry/ watches; florists.

- **Personal Services**, including but not limited to the following: dry cleaning; shoe repair; seamstress; tailor; minor appliance repair; barber and beauty shops; finance and insurance services; pharmacy and drug stores.

Excludes check cashing businesses.

- **Business Services** that have the capacity to generate a high degree of pedestrian activity, such as photocopying service and video/movie rentals and sales. **Mailing and mail box services, outdoor advertising services, copying and quick printing services, computer-related services (rental, repair).**

~~B.1.1.2~~ B.1.1.2 Eating and Drinking Establishments that include the following:

- Restaurants serving alcoholic beverages and/or providing entertainment, provided those activities are ancillary to the restaurant use.

- Chairs and tables for outdoor dining and carts for merchant display may be permitted on sidewalks, paseos and other public rights-of-way and shall be consistent with Design Guidelines for the West Broadway Urban Village, provided that:
 - a. The use maintains a minimum six-foot wide travel zone that is clear and unimpeded for pedestrian traffic, and
 - b. The use does not infringe on the full width of the building entrance or otherwise impede access to and from the building.

~~B.1.1.3 Casual Dining/Quick Service/Fast Food restaurant so long as it does not include a drive-thru.~~

~~B.1.1.4 Plazas, paseos, parks and civic open spaces that are conducive to pedestrian activity.~~

~~B.1.1.5~~ B.1.1.3 Small-scale light manufacturing as an accessory to a primary retail use to allow for a wholesale component of a retail business, including the following and similar uses: bakery; upholstery; tile-making; screen-printing; architectural showroom and supplies.

~~B.1.1.6 Other similar and compatible uses deemed by the Zoning Administrator to facilitate vitality and pedestrian activity in accordance with the goals of the Urban Village Specific Plan.~~

~~7.2.1~~ **Ground Floor Uses Requiring A Minor Use Permit**

~~Findings in support of Minor Use Permits on primary streets must cite the potential for the use to contribute to pedestrian activity and to provide visual access for pedestrians into the ground floor use.~~

~~B.1.2.1 Civic and cultural facilities, including libraries, public recreation facilities, museums, art galleries, movie theaters and auditoriums.~~

~~B.1.2.2 Child care facilities.~~

~~B.1.2.3 Hair and nail salons, day spas, therapeutic massage.~~

~~B.1.2.4 Health and exercise clubs.~~

~~B.1.2.5 Public health facility.~~

~~B.1.2.6 Lodging or similar establishments engaged in the provision of temporary or travel accommodation on a less than monthly basis, including bed and breakfasts, hostels, hotels and inns.~~

~~B.1.2.7 Outdoor entertainment.~~

~~B.1.2.8 Other similar and compatible uses deemed by the Zoning Administrator to meet the purpose and intent of the Urban Village Specific Plan.~~

B.1.3 Ground Floor Uses Requiring A Use Permit

Findings in support of Use Permits on primary streets must cite the potential for the use to contribute to pedestrian activity and to provide visual access for pedestrians into the ground floor use.

- ~~B.1.3.1 Bars and nightclubs, including establishments providing entertainment or permitting dancing, and establishments serving alcoholic beverages not clearly ancillary to food service.~~
- ~~B.1.3.2 Public halls; clubs; lodges; meeting facilities.~~
- ~~B.1.3.3 Pool halls/billiards and bowling alleys as part of an eating and drinking establishment or other recreation use.~~
- ~~B.1.3.4 Banks and financial institutions.~~
- ~~B.1.3.5 Business, professional and government offices.~~
- ~~B.1.3.6 Parking structures.~~
- ~~B.1.3.7 Other similar and compatible uses deemed by the Planning Commission to meet the purpose and intent of the Urban Village Specific Plan.~~

B.1.4 Permitted Upper Floor Uses

Permitted upper floor uses on primary streets are intended to provide residential and small office uses above the ground floor including:

- ~~B.1.4.1 Multi-family residential.~~
- ~~B.1.4.2 Business, professional and government offices.~~
- ~~B.1.4.3 Medical and dental offices.~~
- ~~B.1.4.4 Other similar and compatible uses deemed by the Zoning Administrator to meet the purpose and intent of the Urban Village Specific Plan.~~

B.1.5 Upper Floor Uses Requiring A Minor Use Permit

For development on parcels on primary streets, the following uses on the upper floors are permitted with a Minor Use Permit:

- ~~B.1.5.1 Lodging or similar establishments engaged in the provision of temporary or travel accommodation on a less-than-monthly basis, including bed and breakfasts, hostels, hotels and inns.~~
 - ~~B.1.5.2 Child care facilities.~~
 - ~~B.1.5.3 Hair and nails salons, day spas, therapeutic massage.~~
 - ~~B.1.5.4 Health and exercise clubs.~~
 - ~~B.1.5.5 Public health facility.~~
 - ~~B.1.5.6 Other similar and compatible uses deemed by the Zoning Administrator to meet the purpose and intent of the Urban Village Specific Plan.~~
-

B.1.6 Upper Floor Uses Requiring A Use Permit

For development on parcels on primary streets, the following uses on the upper floors are permitted with a Use Permit:

B.1.6.1 Parking structures.

B.1.6.2 Other similar and compatible uses deemed by the Planning Commission to meet the purpose and intent of the Urban Village Specific Plan.

B.2 Permitted Uses On The North Side Of Palm Avenue And Its Intersecting Streets - Rh/Mx Zone

Palm Avenue is envisioned as a primarily residential street. Typically, uses on Palm Avenue will follow the regulations of the **Table 7-1** and Section B.3; however, small-scale professional office and residential serving retail uses at the ground floor of properties fronting onto the north side of Palm Avenue and the immediately adjacent sections of Contra Costa, Hillsdale, Alhambra, and Calaveras Streets as seen in Figure 7-2, may be conditionally approved.

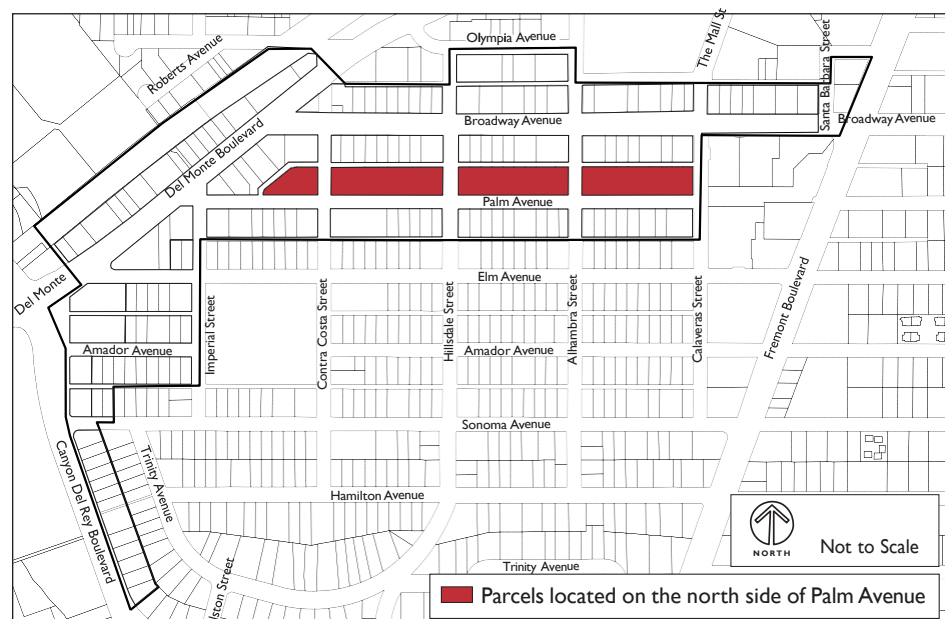


Figure 7-2. Permitted Uses on the North Side of Palm Avenue – RH/MX Zone (for illustrative purposes only)

B.3 Permitted Uses ON ALL OTHER STREETS— RM/POS ZONE

All other streets in the Plan Area are envisioned as being primarily residential in character. These streets, including the half-block portion of the intersecting streets as shown in Figure 7-3, shall be developed at densities that will create a transitional area between the adjacent blocks of the new mixed-use area to the north and existing single-family residential to the south.

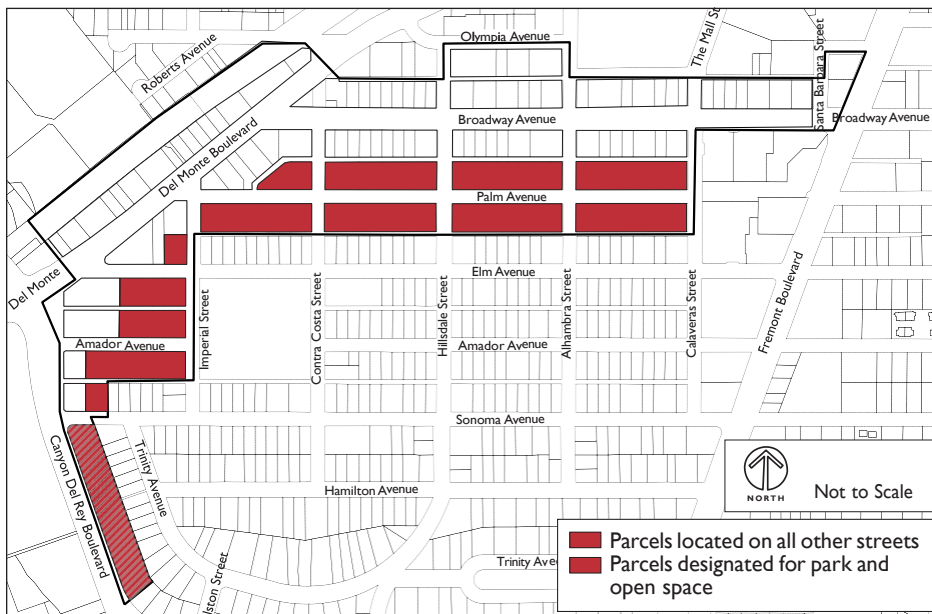


Figure 7-3. Permitted Uses on All Other Streets – RM/POS Zone (for illustrative purposes only)

Parcels would not become parks or open space unless acquired by the City. Undeveloped parcels could be developed with open space recreation uses consistent with the goals of the Specific Plan. The uses discussed in Section B.3 apply to the Canyon del Rey parcels zoned as POS until such time that they are purchased by the City and converted to parks or open space.

B.3.1 Permitted Ground Floor Uses–B.3.1-Live-work

For development live-work units on parcels which front onto streets other than West Broadway Avenue, Del Monte Boulevard and Olympia Avenue, the following uses at the ground floor are permitted: the following regulations apply:

~~B.3.1.1 Multi-family and single-family residential.~~

~~B.3.1.2~~ **B.3.1.1.** Live-work, defined in this Specific Plan as residential living spaces that include an integrated work space on the parcel that is principally used by an owner/occupant. No more than two employees other than the owner/occupant are permitted.

~~B.3.1.3~~ **B.3.1.2** A second type of live-work, consisting of ground floor office with residential above, except for the south side of Palm Avenue only.

~~B.3.1.4 Other similar and compatible uses deemed by the Zoning Administrator to meet the purpose and intent of the Urban Village Specific Plan.~~

B.3.2 Ground Floor Uses Requiring A Minor Use Permit

~~For development on parcels which front onto streets other than West Broadway Avenue, Del Monte Boulevard and Olympia Avenue, the following uses at the ground floor are permitted with a Minor Use Permit:~~

~~B.3.2.1 Child care facilities.~~

~~B.3.2.2 Other similar and compatible uses deemed by the Zoning Administrator to meet the purpose and intent of the Urban Village Specific Plan.~~

B.3.3 Ground Floor Uses Requiring A Use Permit

~~For development on parcels which front onto streets other than West Broadway Avenue, Del Monte Boulevard and Olympia Avenue, the following uses at the ground floor are permitted with an Use Permit:~~

~~B.3.3.1 Lodging or similar establishments engaged in the provision of temporary or travel accommodation on a less than monthly basis, including bed and breakfasts, hostels, hotels and inns.~~

~~B.3.3.2 Other similar and compatible uses deemed by the Planning Commission to meet the purpose and intent of the Urban Village Specific Plan.~~

B.3.4 Permitted Upper Floor Uses

~~For development on parcels which front onto streets other than West Broadway Avenue, Del Monte Avenue and Olympia Avenue, the following uses on the upper floors are permitted:~~

~~B.3.4.1 Multi-family or single-family residential.~~

~~B.3.4.2 Other similar and compatible uses deemed by the Zoning Administrator to meet the purpose and intent of the Urban Village Specific Plan.~~

B.3.5 Upper Floor Uses Requiring A Minor Use Permit

~~For development on parcels which front onto streets other than West Broadway Avenue, Del Monte Avenue and Olympia Avenue, the following uses on the upper floors are permitted with a Minor Use Permit:~~

~~B.3.5.1 Child care facilities.~~

~~B.3.5.2 Other similar and compatible uses deemed by the Zoning Administrator to meet the purpose and intent of the Urban Village Specific Plan.~~

B.4.1 Similar and Compatible Use Determinations

B.4.1.1 The Zoning Administrator has the authority to deem uses not specifically listed in Table 7-1 as similar and compatible to listed uses. The Zoning Administrator must make the following findings in order to deem the unlisted use as Permitted or as subject to a Minor Use Permit:

- ♦ **The Zoning Administrator must deem the unlisted use as similar and compatible to listed uses and must cite the potential for the proposed use to facilitate vitality, to contribute to pedestrian activity, to provide visual access for pedestrians into the ground floor use, and to substantially conform with the Vision and Goals (Chapter 2) and Specific Plan Policies (Chapter 4) of the Urban Village Specific Plan.**

B.4.1.2 The Planning Commission has the authority to deem uses not specifically listed in Table 7-1 to meet the purpose and intent of the Urban Village Specific Plan. The Planning Commission must make the following findings in order to deem the unlisted use as subject to a Use Permit:

- ♦ **The Planning Commission must deem the unlisted use as similar and compatible to listed uses and must cite the potential for the proposed use to facilitate vitality, to contribute to pedestrian activity, to provide visual access for pedestrians into the ground floor use, and to substantially conform with the Vision and Goals (Chapter 2) and Specific Plan Policies (Chapter 4) of the Urban Village Specific Plan.**

TABLE 7-1. PERMITTED GROUND-FLOOR USES

Use	PRIMARY STREETS	NORTH SIDE OF	ALL OTHER
Specialty Food Retail	●		
Specialty Goods Retail	●		
Quality Goods and Services	●		
Personal Services	●	●	
Business Services	●	●	
Eating and Drinking Establishments	●		
Plazas, Paseos and Parks	●		
Small-scale Light Manufacturing	●	●	
Civic and Cultural Facilities	◐	●	
Child Care Facilities	◐	◐	◐
Hair and Nail Salons	◐		
Health and Exercise Facilities	◐		
Public Health Facility	◐		
Lodging	◐	◐	
Outdoor Entertainment	◐		
Bars and Nightclubs	○		
Public Halls	○		
Banks	○		
Parking Structures	○	●	○
Multi and Single Family Residential		●	●
Live Work		●	●*
Live Work (2) Office/Residential		◐	



PERMITTED



MINOR USE PERMIT



USE PERMIT

*Except for the south side of Palm Avenue.

Note: Personal Services — Restricted, as defined in Section 17.70 of the Municipal Code, is not permitted in the Plan Area.

B.3.6 Upper Floor Uses Requiring A Use Permit

For development on parcels which front onto streets other than West Broadway Avenue, Del Monte Avenue and Olympia Avenue, the following uses on the upper floors are permitted with a Use Permit:

TABLE 7-2. ~~PERMITTED UPPER FLOOR USES~~

Use	PRIMARY STREETS	NORTH SIDE OF PALM AVENUE	ALL OTHER STREETS
Multi-Family Residential	●	●	●
Single-Family Residential		●	●
Professional and Government Offices	●	◐	
Medical and Dental Offices	●	◐	
Child-Care Facilities	◐	◐	◐
Hair and Nail Salons	◐		
Health and Exercise Facilities	◐		
Public Health Facility	◐		
Lodging	◐	◐	○
Parking Structures	○	●	

●	PERMITTED	◐	MINOR USE PERMIT	○	USE PERMIT
---	-----------	---	------------------	---	------------

Note: Personal Services — Restricted, as defined in Section 17.70 of the Municipal Code, is not permitted in the Plan Area.

~~B.3.6.1 Lodging or similar establishments engaged in the provision of temporary or travel accommodation on a less-than-monthly basis, including bed and breakfasts, hostels and inns.~~

~~B.3.6.2 Other similar and compatible uses deemed by the Planning Commission to meet the purpose and intent of the Urban Village Specific Plan.~~

Use	Primary Streets		North side of Palm Ave		All other Streets	
	Ground floor	Upper floors	Ground floor	Upper floors	Ground floor	Upper floors
Specialty Food Retail	●					
Specialty Goods Retail	●					
Quality Goods and Services	●					
Eating and Drinking Establishments , <u>excluding drive-thrus</u>	●					
Personal Services, <u>excluding check cashing businesses</u>	●		●			
<u>Small-scale Light Manufacturing</u> ⁱ	●		●			
Business Services	●		●			
Bars and Nightclubs	○					
Child Care Facilities	◐	◐	◐	◐	◐	◐
Day Spas and Therapeutic Massage	◐	◐				
Therapeutic Massage	○					
Health and Exercise Facilities	◐	◐				
<u>Specialized Education</u>	◐					
Public Halls, clubs, lodges, meeting facilities	○					
<u>Recreational Facility- Indoor, excluding card rooms</u>	○					
Banks and financial institutions, <u>excluding check cashing businesses</u>	○					
Professional and Government Offices		●		◐		
Medical and dental offices		●		◐		
Civic and Cultural Facilities	◐		●			
Plazas, Paseos, and Parks	●					
Public Health Facility	◐	◐				
Outdoor Entertainment	◐					
Parking Structures	○	○	●	●	○	
Multi-Family Residential		●	●	●	●	●
<u>Single-Family Residential</u>			●	●	●	●
Live-Work ⁱⁱ			●		●	
Live-Work Office/Residential ⁱⁱⁱ			●			
Lodging, <u>on a less than monthly basis</u>	◐	◐	◐	◐		○

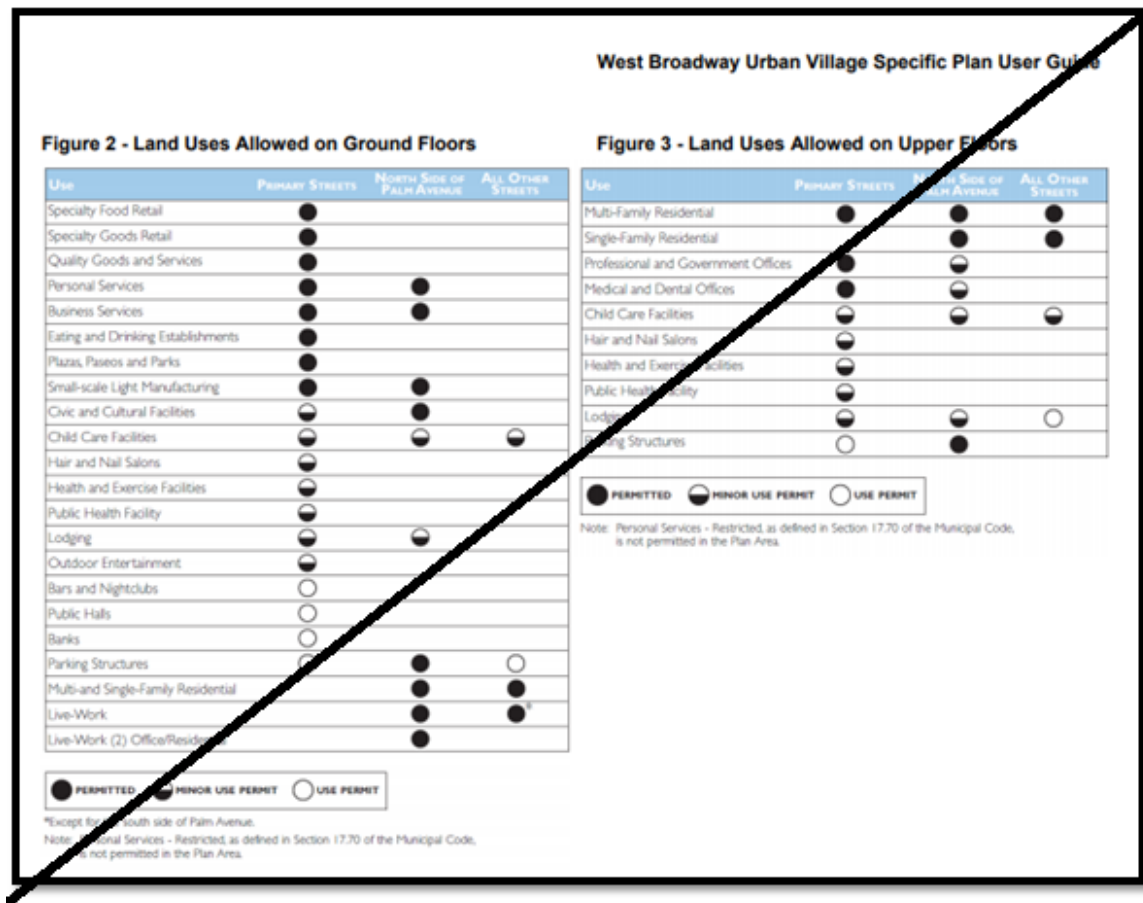
B.3.7

ⁱ See B.1.1.3

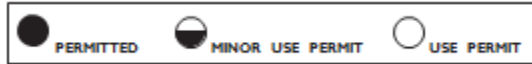
ⁱⁱ See B.3.1.1

ⁱⁱⁱ See B.3.1.2

West Broadway Urban Village Specific Plan User Guide



Use	Primary Streets		North side of Palm Ave		All other Streets	
	Ground floor	Upper floors	Ground floor	Upper floors	Ground floor	Upper floors
Specialty Food Retail	●					
Specialty Goods Retail	●					
Quality Goods and Services	●					
Eating and Drinking Establishments , <u>excluding drive-thrus</u>	●					
Personal Services, <u>excluding check cashing businesses</u>	●		●			
<u>Small-scale Light Manufacturing</u> ⁱⁱⁱ	●		●			
Business Services	●		●			
Bars and Nightclubs	○					
Child Care Facilities	◐	◐	◐	◐	◐	◐
Day Spas and Therapeutic Massage	◐	◐				
<u>Therapeutic Massage</u>	○					
Health and Exercise Facilities	◐	◐				
<u>Specialized Education</u>	◐					
Public Halls, clubs, lodges, meeting facilities	○					
<u>Recreational Facility- Indoor, excluding card rooms</u>	○					
Banks and financial institutions, <u>excluding check cashing businesses</u>	○					
Professional and Government Offices		●		◐		
Medical and dental offices		●		◐		
Civic and Cultural Facilities	◐		●			
Plazas, Paseos, and Parks	●					
Public Health Facility	◐	◐				
Outdoor Entertainment	◐					
Parking Structures	○	○	●	●	○	
Multi-Family Residential		●	●	●	●	●
<u>Single-Family Residential</u>			●	●	●	●
Live-Work ⁱⁱⁱ			●		●	
Live-Work Office/Residential ⁱⁱⁱ			●			
Lodging, <u>on a less than monthly basis</u>	◐	◐	◐	◐		○



ⁱ See B.1.1.5

ⁱⁱ See B.3.1.1

ⁱⁱⁱ See B.3.1.2

ALLOWED LAND USES (p.3)

Similar to the City's Zoning Code, certain land uses are allowed to occupy the West Broadway Urban Village, depending on the location of the particular parcel. The figures on the following page list permitted uses on ground floors and on upper floors separately. Except for provisions as laid out in the Specific Plan, definitions for each land use type can be found in Section 17.70 of the Municipal Code.

Land uses are allowed on ground floor or upper floors within the Specific Plan area based on the following parcel location:

Parcels Fronting onto Primary Streets

For development on all parcels that front onto primary streets, newly constructed buildings are required to have a mix of uses. Ground floor level retail sales and service uses or eating and drinking establishments are required for all parcels that front onto Broadway Avenue, Del Monte Boulevard and Olympia Avenue. ~~Findings in support of Minor Use Permits on primary streets must cite the potential for the use to contribute to pedestrian activity and to provide visual access for pedestrians into the ground floor use. Findings in support of Use Permits on primary streets must cite the potential for the use to contribute to pedestrian activity and to provide visual access for pedestrians into the ground floor use.~~ Permitted upper floor uses on primary streets are intended to provide residential and small office uses above the ground floor.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 11.A.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: August 16, 2018

**SUBJECT: DISCUSS AND CONSIDER APPROVAL OF USE OF AVERY ART
GALLERY FOR MONTEREY COUNTY ARTISTS OPEN STUDIO
TOUR GALA RECEPTION ON SEPTEMBER 21, 2018**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to consider approval the use of the Avery Art Gallery for the Monterey County Artists Open Studio Tour Gala Reception on September 21, 2018.

BACKGROUND

The Monterey County Artists Open Studio Tours are held on the Monterey Peninsula in a variety of locations every year. One of the tours has been held at the Avery Art Gallery on two occasions and the Oldemeyer Center on one occasion. The event is supported by the Seaside Art and History Commission. Because their event was so successful last year they are requesting to hold their Tour Gala again at the Avery Art Gallery on September 21, 2018. This event is free to the public and will allow Seaside residents an opportunity to meet participating tour artists and view an exhibition of their works, enjoy food, beverage and music. All costs for the event are paid for by the Arts Habitat of the Monterey Peninsula. Because the current use policy for City Hall does not allow for alcohol they are requesting permission to serve wine. They are required to follow all legal requirements for serving alcohol and obtain a daily ABC License as well as insurance coverage.

Staff is currently reviewing the current use policy for City Hall regarding fees, insurance and security issues and will make recommendations for ammendments at a future City Council meeting.

FISCAL IMPACT

There is no fiscal impact for this event.

ATTACHMENTS

1. Art Tour Docs
 2. Agreement to Exhibit
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

28TH ANNUAL
MONTEREY COUNTY
ARTISTS OPEN
**STUDIO
TOUR**

ARTS
HABITAT



Art Where it Starts

TWO WEEKENDS • 85 ARTISTS & ORGANIZATIONS

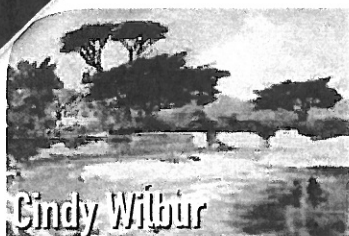
September 29 & 30 and October 6 & 7, 2018
11 a.m. to 5 p.m. daily • Open to the Public

☐ **STUDIOS OPEN SEPTEMBER 29 & 30**
Monterey Peninsula, Coastal and Carmel Valley

☐ **STUDIOS OPEN OCTOBER 6 & 7**
Salinas, Salinas Valley, North Monterey County
and South Monterey County

☐ **STUDIOS OPEN BOTH WEEKENDS**

Digital map at www.bit.ly/mcaost2018 • ArtsHabitat.org • [f ArtsHabitatMoCo](https://www.facebook.com/ArtsHabitatMoCo)



Cindy Wilbur

Oil painting
25 El Caminito Del Norte
CindyWilbur.com
209-606-8068 OPEN SEPT 29 & 30



Jean Vengua

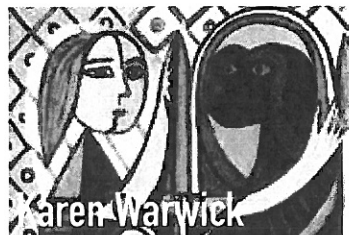
Painting & collage
641 Jefferson St
JeanVengua.com
831-234-8799 OPEN SEPT 29 & 30

MULTIPLE ARTISTS
520 Dutra St



Vivienne Riggio

Mixed media sculpture
VivienneRiggio.com
510-759-9794 OPEN SEPT 29 & 30



Karen Warwick

Paintings, posters & books
WarwickArtandBooks.com
831-224-5568 OPEN SEPT 29 & 30



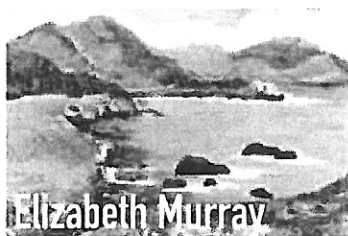
Donna Robbins

Oil painting
14 El Caminito Del Sur
DonnaRobbinsFineArt.com
831-324-0824 OPEN SEPT 29 & 30



Peggy Olsen

Painting & prints
720 Woodcrest Ln
831-375-2016
OPEN SEPT 29, 30 & OCT 6, 7



Elizabeth Murray

Oil painting & photography
62 Ave Maria Rd
ElizabethMurray.com
831-375-6005 OPEN SEPT 29 & 30



Sheila Delimont

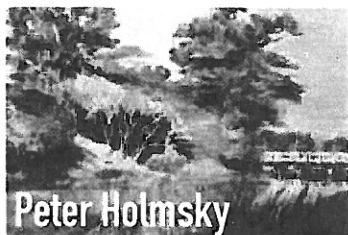
Pastel & oil painting
1100 Alameda St
SheilaDelimont.com
831-601-0071 OPEN SEPT 29 & 30

MULTIPLE ARTISTS
109 Monte Vista Dr



Bobbie Brainerd

Oil painting
BobbieBrainerd.com
831-809-3449 OPEN SEPT 29 & 30



Peter Holmsky

Oil painting
109 Monte Vista Dr
PeterHolmsky.com
831-917-0815 OPEN SEPT 29 & 30



Charles Carter

Oil painting & giclee
44 Sierra Vista Dr
CharlesCarterArtist.com
831-392-5128 OPEN SEPT 29 & 30



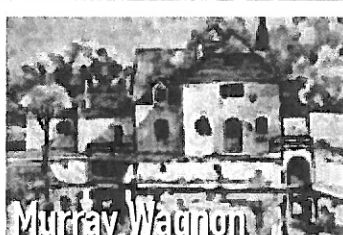
Janet Whitchurch

Works on paper
29 Encina Ave
JanetWhitchurch.com
831-333-0688 OPEN SEPT 29 & 30

SEASIDE

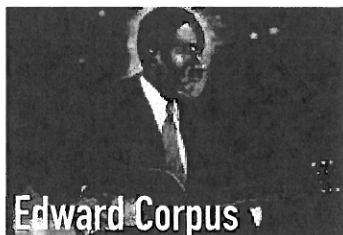


Open Ground Studios
Artists' collective & studios.
Multiple artists
1230 Fremont Blvd
OpenGroundStudios.com
831-241-6919 OPEN SEPT 29 & 30



Murray Wagnon

Oil landscape painting
1081 Amador Ave
MurrayWagnon.com
408-440-9762 OPEN SEPT 29 & 30



Edward Corpus

Mixed media
9 Miguel Ct (off Mescal St)
emcanimator.com
831-277-6673 OPEN SEPT 29 & 30



Visual & Public Art Dept, CSUMB
Multiple artists
3125 Inter-Garrison Rd
VisualAndPublicArt.com
831-582-4337 OPEN SEPT 29 & 30

EAST GARRISON



Visual & Public Art Dept, CSUMB
Multiple artists
East Garrison model homes
VisualAndPublicArt.com
831-582-4337 OPEN OCT 6 & 7



Al Shamble

Oil painting & photography
18135 Porter St
AlShamble.com/ArtistEye
510-585-8394
OPEN SEPT 29, 30 & OCT 6, 7

CARMEL



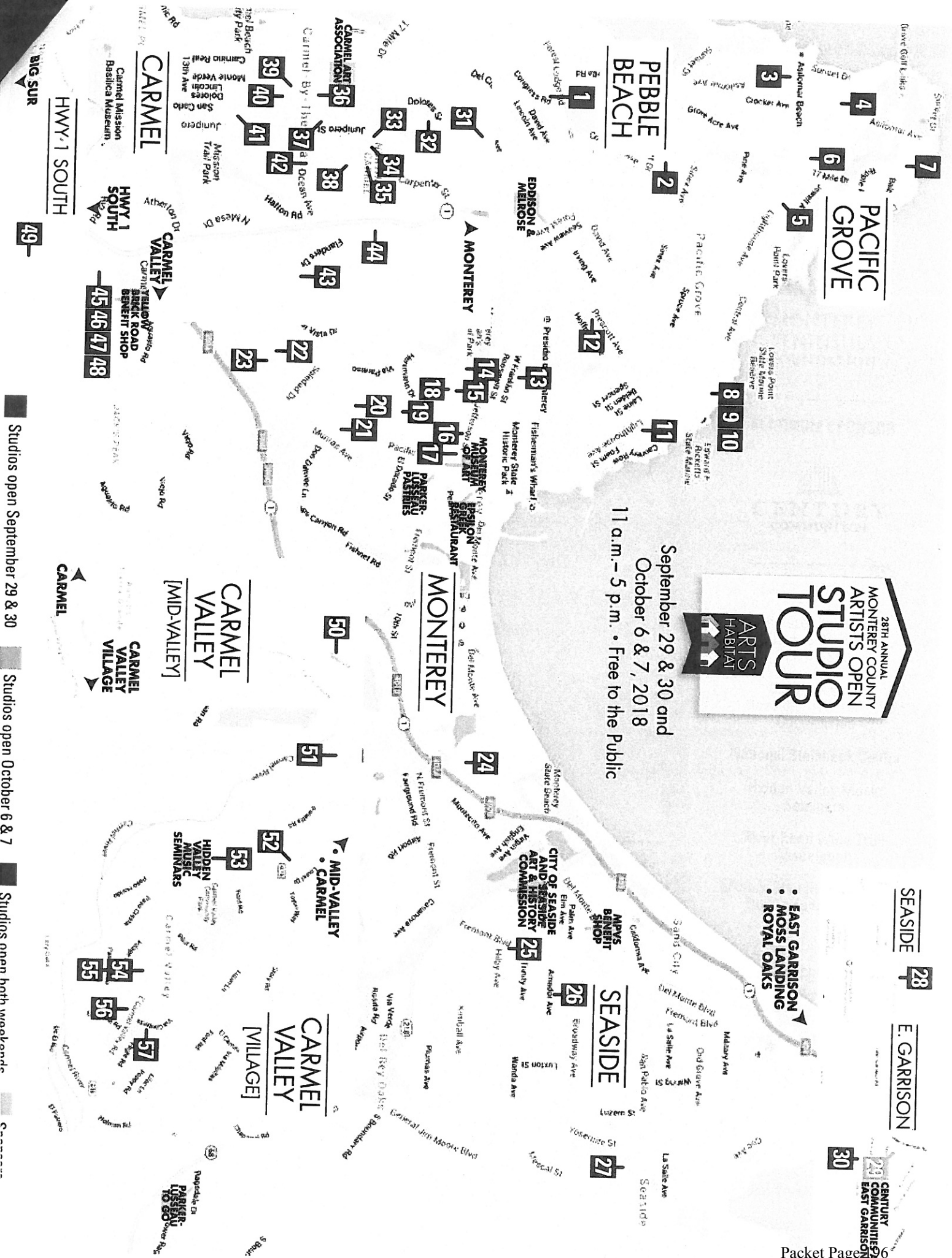
Ann Elliot Artz

Oil & acrylic painting
24424 San Juan Rd
AnnElliotArtz.com
831-238-4144 OPEN SEPT 29 & 30



Mary Hill

Photography & drawing
SE corner of Alta St
at Mission St
ArtsHabitat.org/MaryHill
831-626-0553 OPEN SEPT 29 & 30





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2018

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

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

PRODUCER HUB International Insurance Services Inc. License #0757776 401 Fremont Street, Suite 100 Monterey CA 93940	CONTACT NAME: Jessica Mendoza PHONE (A/C, No, Ext): 831-642-4012 E-MAIL ADDRESS: Jessica.Mendoza@hubinternational.com	
	FAX (A/C, No): 831-920-0106	
INSURED Arts Habitat Inc. PO Box 221487 Carmel CA 93922	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 18058		

COVERAGES**CERTIFICATE NUMBER:** 948509530**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PHPK1850088	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Opening Gala for the Monterey County Artists Open Studio Tour, Walter Lee Avery Gallery, Seaside City Hall, 440 Harcourt Ave., Seaside, CA 93955

Additional Insured: City of Seaside as required by written contract.

Forms: PI-GLD-HS 1011

CERTIFICATE HOLDER**CANCELLATION**City of Seaside
440 Harcourt Ave.
Seaside CA 93955

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGREEMENT TO EXHIBIT

This agreement, made and entered into on _____ by and between the Art & History Commission, the City of Seaside, herein after called "City," and Artists Habitat, hereinafter called "Exhibitor."

WITNESSETH

Whereas, the City desires to provide an exhibit and Exhibitor agrees to provide the artwork for the exhibition.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

Exhibitor agrees to provide and hang an adequate amount of artwork to fill the space designated by the City during the time frame specified in this Agreement. Because City Hall is a public facility, exhibited art may not include the detailed nude human form. The Exhibitor further agrees to take the artwork down during the date and time designated by the City.

The exhibit will go up on Saturday, September 8, 2018 between 9:00 a.m. and 12:00 p.m.

The exhibit will be taken down on Friday, October 26, 2018 between 1:00 p.m. and 6:00 p.m.

Type of art work to be provided: All visual media: photography, painting, multimedia, collage, sculpture, jewelry, pottery, etc.

2. Location and Exhibit Time:

The City agrees to hold the Walter Lee Avery Gallery at City Hall open for the public to view artwork from 8:00 a.m. to 5:00 p.m. Monday through Friday.

3. Terms of Agreement

- a. The agreed upon exhibit period (when the artwork can be viewed by the public is from:

Opening Date: Monday, September 10, 2018

Last viewing Date: Thursday, October 25, 2018

Avery Gallery Hours – Monday – Friday from 8:00 a.m. to 5:00 p.m.

- b. The Artist's Gala Reception will be held on September 21, 2018 from 6:00 p.m. to 9:00 p.m. Exhibitor will follow all City Rules, Regulations, and Conditions of Use for the event. If alcohol will be served, Exhibitor will provide the City with a copy of the Exhibitor's ABC license at least 30 days prior to the Reception.

4. Cancellation of Agreement

The Exhibitor agrees to provide three (3) months written notice of cancelation prior to exhibition date. The City reserves the right to cancel the exhibit, in full or part, upon forty-eight (48) hours notice if extenuating circumstances exist with the relation to the availability of the City facility.

5. Insurance

The undersigned, as an artist/exhibitor/owner of certain materials presented for exhibition at the Walter Lee Avery City Hall Art Gallery, does hereby agree to the following conditions which are declared to be conditions prerequisite to such exhibitions:

- a. Exhibitor will provide \$1,000,000 in general liability insurance naming the City as an additional insured.
- b. It is understood and agreed that the City carries a policy of insurance in the maximum amount of \$50,000 which covers loss of all exhibited materials. The Exhibitor shall assume all liability up to \$1,000. For loss or damage to any one item in the exhibit, the \$1,000 deductible is per incident. It is understood and agreed that \$50,000 is a gross coverage for the total of all items in the exhibit at any one time. The undersigned assumes any and all liability not covered by said policy. Said policy of insurance is available for inspection during working hours in the Finance Department of the City of Seaside.
- c. It is understood and agreed that the City makes no oral or written warranty, representation, or promise of any type or character with regard to the exhibition of artwork, but limits its obligation to providing space from time to time for the use of artists in exhibiting their work. Without the assumption of liability of any type to its employees or agents.
- d. The City of Seaside will not accept art valued at more than \$5,000 for each piece of work displayed.

6. Notice

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

To City:
City of Seaside
Recreation Department
986 Hilby Avenue
Seaside, CA 93955

To Exhibitor:
Arts Habitat
Attention: Shirmaine Jones
P.O. Box 221487
Carmel, CA 93922

7. Indemnity

Exhibitor hereby agrees to indemnify and hold harmless the City of Seaside from any and all claims of any nature whatsoever that may arise as a result of this Agreement. This Agreement shall constitute the entire understanding of the parties hereto, and this Agreement should not be modified unless in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Exhibitor: Artists Habitat

SIGNED: _____ DATE: _____

PRINT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

EMAIL: _____

City of Seaside:

SIGNED: _____ DATE: _____

PRINT NAME: _____

TITLE: _____

AGREEMENT TO EXHIBIT

This agreement made and entered into on August 14, 2018 by and between the Art & History Commission, the City of Seaside, herein after called "City," and Arts Habitat, hereinafter called "Exhibitor."

WITNESSETH

Whereas, the City desires to provide an exhibit and Exhibitor agrees to provide the artwork for the exhibition.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

Exhibitor agrees to provide and hang an adequate amount of artwork to fill the space designated by the City during the time frame specified in this Agreement. Because City Hall is a public facility, exhibited art may not include the detailed nude human form. The Exhibitor further agrees to take the artwork down during the date and time designated by the City.

The exhibit will go up on Saturday, September 8, 2018 between 9:00 a.m. and 12:00 p.m.

The exhibit will be taken down on Friday, October 26, 2018 between 1:00 p.m. and 6:00 p.m.

Type of art work to be provided: All visual media: photography, painting, multimedia, collage, sculpture, jewelry, pottery, etc.

2. Location and Exhibit Time:

The City agrees to hold the Walter Lee Avery Gallery at City Hall open for the public to view artwork from 8:00 a.m. to 5:00 p.m. Monday through Friday.

3. Terms of Agreement

- a. The agreed upon exhibit period (when the artwork can be viewed by the public is from:

Opening Date: Monday, September 10, 2018

Last viewing Date: Thursday, October 25, 2018

Avery Gallery Hours – Monday – Friday from 8:00 a.m. to 5:00 p.m.

- b. The Artist's Gala Reception will be held on September 21, 2018 from 6:00 p.m. to 9:00 p.m. Exhibitor will follow all City Rules, Regulations, and Conditions of Use for the event. If alcohol will be served, Exhibitor will provide the City with a copy of the Exhibitor's ABC license at least 30 days prior to the Reception.

4. Cancellation of Agreement

The Exhibitor agrees to provide three (3) months written notice of cancelation prior to exhibition date. The City reserves the right to cancel the exhibit, in full or part, upon forty-eight (48) hours notice if extenuating circumstances exist with the relation to the availability of the City facility.

5. Insurance

The undersigned, as an artist/exhibitor/owner of certain materials presented for exhibition at the Walter Lee Avery City Hall Art Gallery, does hereby agree to the following conditions which are declared to be conditions prerequisite to such exhibitions:

- a. Exhibitor will provide \$1,000,000 in general liability insurance naming the City as an additional insured.
- b. It is understood and agreed that the City carries a policy of insurance in the maximum amount of \$50,000 which covers loss of all exhibited materials. The Exhibitor shall assume all liability up to \$1,000. For loss or damage to any one item in the exhibit, the \$1,000 deductible is per incident. It is understood and agreed that \$50,000 is a gross coverage for the total of all items in the exhibit at any one time. The undersigned assumes any and all liability not covered by said policy. Said policy of insurance is available for inspection during working hours in the Finance Department of the City of Seaside.
- c. It is understood and agreed that the City makes no oral or written warranty, representation, or promise of any type or character with regard to the exhibition of artwork, but limits its obligation to providing space from time to time for the use of artists in exhibiting their work. Without the assumption of liability of any type to its employees or agents.
- d. The City of Seaside will not accept art valued at more than \$5,000 for each piece of work displayed.

6. Notice

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

To City:
City of Seaside
Recreation Department
986 Hilby Avenue
Seaside, CA 93955

To Exhibitor:
Arts Habitat
Attention: Shirmaine Jones
P.O. Box 221487
Carmel, CA 93922

7. Indemnity

Exhibitor hereby agrees to indemnify and hold harmless the City of Seaside from any and all claims of any nature whatsoever that may arise as a result of this Agreement. This Agreement shall constitute the entire understanding of the parties hereto, and this Agreement should not be modified unless in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Exhibitor: Arts Habitat

SIGNED: Shirmaine Jones DATE: August 14, 2018

PRINT NAME: Shirmaine Jones

ADDRESS: PO Box 221487

CITY: Carmel STATE: CA ZIP: 93922

PHONE: 831-601-4446

EMAIL: staff@artsHabitat.org

City of Seaside:

SIGNED: _____ DATE: _____

PRINT NAME: _____

TITLE: _____