



AGENDA
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, June 20, 2019
7:00 PM

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alissa Kispersky	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. SCHOOL RESOURCE OFFICER PROGRAM UPDATE

RECOMMENDATION: The purpose of this item is to provide City Council with an update on the School Resource Officer Program.

B. UPDATE ON IMPLEMENTATION OF CITY FINANCIAL POLICIES AND TRANSPARENCY MEASURES

RECOMMENDATION: To receive an update on recent efforts to implement transparency measures.

C. TEMPORARY SAFE ROUTES TO SCHOOL DEMONSTRATION EVENT UPDATE

RECOMMENDATION: Update the City Council on the temporary traffic control safe routes to school demonstration event on Broadway Avenue at Martin Luther Elementary School held in April.

8. CONSENT AGENDA

A. APPROVE MINUTES OF JUNE 6, 2019 AND JUNE 11, 2019

RECOMMENDATION: That the minutes be approved as presented.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of May 25, 2019 through June 7, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of June 6, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,332,670.70.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL

RECOMMENDATION: To approve a request from Central Coast High School for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their Work to Learn Program.

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE AQUATIC CLUB - THE DOLPHINS

RECOMMENDATION: To approve a request from the Seaside Aquatic Club - The Dolphins for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with program operations of the team.

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE BOYS & GIRLS CLUBS OF MONTEREY COUNTY

RECOMMENDATION: To approve a request from Boys & Girls Clubs of Monterey County for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their staffing and supplies required for their Summer Academy.

F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CYPRESS GATORS BASEBALL AND SOFTBALL

RECOMMENDATION: To approve a request from Cypress Gators Baseball/Softball for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with the use of baseball practice fields and maintaining them.

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

RECOMMENDATION: To approve a request from Bethel Baptist Missionary Church for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their Summer Program.

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY

RECOMMENDATION: To approve a request from the Village Project for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their Mae C. Johnson Education & Cultural Enrichment Academy.

I. APPROVE A FEE WAIVER AND CO-SPONSORSHIP REQUEST FROM THE PAN-HELLENIC COUNCIL FOR COSTS ASSOCIATED WITH THE 2020 MARTIN LUTHER KING, JR. MARCH AND PROGRAM IN THE AMOUNT OF SIX THOUSAND ONE HUNDRED AND SIX DOLLARS AND THIRTY-EIGHT CENTS (\$6,106.38)

RECOMMENDATION: To approve a request from Pan-Hellenic Council for a Fee Waiver of Six Thousand, One Hundred and Six Dollars and Thirty-Eight (\$6,106.38) for the costs associated with their 2020 Martin Luther King, Jr. March and Program on January 20, 2020.

J. APPROVE A FEE WAIVER FROM THE OFFICE OF ASSEMBLYMEMBER MARK STONE FOR THE USE OF THE DANCE STUDIO FOR THEIR SENIOR SCAM STOPPER SEMINAR

RECOMMENDATION: To approve a request from the Office of Assemblymember Mark Stone for a Fee Waiver of Two Hundred Thirty-Five Dollars and Twenty-Five Cents (\$235.25) for the costs associated with the use of the Dance Studio at the Oldemeyer Center.

K. APPROVAL OF A RESOLUTION TO APPROVE AND AUTHORIZE SIGNING THE SIGNATURE PAGE OF THE MONTEREY COUNTY JOINT ANALYSIS OF IMPEDIMENTS

RECOMMENDATION: Approve and authorize signing the signature page of the Monterey County Joint Analysis of Impediments.

L. ADOPT A RESOLUTION APPROVING A BUDGET TRANSFER TO FUND INTERNAL PERSONNEL INVESTIGATIONS PERFORMED BY A THIRD PARTY.

RECOMMENDATION: Adopt a resolution approving a budget transfer to fund internal personnel investigations performed by a third party.

M. ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH BRIGHT FUTURE SOLAR ENERGY IN THE AMOUNT OF TWENTY-NINE THOUSAND, FOUR HUNDRED DOLLARS (\$29,400.00) FOR A ROOF-MOUNTED SOLAR ENERGY SYSTEM AT THE OFF-SITE FIRE APPARATUS STORAGE FACILITY.

RECOMMENDATION: To adopt a resolution approving an agreement with Bright Future Solar Energy in the amount of twenty-nine thousand, four hundred dollars (\$29,400.00) for a roof-mounted solar energy system at the off-site fire apparatus storage facility.

N. ADOPT A RESOLUTION APPROVING A CONTRACT WITH THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR ANIMAL SHELTERING SERVICES

RECOMMENDATION: Adopt a resolution authorizing the agreement with the Society for the Prevention of Cruelty to Animals.

O. ADOPT A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH DB GAYA CONSULTING, LLC, FOR COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE WATER TANK COATING IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$24,360.

RECOMMENDATION: Adopt the resolution authorizing the execution of a professional services agreement with DB Gaya Consultants, LLC, for an amount not to exceed \$24,360 for the protective coating quality assurance inspection services for the Water Tank Coating Improvements and to authorize the City Manager to execute the agreement.

P. ADOPT CHANGES TO THE EXPENSE AND USE OF PUBLIC RESOURCES POLICY TO ALLOW FOR THE PURCHASE OF FOOD FOR COUNCIL MEMBERS DURING CITY COUNCIL MEETINGS

RECOMMENDATION: That the policy be updated to reflect the changes as recommended.

Q. APPROVE TEMPORARY TRAFFIC CONTROL PLAN FOR THE CLOSURE OF DEL MONTE BOULEVARD FOR THE PORSCHE MONTEREY CLASSIC PARTNER EVENT ON AUGUST 12, 2019

RECOMMENDATION: The purpose of this item is to have the City Council approve a traffic control plan for the temporary closure of Del Monte Boulevard to through traffic from Tioga Avenue to 1771 Del Monte Blvd. during the Porsche Monterey Classic Partner Event on Monday, August 12, 2019.

9. PUBLIC HEARING

A. THE 2019-20 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS

RECOMMENDATION: To discuss in more detail the draft budget, incorporating the changes from the Study Session on June 18, 2019 and provide direction to staff.

B. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 9 ADDING CHAPTER 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce the draft ordinance as presented, discuss, invite comments from the public and pass to print the draft ordinance amending Municipal Code Chapter 9 adding Chapter 9.21 "Storage of Personal Property on City Property".

C. CONSIDERATION AND ADOPTION OF URGENCY ORDINANCE PROHIBITING THE USE OF ALL FIREWORKS AFTER 10:00 P.M.

RECOMMENDATION: The purpose of this is to adopt an urgency ordinance to assist in the regulation of illegal fireworks and prohibit the use of all fireworks past the hour of 10:00 p.m..

D. REVIEW, DISCUSS, CONDUCT A PUBLIC HEARING, AND CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE PROPOSED 2019 - 2020 FEE SCHEDULE

RECOMMENDATION: The purpose of this item is to give the City Council the opportunity to review and adopt the attached resolution approving the 2019-2020 Proposed Fee Schedule for the City of Seaside. It is recommended that the City Council review and adopt the FY2019-2020 Proposed Fee Schedule.

10. BUSINESS ITEMS

A. CONSIDER A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS FOR THE USE OF SOPER FIELD, METZ FIELD AND CUTINO FIELD

RECOMMENDATION: Consider a request from the Central Coast Bombers for a Fee Waiver of Nine Thousand, Six Hundred, Seventy-Seven Dollars and Four Cents (\$9,677.04) for the costs associated with the use of Soper Field, Metz Field and Cutino Field from August 2019 to November 2019.

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

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

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 18, 2019
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, 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. Live streamed meeting videos as well as videos of past meetings are available on the City's website at: <http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

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: June 20, 2019

SUBJECT: SCHOOL RESOURCE OFFICER PROGRAM UPDATE

PURPOSE & RECOMMENDATION

The purpose of this item is to provide City Council with an update on the School Resource Officer Program.

BACKGROUND

Based on community feedback, the Seaside Police Department reframed its School Resource Officer program in January of 2019. SPD also committed to provide periodic, programmatic updates to City Council and our community. An oral update on our School Resource Officer Program will be provided at the meeting.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. SRO Program Update_6-20-19
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a flourish.

Craig Malin, City Manager

School Resource Officer Program Update



SRO Training

- **Integrating Communication, Assessment, and Tactics (ICAT)**
- **Investigating Dark Web cases**
- **School Violence for First Responders**
- **Advanced Psychology for Cops**

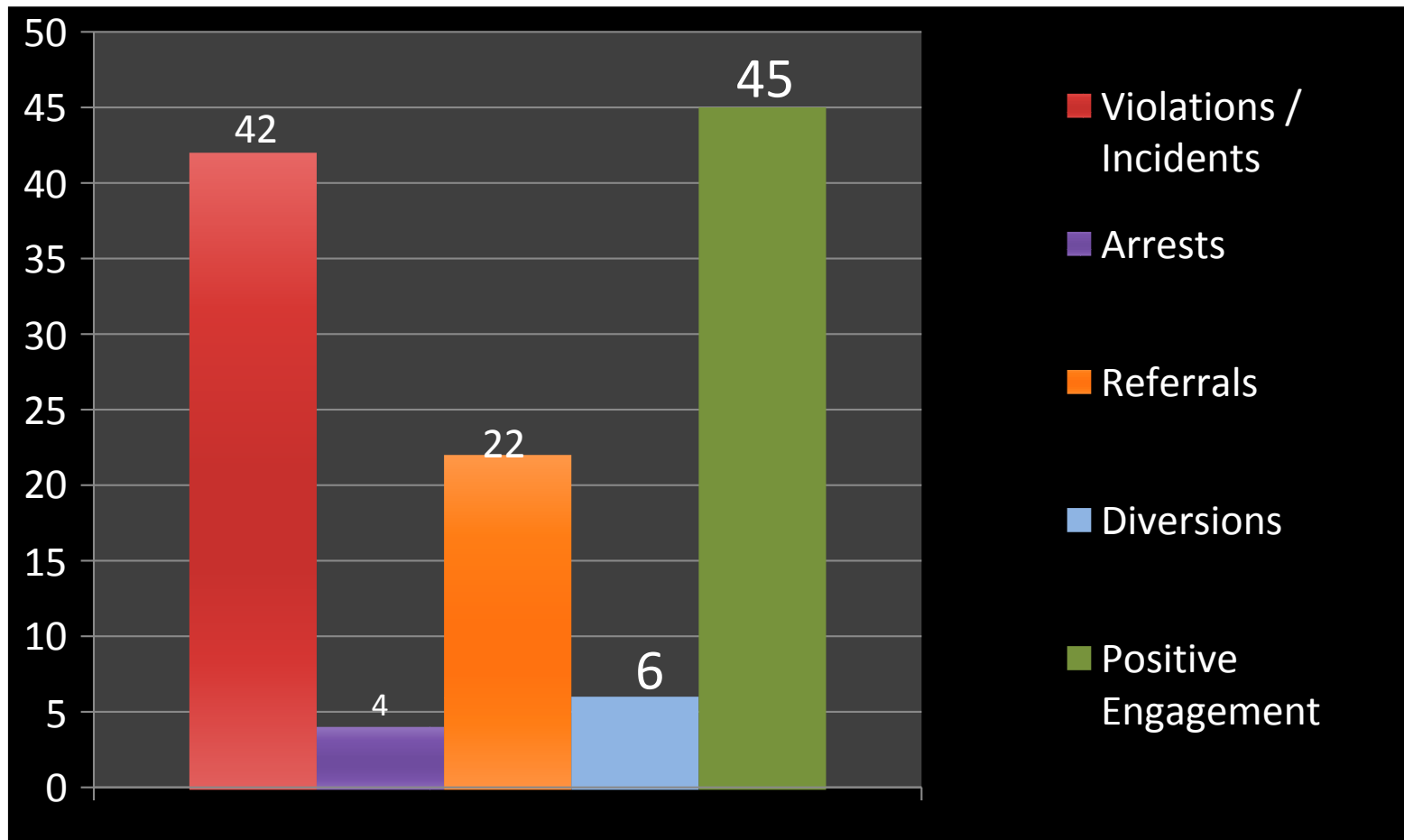


Positive Engagement

- **Youth Peace Summit**
- **Mentoring**
- **Presentations**
- **Show and Tell**
- **ALICE Training**



SRO 2019 statistics



Coming Soon



Conclusion

- **Continuous improvement**
- **Regular updates**





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director
Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: June 20, 2019

**SUBJECT: UPDATE ON IMPLEMENTATION OF CITY FINANCIAL POLICIES
AND TRANSPARENCY MEASURES**

PURPOSE & RECOMMENDATION

To receive an update on recent efforts to implement transparency measures.

BACKGROUND

In spring of 2019 the City Council received the external fiscal audit which made recommendations about city financial policies and transparency efforts. An oral presentation will be made at the meeting regarding the status of implementation of the financial policies as recommended as well as the transparency measures that have been implemented.

FISCAL IMPACT

None associated with the presentation.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
Thursday, June 6, 2019
7:00 PM

1. CALL TO ORDER

Mayor Pro Tem Pacheco called the meeting to order at 7:00 PM.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Kispersky, Pacheco, Wizard

ABSENT: Oglesby

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

No changes requested.

5. PUBLIC COMMENT

Speakers: Ronald Britt, Helen Rucker, Kenneth Murray

6. PUBLIC AGENCY COMMUNICATIONS

Human Resources Director Greathouse discussed how the public can participate in the City Manager evaluation process, Economic Development Director Stearns spoke to the CDBG Small Business Plan Awards and Police Chief Pridgen invited the community to the "Taco'Bout It" Community policing event.

7. PRESENTATIONS

A. PRESENTATION OF THE MAY 2019 HOUSE OF THE MONTH

Action: Presented award to the winners for the May 2019 House of the Month.

8. CONSENT AGENDA

On motion by Council Member Jon Wizard and seconded by Council Member Jason Campbell and passed by the following vote the Consent Agenda was approved unanimously.

*RESULT: **Approved 4-0***

A. APPROVE MINUTES FROM MAY 16, 2019

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved and Filed

C. PROCLAMATION DESIGNATING JUNE 2019 AS NATIONAL GUN VIOLENCE AWARENESS MONTH

Action: Proclaimed

D. PROCLAMATION DECLARING JUNE AS LGBT PRIDE MONTH IN THE CITY OF SEASIDE

Action: Proclaimed

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE PONY BASEBALL AND SOFTBALL

Action: Approved

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

Action: Approved

G. APPROVE REVISED 2014 - 2018 SALARY SCHEDULES TO COMPLY WITH CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) AUDIT FINDINGS

Action: Approved

H. ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF CALEA APPROVED POLICE EVIDENCE STORAGE LOCKERS FOR A NOT TO EXCEED COST OF \$28,543.20

Action: Adopted Resolution 19-36

I. ADOPT UPDATED RESOLUTIONS AUTHORIZING INVESTMENT IN THE STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND AND AUTHORIZING THE PERSONS WHO CAN TRANSACT BUSINESS WITH THE LOCAL AGENCY INVESTMENT FUND ON BEHALF OF THE CITY OF SEASIDE

Action: Approved Resolution 19-37

J. APPROVE A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE A 2019 FORD F150 TRUCK TO REPLACE THE CURRENT 2002 F150 VEHICLE ABATEMENT TRUCK, AND A 2019 FORD F250 TRUCK AND CAGE ATTACHMENT TO REPLACE THE CURRENT 2002 FORD F250 ANIMAL CONTROL TRUCK AND CAGE ATTACHMENT.

Action: Adopted Resolution 19-38

9. BUSINESS ITEMS

A. CONSIDER RESCISSION OF RESOLUTION 19-29 AND ADOPTION OF THE A RESOLUTION SUPPORTING A MONTEREY FAMILY JUSTICE CENTER

Assistant City Attorney Damon provided the report saying that the resolution was revised to better reflect discussions by the Council and that it is only as a statement of support, should State of California should decide to move forward with a Monterey County Court House in this area. There were no comments from the public or Council.

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

RESULT: **Approved-4-0**

RESULT: *Approved 4-0*

RESULT: *Approved 4-0*

On motion by Council Member Jon Wizard and seconded by Council Member Jason Campbell and passed by the following vote the City Council authorized staff to and send a letter of support.

RESULT: ***Approved 4-0***

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

12. ADJOURNMENT

On motion, the meeting was closed in honor of Anne Wynn at 8:17 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant
Kimberly Drabner, Finance Director

DATE: June 20, 2019

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of May 25, 2019 through June 7, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of June 6, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,332,670.70.

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:

- \$545,158.14 for Payroll and benefits.
- \$10,950.46 to Access Monterey Peninsula (AMP) for January - March, 2019 PEG fees (Public, Educational and Government access programming) for AT&T and Comcast.

- \$15,677.22 to California-American Water for water consumption at multiple City of Seaside service addresses. Billing period is 4/19/2019 - 5/22/2019.
- \$10,027.00 to Liebert Cassidy Whitmore for negotiation services rendered through 4/30/2019.
- \$21,841.38 to Monterey County Convention & Visitor's Bureau for the TID (Tourism Improvement District) remittance for the reporting period of April, 2019 for the 13 City of Seaside motels/hotels.
- \$30,990.44 to Wallace Group for services rendered through 4/30/2019 for the Seaside County Sanitation District Del Monte sewer upgrade project. Services included: project management and technical meetings, preliminary investigation, research and engineering, and preparation of construction contract documents.
- \$20,757.00 to Randazzo Enterprises, Inc. for the demolition project at 1561-1569 Del Monte Blvd (Diaz Building). Base bid completed \$18,681.30, plus retention billing of \$2,075.70.
- \$28,997.30 to U.S. Bank - CalCard for City of Seaside purchase card transactions for the billing period of 3/23/2019 - 4/22/2019.
- \$10,348.50 to Whitson Engineers for April, 2019 professional services for Ellis Park improvements (\$6,086.00), and for Highland Otis Park improvements (\$4,262.50).
- \$43,903.49 to Tyler Technologies for the pre-paid maintenance fee for In-Code software for the period of 7/1/2019 - 6/30/2020.
- \$14,576.21 to the City of Del Rey Oaks for the sewer impact fee payment.
- \$28,976.30 to Emergency Vehicle Specialists for outfitting equipment for (2) 2019 Dodge Durangos for the Seaside Police department.
- \$22,676.95 to PNC Equipment Finance for 3-month lease (3/14/2019 - 6/13/2019) for the Library and City Hall energy project and for the Fire Department admin energy project.
- \$14,728.62 to PNC Equipment Finance for 3-month lease (3/20/2019 - 6/18/2019) for IT equipment.
- \$38,288.22 to Downtown Ford Sales, Sacramento, CA for (1) 2019 Ford Transit high-roof cargo van for the Seaside Police department.
- \$40,000.00 to Kvenild Construction, Inc. for the remaining balance for the "SEASIDE" portal project including signage cost, signage installation and landscaping.

The remaining checks, totaling \$434,773.47 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 are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent

DATE: June 20, 2019

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM CENTRAL COAST HIGH SCHOOL**

PURPOSE & RECOMMENDATION

To approve a request from Central Coast High School for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their Work to Learn Program.

BACKGROUND

Central Coast High School is requesting a donation of Three Thousand Dollar (\$3,000.00) from the Mayor's Youth Fund to help cover the cost associated with their Work to Learn Program. This program is a recent program initiated by Central Coast High School to bring work experience to their general education students with the goal of building skills to improve and expand their student's post-secondary options. The program is designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for the future.

Students who are selected for the program will be offered a job placement at a site which encourage a reduce, reuse and recycle philosophy. Their Work to Learn Program will continue their efforts to select community partners whose values include an utmost priority on reduce, reuse and recycle. Additionally, they will highlight green sustainability in the job site training portion of their program and systematically embed environmental awareness into their orientation.

The last donation to Central Coast High School was in the amount of Two Thousand Four Hundred Dollars (\$2,400.00) and was approved at the March 17, 2016 City Council meeting. Based on the information provided to staff, the application meets the

requirement of the Mayor's Youth Fund Policy.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF Central Coast High School 2019
 2. Tax Exempt Letter 2019
 3. Central Coast High School W9 - 2019
-

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 Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Central Coast High School

Address: 200 Coe Avenue

Email: Kmdir@mpisd.net

Phone Number: Home _____ Work (831) 392-3500 Cell (206) 696-3003
ext 2810

Name of Individual: Work To Learn Program

% Residents or Students of Seaside: 59 %

of Participants: 10

Ages: 16-18 years old

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	<u>✓</u>
Athletic	<u> </u>
Music	<u> </u>
Environmental	<u> </u>
Art	<u> </u>

Is funding a reward for one of these activities?

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

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.

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

*Total Amount Requested: (See Contribution limits) \$ 3,000.00

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.

Central Coast High School Criteria Responses for Mayor's Youth Fund

Is funding a reward for one of these activities?

Students who are currently enrolled at Central Coast High School in a CTE (Career Technical Education) program and in satisfactory academic standing will be considered to participate in this program.

Description of event, activity or program funding pertains to:

The Work To Learn Program is a recent program initiated by Central Coast High School to bring work experience to our general education students with the goal of building skills to improve and expand students' post-secondary options. The program's main focus is to provide work experiences within the students' community and establish the 21st century skills needed to be successful after high school and beyond. This program is also designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for their future.

Students age 16 and older are eligible to participate in the Work To Learn program and enter into a contract between MPUSD and the community partner. The number of hours each student will be paid for work experience hours and trainings is determined by program staff based on funds, student work performance, and employer needs. Students are compensated at the current Monterey County minimum wage.

Description of how the funds will specifically be 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.

Students who are selected for the program will be offered a job placement at a site which encourages a reduce, reuse, recycle philosophy. Currently, we have a student working with the Kiwanis Club of Monterey for the weekly meeting held at the Downtown Marriott Hotel, which pride themselves on being an Energy Star Partner. The student is fulfilling a Production Assistant role which entails setting up all equipment necessary, greeting members as they arrive, accepting their lunch payment, and taking down equipment once the meeting has adjourned. This system decreases the need for a paper ticket for lunch as they give out a reusable token to be reused at each weekly meeting.

While the central focus of Work To Learn is not entirely green sustainability, we will continue our efforts to select community partners whose values include an utmost priority on reduce, reuse, and recycle. Additionally, we will highlight green sustainability

in the job site training portion of our program and systematically embed environmental awareness into our orientation.

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

The core funding for the Work to Learn program is provided by the MPUSD General Fund with the specialized purpose of our vision to reimagine student learning and success. Central Coast High School has received these specialized monies to advance our Career and Technical Education goals. Our site has been allocated \$4,000 thus far and if awarded this Mayor's Youth Fund to supplement our program we will be able to serve a larger population of students in our community.



Monterey Peninsula Unified School District

Ryan Altemeyer

Associate Superintendent, Business Services

P.O. Box 1031
700 Pacific Street
Monterey, CA 93942-1031

(831) 645-1269
(831) 649-1729 FAX
raltemeyer@mpusd.k12.ca.us

July 23, 2018

RE: Tax Exempt Status of MPUSD
Taxpayer Identification Number: 77-0320712

To Whom it May Concern:

Thank you for your interest in supporting our schools. We often receive inquiries about our nonprofit status. Please accept this letter as certification that the Monterey Peninsula Unified School District qualifies as a not-for-profit organization. We are a state educational institution, which is considered a political subdivision of the State of California. Because of this, we are considered a nonprofit state entity rather than a private 501 (c) (3) nonprofit organization. Donations and private grants made to our schools are tax-deductible under these statutes.

If you have further questions, please feel free to contact me at (831) 645-1269.

Sincerely,

A handwritten signature in blue ink, appearing to be "Ryan Altemeyer", written over a horizontal line.

Ryan Altemeyer
Associate Superintendent, Business Services

**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. MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT		
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) ► 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 maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 1031 -or- 700 PACIFIC STREET	Requester's name and address (optional)	
6 City, state, and ZIP code MONTEREY, CALIFORNIA 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 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								
7	7	-	0	3	2	0	7	1
								2

Part II Certification

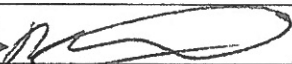
Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►



Date ► **7/23/18**

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.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: June 20, 2019

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE AQUATIC CLUB - THE DOLPHINS**

PURPOSE & RECOMMENDATION

To approve a request from the Seaside Aquatic Club - The Dolphins for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with program operations of the team.

BACKGROUND

The Seaside Aquatics Club - The Dolphins is requesting a donation of Three Thousand Dollar (\$3,000.00) from the Mayor's Youth Fund to help cover the cost associated with the swim team; pool rental fees, pool maintenance and supply costs and Red Cross registration fees and costs for staff. Funds also are established to help subsidize low income swimmers from the Seaside High School Swim Team who are interested in swimming year round.

The Seaside Aquatics Club participates in the annual Coastal Clean-up Day held each year in Monterey County and also recycles soda cans and plastic materials as a fundraiser for the team. The Seaside Dolphins hold three major fund raiser each year to help support the team and to keep fees affordable.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Seaside Aquatics Club - The Dolphins last received a contribution of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund at the June 21, 2018 City Council meeting.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF Seaside Aquatic Club - The Dolphins 2019
 2. W-9 - Seaside Aquatic Club 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SEASIDE AQUATICS CLUB - THE DOLPHINS
P.O. BOX 950
Seaside, CA 93955

Mayor Ian Oglesby
City of Seaside
440 Harcourt
Seaside, CA 93955

Dear Mayor Oglesby and Council Members:

Attached is an application for funding for the Mayor's Youth Fund for the Seaside Aquatic Club: The Dolphins. Our club has a long history in the City of Seaside and was started in 1994 at the Pattullo Swim Center under the City of Seaside and became a non-profit organization in early 1997. Starting with a handful of kids and have grown to over 100 strong. Currently we swim at pools on the Monterey peninsula including Pattullo Swim Center and Seaside High School. We believe that swimming is an equal opportunity sport and that anyone can participate and nobody should be excluded. It allows young people the opportunity to train individually and learn together as a team. Swimming fosters positive relationships and having a diverse team makes our community better. It is also the only sport that can save your life; particularly for minority and low-income youth. Public schools have cut PE aquatics classes and minority participation in aquatics is historically very low. Approximately 60%-70% of African-Americans and Hispanics have low to no swimming ability and minorities have a high drowning rate in the United States.

Our team has a special relationship with Seaside High School and as Head Coach for both the Seaside Aquatics Club and Seaside High Swim Team I work very hard to make sure our swimmers at Seaside High can continue swimming at the club level year round. We have provided swim scholarships for many swimmers over the years.

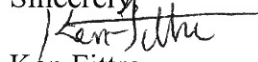
Our team relies on donations from a variety of sources but costs continue to rise. This donation will go towards expenses related to the team including pool rental fees, youth scholarships and Red Cross training materials. Many of our swimmers become strong swimmers and we provide training for them to become lifeguards. This training allows them to become employed as lifeguards at many of the local pools; particularly Pattullo Swim Center.

The team is a strong supporter of the goals related to recycle, cleanup and green sustainability. We recycle hundreds of pounds of bottles and cans year round and use those proceeds to help fund our program. Each year we also participate in the annual beach cleanups that are held at local beaches. We use this opportunity to teach our swimmers the importance of volunteering and stewardship of the beaches. One of our strongest activity is the Alcatraz Swims held each year. Many of our swimmers participate in these swims and practice for them in the Monterey

Bay. A bay that is far colder than the San Francisco Bay. Seaside Aquatics Club has even won the Alcatraz Bay Swim!

Thank you for considering our request and if you need any further information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Fittro", with a horizontal line extending to the right.

Ken Fittro

Head Coach-Seaside Aquatics Club

backstrider@aol.com

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 Aquatic Club – The Dolphins**
Coach Ken Fittro

Address: **P.O. Box 950, Seaside, CA 93955**

Email: **backstrider@aol.com**

Phone Number: Cell: **(831) 402-0312**

Name of Individual: **Team**

% Residents or Students of Seaside: **70%**

of Participants: **100+**

Ages: **5 - 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	<u>XX</u>
Music	_____
Environmental	_____
Art	_____

Is funding a reward for one of these activities? Funding is to help with costs associated with the team including pool rental fees, swim meet registration fees for low-income participants.

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

The Seaside Aquatics Club-The Dolphins

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.

All funds raised are specifically used to support the costs associated with the swim team; pool rental fees, pool maintenance and supply costs and safety and Red Cross registration fees. Funds also are established to help subsidize low income swimmers from the Seaside High School Swim Team who are interested in swimming year round. Related to the goals of recycling, clean-up and sustainability, the swim team participates in the annual Coastal Clean-up Day held each year in Monterey County and also recycles soda cans and plastic materials as a fundraiser for the team. Since they swim at Seaside High School they also participate in school clean up days after swim practices.

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

The Seaside Dolphins hold three major fund raisers each year to help support the team and to keep fees affordable so that everyone can participate including: 4th of July Fireworks sales, the annual Swim For Funds event, and volunteer participation in the Big Sur Marathon.

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

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.

Closing Report was submitted August 20, 2018

- 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.

SEASIDE DOLPHINS



Seaside Dolphins Volleyball Team 2017

The Dolphins

2017

Seaside Dolphins Volleyball Team 2017

The Dolphins

2017

**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. Seaside Aquatics Club, Inc.	
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) ▶	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.) 238 Mortimer Lane	Requester's name and address (optional)
6 City, state, and ZIP code Marina, CA 93933	
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
4	7
4	0
1	5

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>Tina Cieri</i>	Date ▶ <i>5/24/19</i>
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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/fw9.

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.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent

DATE: June 20, 2019

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM THE BOYS & GIRLS CLUBS OF MONTEREY COUNTY**

PURPOSE & RECOMMENDATION

To approve a request from Boys & Girls Clubs of Monterey County for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their staffing and supplies required for their Summer Academy.

BACKGROUND

The Boys & Girls Clubs of Monterey County is requesting a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to cover the costs associated with their staffing and supplies required for their Summer Academy. Their 2019 Summer Academy at the Seaside Clubhouse provides robust learning and hands on projects for youth ages 6-18. Program services operate from 8:00 a.m. - 6:00 p.m. The program serves nearly 400 youth, with 300 residing in Seaside. Embedded in the summer program is the Tribes process, an approach by which staff help members create small learning communities and completed innovative projects.

The Boys & Girls Clubs of Monterey County has a Club-wide culture of green living; from composting to LED lighting, low-water landscaping, and recycling. In 2018 they installed solar panels at their Clubs to reduce their carbon footprint and utilize cleaner and renewable energy. Environmental stewardship is a core value across their programming, including their Summer Academy.

The last donation to the Boys & Girls Clubs of Monterey County was in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) and was approved at the February 01, 2018 City Council meeting. Based on the information provided to staff, the application meets the requirement of the Mayor's Youth Fund Policy.

FISCAL IMPACT

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

ATTACHMENTS

1. Mayor's Youth Fund Request Boys & Girls Clubs of Monterey County 2019
 2. W-9 - Boys & Girls Clubs of Monterey County 2019
 3. Boys & Girls Clubs of Monterey County 501(c)(3)
-

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: Boys & Girls Clubs of Monterey County

Address: 1332 La Salle Ave., Seaside, CA. 93955

Email: avie@bgcmc.org

Phone Number: Home _____ Work 831-394-5171 Cell _____

Name of Individual: Andrew Vie

% Residents or Students of Seaside: 77 %

of Participants: 398

Ages: Youth ages 6-18

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

Is funding a reward for one of these activities?
No.

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

Please see attached.

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.

Please see attached.

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

Please see attached.

*Total Amount Requested: (See Contribution limits) \$3,000.00

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



City of Seaside Mayor's Youth Fund Application Responses

Description of Event:

The 2019 Summer Academy at the Seaside Clubhouse provides robust learning and hands on projects for youth ages 6-18. Program services operate from 8:00a-6:00p. The program serves nearly 400 youth, with 300 residing in Seaside. Embedded in the summer program is the Tribes process, an approach by which staff help members create small learning communities and complete innovative projects. The program will culminate in our STEAM Fair, showcasing the member's work throughout the summer. Some of the grade level projects offered include:

- *Puzzles & Logic Camp (K-3rd)*: A hands-on, STEM-integrated learning camp where students use building bricks to solve brain-building exercises. Communication and team-work are essential as students tackle logic-puzzles and engineering challenges while covering topics ranging from social-studies, geography, history and biology.
- *Famous Structures (4th-5th)*: Students engage on a globe-trotting journey to discover famous structures from around the world such as the Eiffel Tower, the Empire State Building and the Taj Mahal. Students then replicate these structures using bricks, all while learning about ancient architectural breakthroughs and the fundamental design elements still used today.
- *Origami Tekniko (6th-8th)*: Traditional paper-folding techniques meet integrated STEM learning as students' pair simple circuits with paper structures to bring their origami to life. LED lights, conductive material and motor-boards are used to create "Origami Robot Sculptures" in an engaging science program matched to Common Core and NGSS learning standards.
- *Junior Staff (9th-12th)*: High school members have the opportunity to receive a paid internship in the morning and build career skills in the afternoon.

The comprehensive 8 week program prevents summer learning loss and develops 21st century academic skills through individual instruction, project based learning, and collaboration, while addressing needs from youth whom are susceptible to inadequate nutrition and physical inactivity during the vital months when school is out. Attached is the 2018 Summer Impact report, demonstrating the outcomes and results achieved last year. Results of the following outcomes will be available in August, 2019:

Access to Quality Nutrition: Over 9,000 meals will be served during the 8 weeks.

Avoiding Summer Learning Loss: 30 below grade level 2nd & 3rd graders will receive Read Naturally instruction to improve their grade level oral fluency in preparation for the 2019-20 school year.

Fieldtrips: Approximately 25 field trips will be conducted for over 200 youth.

Summer Sports Camp: Seaside youth will experience a quality, week-long sports camp experience with Johnson-Toney Football and/or Gil Basketball Academy.

Description of how the use of 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:

The funds requested will support specifically the staffing and supplies required for the Summer Academy. We believe living responsibly means caring for where we live and carefully managing our resources. In service of that value, and to teach it to our members, we have a Club-wide culture of green living; from composting to LED lighting, low-water landscaping to recycling. In 2018 we installed solar panels at our Clubs to reduce our carbon footprint and utilize cleaner and renewable energy. Environmental stewardship is a core value across our programming, including the Summer Academy.

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

In order to support the \$144,000 budget for the Seaside Clubhouse Summer Academy, BGCMC has secured funding from Taylor Farms, Rotary Clubs, Foundations and kicked off a Summer Success Campaign.



BOYS & GIRLS CLUBS
OF MONTEREY COUNTY

50
EST 1968

Anniversary

2018 Summer Impact Report

A look at the impact of summer programming at the Boys & Girls Clubs of Monterey County (BGCMC) made possible by generous donors, sponsors, partners, and volunteers. **Thank you for investing in our youth!**

"The Boys & Girls Club is my favorite place to be!" – Neblina M, 6-year-old member

Summer by the Numbers

- **1,525** youth participated in summer programs and activities
- **26,312** nutritious meals and snacks were served
- **565** youth participated in sports camps including Johnson-Toney Football and Gil Basketball Academy
- **117** youth received math and literacy intervention to prepare for the upcoming school year
- **50** field trips were offered



Members play together at a field day

Project-Based Learning (learning disguised as fun!)



4th-5th grade members doing computer coding

Members had a ton of fun doing hands-on STEAM projects (Science, Technology, Engineering, Arts, and Mathematics). Each project was tailored toward a specific grade group with the goal of helping them communicate, collaborate, problem solve and adapt. Middle and high schoolers created original clay art to film their own Claymation. Our 4th-5th grades created computer games and coding projects in Scratch, a graphical coding language, while K-3rd grades were

inspired by their favorite super heroes to explore engineering, physics, and teamwork. Teams presented their projects to family, friends, and the community at our Summer Showcase!

Summer Academy (keeping kids on track to succeed in school!)

- **117** youth were enrolled in special intervention programs for reading or math
- **100%** of reading intervention program participants improved, increasing an average of 20.6 words per minute! The group completed 518 stories this summer
- **100%** of math intervention participants logged 17,100 minutes within the program, averaging 2,192 min/week. The group progressed in 49 standards

4th grade member Robeauty started the summer reading intervention program testing at a first grade level. In just 8 weeks she was reading at a third grade level!



Members earned special prizes as they completed their lessons!



2018 Summer Impact Report

"I learned how to read binary!"

-James, Coding Camp participant

STEAM (Science, Technology, Engineering, Art, Math) Showcase

- Over **100** hands-on projects challenged our members to improve in key learning skills such as Collaboration & Communication, Initiative & Self-Direction, Critical Thinking & Problem Solving, Flexibility & Adaptability, and Productivity & Accountability
- **15 grade-group** teams presented at the Summer Showcase which provided members the opportunity to share their projects and adventures with the community
- In Club-wide focus groups, members said the projects helped them improve in collaboration, adaptability, critical thinking and problem solving



A member shows off their Engineering Design project

"Oh, the places you'll go!" Summer Field Trips

According to the National Education Association, youth participating in educational trips have better grades, are more likely to graduate from high school and college, and earn a greater income.

Below are some of the **50 field trips** we enjoyed!

- Lover's Point Beach
- Elkhorn Slough
- Raging Waters
- Ariel Theater
- Toro Park
- Maya Cinema
- Ventana Wilderness Camp
- Hartnell College
- Rock Climbing
- Henry Cowell State Park
- San Carlos Beach
- Whale Watching
- Bowling
- Tatum's Garden
- Santa Cruz Children's Museum of Discovery
- Tours at UC Merced and Fresno State



Members enjoyed a lot of adventures this summer!

"I appreciate all that you do for my child. I didn't realize all the programs you had or how much he would learn here!" -Salinas Parent

Request for Taxpayer Identification Number and Certification

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

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

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. Boys & Girls Clubs of Monterey County	
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) ► Non-Profit Corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 1 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. 1332 La Salle Ave.	Requester's name and address (optional)
6 City, state, and ZIP code Seaside, CA. 93955	
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								
9	4	-	1	7	0	2	7	5
								3

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 ►

Date ►

1/8/19

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.



Department of the Treasury
Internal Revenue Service
P.O. Box 9941
Ogden UT 84409

In reply refer to: 2916803013
May 02, 2000 LTR 252C
94-1702753 000000 00 000
01383

BOYS & GIRLS CLUBS OF MONTEREY
COUNTY
PO BOX 72
SEASIDE CA 93955-0072721

Taxpayer Identification Number: 94-1702753

Dear Taxpayer:

Thank you for the inquiry dated Mar. 20, 2000.

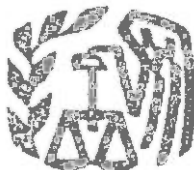
We have changed your business name as requested. The number shown above is valid for use on all tax documents. For your convenience, we have ordered corrected Forms 8109, Federal Tax Deposit Coupons for you to make your deposit. You should receive them in five to six weeks. REMINDER - Your new business name should also be used if you deposit electronically. You can make Electronic Funds Transfer (EFT) payments using the government's Electronic Federal Tax Payment System (EFTPS) through a financial agent designated to process tax payments.

If you have any questions, please call us toll free at 1-800-829-1040. If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

Department of the Treasury



District Director
Internal Revenue Service

Date: 4 DEC 1975

In reply refer to:
FL-1330, Code 428

EO-7272:d:Shedish
SF:EO:75-1625
(415)556-7963

Boys Club of Monterey Peninsula
P. O. Box 72
Seaside, California 93955

Our Letter Dated: February 24, 1969

In our above letter, we advised you that you were recognized as exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. However, we did not determine whether you are a private foundation.

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation as defined in section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

This classification is based on the assumption that your operations will continue as you have stated. Please notify us of any changes in your purposes, character, or method of operation so that we can consider their effect on your status.

Because this letter could help resolve any questions about your exempt status and private foundation status, please keep it in your permanent records.

Sincerely yours,

F. L. Brownell

District Director

FRANCHISE TAX BOARD

1025 P STREET

CRAMENTO, CALIFORNIA 95814

October 23, 1968

Boys Club of Monterey Peninsula, a
non-profit Corporation
c/o Weingarten and McGinty
Fremont Professional Center
Fremont Boulevard and Williams Avenue
Seaside, CA 93955

Re: Exemption from franchise tax

Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from State franchise tax under the provisions of Section 23701d of the Revenue and Taxation Code, as it is shown that you are organized and operated exclusively as a charitable organization.

Accordingly, you will not be required to file franchise tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to this office in order that their effect upon your exempt status may be determined.

If in any year your gross income exceeds \$25,000, you are required to file an information return on Form 199 on or before the 15th day of the 5th month following the close of your fiscal year. These forms will be mailed to you if you provide us with your current postal address.

If you have income from an unrelated trade or business that is taxable under the provisions of Section 23731 of the Revenue and Taxation Code, you must file a return on Form 109 on or before the 15th day of the 3rd month following the close of your fiscal year. Copies of this form may be obtained from this office or any of its branches.

Contributions made to you are deductible by the donors in arriving at their taxable net income in the manner and to the extent provided by Sections 17214, 17215, 17216 and 24357 of the Revenue and Taxation Code.

If the organization is not yet incorporated or has not yet qualified to do business in California, this approval will expire unless incorporation or qualification is completed within 30 days.

Very truly yours,

James C. Stewart

James C. Stewart
Assistant Secretary

101 Secretary of State



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent

DATE: June 20, 2019

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM CYPRESS GATORS BASEBALL AND SOFTBALL**

PURPOSE & RECOMMENDATION

To approve a request from Cypress Gators Baseball/Softball for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with the use of baseball practice fields and maintaining them.

BACKGROUND

Cypress Gators Baseball/Softball is requesting a donation of Three Thousand Dollars (\$3000.00) from the Mayor's Youth Fund to cover the cost associated with the use of baseball practice fields and maintaining them.

Cypress Gators Baseball/Softball is a local nonprofit with a mission to improve the skills of young baseball and softball players. They collect all the trash on the fields and benches and maintain the field after each practice game.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Cypress Gators Baseball/Softball has provided documentation showing that they serve a majority of Seaside residents. This is the first time that Cypress Gators Baseball/Softball is requesting a donation.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF Cypress Gators Baseball and Softball 2019
 2. Cypress Gators Baseball and Softball W9 - 2019
 3. Cypress Gators Baseball and Softball 501(c)(3)
-

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: Cypress Gators Baseball/Softball

Address: PO Box 2451

Email: carnazzoguna@comcast.net cypressgatorsbaseball@comcast.net

Phone Number: Home _____ Work _____ Cell 277-0294

Name of Individual: Guna Carnazzoguna

% Residents or Students of Seaside: 50%

of Participants: 90

Ages: 8-18 years

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?

Yes

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

baseball practice field use

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.

Our goal is to maintain field and keep
turn in playing condition. Use about to
contribute to field cleanup as well.

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

BBQ, team sponsors, flower deliveries

*Total Amount Requested: (See Contribution limits) We are a local non-profit
and would like to pay that rate.

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

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. Cypress Sports Gators Baseball/Softball Academy Inc.		
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) ▶ ☒ Other (see instructions) ▶ 501 c3 Public Benefit Corporation	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.) PO Box 2451	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 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.

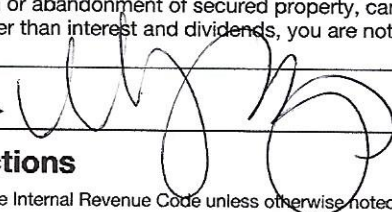
Social security number								
			-			-		
or								
Employer identification number								
2	7	-	4	1	3	1	7	6 2

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 	Date ▶ 5/31/19
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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/fw9.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 29 2013

CYPRESS SPORTS GATORS BASEBALL
SOFTBALL ACADEMY INC
C/O GINA CARNAZZO
PO BOX 772
MONTEREY, CA 93942-0772

Employer Identification Number:
27-4131762

DLN:
17053086302033

Contact Person: DONALD G HERRING ID# 31171
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi)

Form 990 Required:
Yes

Effective Date of Exemption:
January 7, 2011

Contribution Deductibility:
Yes

Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

CYPRESS SPORTS GATORS BASEBALL

Sincerely,

A handwritten signature in dark ink, appearing to read "Kenneth C. Corbin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth Corbin
Acting Director, Exempt Organizations

Enclosure: Publication 4221-PC

CYPRESS SPORTS GATORS BASEBALL

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Kenneth Corbin
Acting Director, Exempt Organizations

Enclosure: Publication 4221-PC

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 29 2013

CYPRESS SPORTS GATORS BASEBALL
SOFTBALL ACADEMY INC
C/O GINA CARNAZZO
PO BOX 772
MONTEREY, CA 93942-0772

Employer Identification Number:
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Contact Person: DONALD G HERRING ID# 31171
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi)

Form 990 Required:
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Effective Date of Exemption:
January 7, 2011

Contribution Deductibility:
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Addendum Applies:
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Kenneth Corbin
Acting Director, Exempt Organizations

Enclosure: Publication 4221-PC



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent

DATE: June 20, 2019

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM BETHEL BAPTIST CHURCH**

PURPOSE & RECOMMENDATION

To approve a request from Bethel Baptist Missionary Church for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their Summer Program.

BACKGROUND

Bethel Missionary Baptist Church is requesting a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to cover the cost associated with their Summer Program. Their Summer Program is designed for youth ages 3 to 18 years. The program provides small meals, study time, counseling, computer study, youth workshops and field trips. The funds will be used for the participant's food, workshops and field trips.

The church encourages pride for their city and demonstrates the positive impact that their recycling and group cleanup provides to the community. They plan to take their participants on a field trip to the Waste Management in Marina California this summer.

Bethel Baptist Church received their last donation at the June 21, 2018 City Council meeting and they completed the Mayor's Youth Fund Closing Report for their last donation.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF Bethel Baptist Church Request 2019
 2. Bethel Baptist Church W9 2019
-

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 Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Bethel Missionary Baptist Church Summer Program

Address: 390 Elm Street

Email: pastorlusk316@mbc@yahoo.com

Phone Number: Home N/A Work (831) 920-1415 Cell (831) 915-6002

Name of Individual: Midori Collins (Site Director)

% Residents or Students of Seaside: 100 %

of Participants: Nov 20-25

Ages: 3-18

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	<u>P</u>
Athletic	<u>P</u>
Music	<u>P</u>
Environmental	<u>P</u>
Art	<u>P</u>

Is funding a reward for one of these activities?
yes

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

There will be small meals, study time, counseling,
computer study, youth workshops, tutoring, field trips,

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.

There is a planned field trip
to the waste manging in marie and mass ley.

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

Asking for local private company funds. Planned
to do raffles, car washes, cake walk, etc.

*Total Amount Requested: (See Contribution limits)

\$ 3,008.00

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.

Request for Taxpayer Identification Number and Certification

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

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

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. Bethel Missionary Baptist Church	
2 Business name/disregarded entity name, if different from above Bethel M B Church	
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 ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ 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. 390 Elm Ave	Requester's name and address (optional)
6 City, state, and ZIP code Seaside CA 93955	
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	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► 	Date ► 5/31/19
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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.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent
Ashley Collick, Youth Violence Prevention Coordinator

DATE: June 20, 2019

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION
REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON
EDUCATION & CULTURAL ENRICHMENT ACADEMY**

PURPOSE & RECOMMENDATION

To approve a request from the Village Project for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their Mae C. Johnson Education & Cultural Enrichment Academy.

BACKGROUND

On behalf of the Mae C. Johnson Education & Cultural Enrichment Academy, the Village Project is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to help cover the costs associated with educational activities and on the job training employment positions for high school at risk youth.

The Mae C. Johnson Education & Cultural Enrichment Academy will be having a six week program for at-risk youth. During the program the children will spend time in their onsite garden, where they will be growing fruit and vegetables that will be given to the homeless. The children will also be having a beach cleanup day. The children will be engaged in daily art activities and have one-on-one reading time to improve their reading skills. After their six week summer program, they will be rewarding their youth with a trip to Gilroy Gardens where they will be able to enhance their knowledge and gardening literacy while at the same time being rewarded with a fun filled adventure.

The Mae C. Johnson Education & Cultural Enrichment Academy is sponsored by the Village Project and the funds distributed to the Mae C. Johnson Education & Cultural Enrichment Academy will be handled through The Village Project. Based on the

information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF Village Project - The Mae C. Johnson Education & Cultural Enrichment Academy
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

- 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: The Village Project, Inc.

Address: 1069 Broadway (Obama) Avenue Suite #201

Email: village@villageprojectinc.org

Phone Number: Home (831) 394-2869 Work (831) 392-1560 Cell (831) 277-4760

Name of Individual: Mrs. Regina Mason

% Residents or Students of Seaside: 100 %

of Participants: 50+

Ages: 5 years up to 14 years of age.

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	☒
Environmental	☒
Art	☒

Is funding a reward for one of these activities?

Yes. Funding is extremely important to the activities referenced above so that our Summer Enrichment program will expose our scholars to each category listed above.

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

The Mae C. Johnson Education and Cultural Enrichment Academy is a Summer long learning, growth and continuous academic development program. Our morning component consists of Educational activities to ensure the continuous academic development of our young scholars. *PLEASE SEE ATTACHMENT FOR OUR DAILY ACTIVITIES.

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.

These funds will also provide a on the job training employment position for an High School at risk youth. The High School student will work closely with staff and have an opportunity to learn and practice leadership and mentorship skills to our students while learning other valuable job related responsibilities.

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

Our organization has secured other grants to accommodate over fifty (50) young scholars who will be participating in our Summer Education and Cultural Enrichment Academy.

*Total Amount Requested: (See Contribution limits) \$ 3,000.00

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.

The Village Project, Inc.

Mae C. Johnson Education and Cultural Enrichment Academy Summer Learning, Growth and Development Program

Project	Focus	Age Group	Duration	Evaluation	Break
Literature	Reading		50 minutes		9:50am
Students select A book each day	circle up/take turns reading	1 older student with younger students Tutor will be assigned to the group		Tutor responsible for discussion and instructions	
Writing	Journal Entry		50 minutes		10:50am
Each student receives a journal for daily writing	Students will reflect on the previous day and write their thoughts Tutor will give instructions about journaling			Tutor responsible for discussion and instructions	
Arithmetic	Building Skill Sets Learning Concepts		50 minutes		11:50am
Flashcards You Tube Videos re concept age appropriate math tests	Students will enhance their math skills by participating on activities in the project field			Tutor responsible for discussion and instructions	



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent

DATE: June 20, 2019

SUBJECT: APPROVE A FEE WAIVER AND CO-SPONSORSHIP REQUEST FROM THE PAN-HELLENIC COUNCIL FOR COSTS ASSOCIATED WITH THE 2020 MARTIN LUTHER KING, JR. MARCH AND PROGRAM IN THE AMOUNT OF SIX THOUSAND ONE HUNDRED AND SIX DOLLARS AND THIRTY-EIGHT CENTS (\$6,106.38)

PURPOSE & RECOMMENDATION

To approve a request from Pan-Hellenic Council for a Fee Waiver of Six Thousand, One Hundred and Six Dollars and Thirty-Eight (\$6,106.38) for the costs associated with their 2020 Martin Luther King, Jr. March and Program on January 20, 2020.

BACKGROUND

The Pan-Hellenic Council is planning to hold their annual march and post-march event honoring Martin Luther King, Jr. on Monday, January 20, 2020 from 8:00 a.m. to 4:00 p.m. The Pan-Hellenic Council has been the primary sponsor of this march since this national holiday was established in 1986. The City of Seaside has co-sponsored the march and waived all fees and charges related to it.

The Pan-Hellenic Council is requesting full fee waiver for costs associated with the 2020 march, including the use of the Oldemeyer Center auditorium and meeting rooms necessary for their post-march event. A Special Event Application was submitted for review by the Special Event Committee. The attached information details the specifics of this event.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee

waiver is granted.

The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

Laguna Grande Combo	\$ 951.75
Room Rentals (Bayonet, Blackhorse, Seaside & Seahorse)	\$ 381.00
Fee Waiver Application Fee	\$ 90.00
Deposit (non-refundable portion)	\$ 147.81
Insurance	\$ 113.00
Police Fees	\$ 346.08
Police fees are a direct cost and will be used to hire/pay and dedicate reserve officers to assist.	
Public Works Fees	\$4,076.74
TOTAL	\$6,106.38

ATTACHMENTS

1. MLK 2020 March Fee Waiver & Special Event Application
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Alice Jordan Organization Nat. Pan Hellenic Council
Address 1265 Mescal St., Seaside, CA 93955
Street City State Zip
Home Phone 831-899-3391 Cell Phone 404-310-8485 Email Address deborah@sonic.net
Room(s) Requested Laguna Grand, Dance Bayonet, Black Horse
Day(s) and Date(s) Requested Monday, January 20, 2020 Auditorium, Seaside, Seabrook
Hours Requested (include set-up time) 8am - 4pm Estimated Attendance 400+
Description of Event MNK Event - March & Program
Special Instructions or Equipment to Be Brought In Podium, Microphone, United States and CA Flags.
Reason for Requesting Fee Waiver A joint event with the City of Seaside, Kiwanis NAACP and the entire community of Seaside are invited to participate in Dr King Day Celebration
Have you received a Fee Waiver in the past? Yes ☒ No ☐
If so, what was the date of your event? Monday, JAN. 21, 2019
Is your organization based in Seaside? Yes ☒ No ☐
What percentage of your members or participants resides in Seaside? 80-90%
What is your organization's tax identification number? ID# 113693881
Is organization able to provide liability insurance? No, in the past the City of Seaside provided insurance
Will alcohol be served or sold at your event? Yes ☐ No ☒
Applicant Signature Alice Jordan / on behalf of Date 5/17/2019
The Pan Hellenic Council

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

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

Notes: _____

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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

SPECIAL EVENT APPLICATION

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

ORGANIZATION NAME

*MAILING ADDRESS

CONTACT NAME

PHONE#

PHONE#

Names and phone numbers of person(s) in charge of the event who can be contacted on a 24-hour basis during the event.

EMAIL:

EVENT NAME:

Event Category

Athletic/Recreation

Concert/Performance

Circus

Celebration/Festival

Parade/Procession/March

Dance

Carnival

Other

Setup

Date

Time

Event Starts

Date

Time

Event Ends

Date

Time

Dismantle

Date

Time

SITE LOCATION

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

this march will consist of local residents and various civic organizations, schools and churches that wish to participate. The march will begin at Broadway (Obama Way) and Nache Buena Streets, the marches will then head west to Fremont St. and south to Hilby Street turning East to Olde Meyer Center.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

There will be Parade Marshalls consisting of National Pan-Hellenic members

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

SIGNS POSTED

* Also P.O. Box 831

OF PARTICIPANTS 400 +

IS THE EVENT OPEN TO THE PUBLIC? ☒ YES () NO

If no, please describe how the event will be restricted and indicate plan on detailed schematic.

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT?

☒ NON-PROFIT 501 C(3) () 501 C(6) () COMMERCIAL-FOR PROFIT
☒ OTHER

Federal ID#

Event Benefiting: Seaside and The Seaside Community

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

Police, Public Works and Recreation

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

Available Trash Bins Around Oldemeyer Center for Trash Disposal

PARKING ARRANGEMENTS:

Public Parking Needs

Parking around Oldemeyer is adequate.

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

- | | | |
|---|------------------|---|
| ☒ P.A. System | () Generator(s) | ☒ Amplified sound/music |
| () Booths | () Bleachers | () Cooking fuel |
| () 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? () YES (X) NO
WILL ALCOHOL BE SOLD? () YES (X) NO

If yes, please attach ABC license.

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

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

Through local News media, letters
and Flyers

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

Yes

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

This event is under the Co-Sponsorship
with the City of Seaside

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

Permit Holder's Signature

Alice Jordan
on behalf
of the National Pan-Hellenic Council

Date

5/17/2019

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of \$90.00

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

Attach to application and mail to:

City of Seaside
Recreation Services
Attn: N. Towne
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6801 (P)

(831) 899-6274 fax
email: towne.nancy@ci.seaside.ca.us

Specific Event

Conditions of Approval

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

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

PROVISIONS

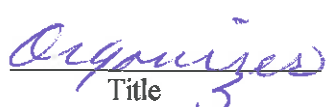
Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and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

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

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

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


Permit Holder's Signature


Title


Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

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

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

Date

Signature of Permit Holder

Insurance is provided by the City of Seaside

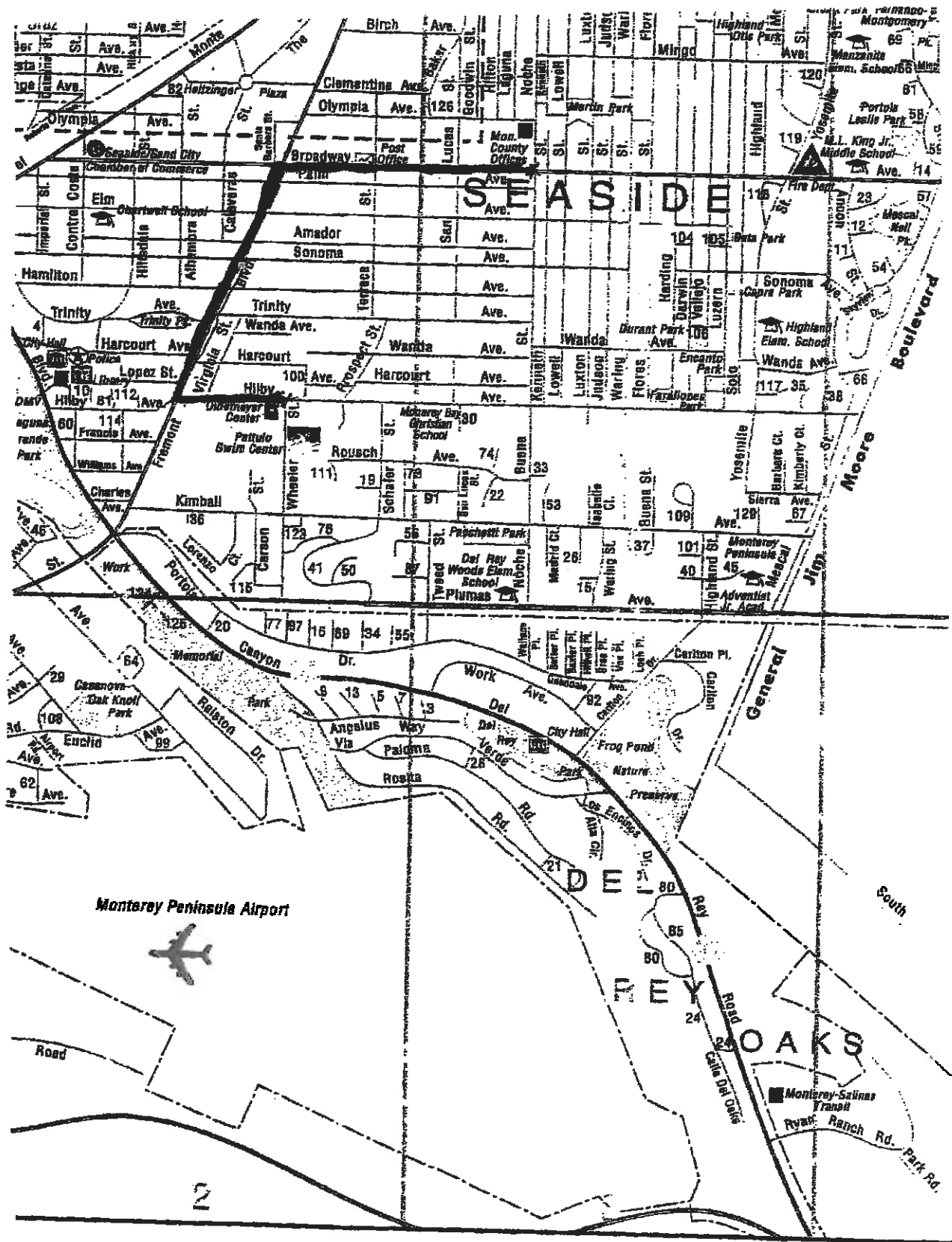
Administrative Use Only

Sign Off

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

Department Comments

Special Event application form
Revised February 18, 2014





SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

CONTACT INFORMATION:

Organization: Pan-Hellenic Council -

Name of Applicant: Alice Jordan

Address: 1265 Mescal St City: Seaside State: CA

Phone: 831-899-3391 Email: djordan@sonic.net

Day of Event Contact Name and Phone: Alice Jordan - 831-899-3391 - Hm# 404-310-8485 - cell#

☒ Resident

☐ Non-Resident

EVENT INFORMATION:

Event Title: MLK Event - March & Program

Event Description: MLK Event - March & Program

Event Date: Jan 20, 2020 Approximate Number of Guests: 400+

Start Time: 8:00am End Time: 4pm Set Up/Break Down Time: _____

Special Instructions: _____

Request to use the City's:

☒ Podium

☒ Microphone

☐ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

US & CA Flags

	Yes	No		Yes	No
Are you a non-profit organization?	☒	☐	Will refreshments be served?	☐	☒
Is the event open to the public?	☒	☐	Will refreshments be sold?	☐	☒
Will admission be charged?	☐	☒	Will you be using the kitchen?	☐	☒
Will there be music?	☒	☐	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒
Name of band or DJ: _____			<i>*Alcohol is prohibited at youth oriented events</i>		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)



SEASIDE CALIFORNIA

Facility Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300

Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$105.75	\$131.50
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
- ☐ I will be using Hall & Kitchen only
- ☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40

Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50

Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70

Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE MEETING ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60

Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER

Capacity: Dining: 85 / Theatre: 100

Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56	\$70.25
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
- ☐ I will be using the Kitchen only
- ☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays 7:30-9:30 PM, and Sundays for any two hours between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom 	☐ Conference 	☐ U-Shaped 	☐ Pods
☐ Theater 	☐ Banquet 	☐ Empty Room 	☐ Other

I have read and agree to all pages in the rental agreement forms

Applicant Signature: _____

Don Meewis
for Alice Sardon

Date: _____

5/21/19

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

RULES, REGULATIONS & CONDITIONS OF USE

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event. 25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Refund requests made 48 hours in advance will receive a full credit towards future use, or a full refund less a \$7 surcharge. Refunds will not be given less than 48 hours in advance.
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent

DATE: June 20, 2019

**SUBJECT: APPROVE A FEE WAIVER FROM THE OFFICE OF
ASSEMBLYMEMBER MARK STONE FOR THE USE OF THE DANCE
STUDIO FOR THEIR SENIOR SCAM STOPPER SEMINAR**

PURPOSE & RECOMMENDATION

To approve a request from the Office of Assemblymember Mark Stone for a Fee Waiver of Two Hundred Thirty-Five Dollars and Twenty-Five Cents (\$235.25) for the costs associated with the use of the Dance Studio at the Oldemeyer Center.

BACKGROUND

The Office of Assemblymember Mark Stone is requesting a fee waiver to help cover the cost associated with their Senior Scam Stopper Seminar on Friday, August 23, 2019 from 12:00 p.m. to 2:00 p.m. in the Dance Studio at the Oldemeyer Center.

The seminar will have experts that will provide information about ways to protect yourself and your loved ones against fraud and scams targeting seniors. Seniors, their families and caregivers are welcome to attend this free event.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Dance Studio Rental Fee	\$235.25
Total	\$235.25

ATTACHMENTS

1. Office of Assemblymember Mark Stone - Fee Waiver 2019

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Erica Parker Organization Office of Assemblymember Mark Stone
Address 99 Pacific St Ste 575G, Monterey CA 93940
Street City State Zip
Home Phone (831) 649-2832 (work) Cell Phone _____ Email Address erica.parker@asm.ca.gov

Room(s) Requested Oldemeyer Center Dance Studio

Day(s) and Date(s) Requested Friday, Aug 23, 2019

Hours Requested (include set-up time) 11:00-15:00 Estimated Attendance 65

Description of Event Senior Scam Stopper Seminar - educational seminar to help people identify and avoid scams

Special Instructions or Equipment to Be Brought In A podium would be helpful

Reason for Requesting Fee Waiver

This will be a free event, open to the public, providing educational information for a public benefit.

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

If so, what was the date of your event? Nov 6, 2017

Is your organization based in Seaside? Yes ☐ No ☒

What percentage of your members or participants resides in Seaside? The entire City of Seaside is in the Assemblymember's district.

What is your organization's tax identification number? _____

Is organization able to provide liability insurance? No.

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

Applicant Signature Erica Parker Date 5/22/19

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

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



SEASIDE CALIFORNIA

Facility Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Office of Assemblymember Mark Stone
Name of Applicant: Erica Parker
Address: 99 Pacific St Ste 575G City: Monterey State: CA
Phone: 831-649-2832 Email: erica.parker@asm.ca.gov
Day of Event Contact Name and Phone: Erica Parker, 831-649-2832
☐ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Senior Scam Stopper Seminar
Event Description: Educational seminar to help people identify scams and avoid them
Event Date: Aug 23, 2019 Approximate Number of Guests: 65
Start Time: 12:00 End Time: 14:00 Set Up/Break Down Time: 1 hr before & after
Special Instructions: _____

Request to use the City's: ☒ Podium ☐ Microphone ☐ Projector Screen
**Subject to availability **Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No
Are you a non-profit organization? ^(gov't)	☒	☐	Will refreshments be served?	☒	☐
Is the event open to the public?	☒	☐	Will refreshments be sold?	☐	☒
Will admission be charged?	☐	☒	Will you be using the kitchen?	☐	☒
Will there be music?	☐	☒	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒
Name of band or DJ: _____			<i>*Alcohol is prohibited at youth oriented events</i>		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$105.75	\$131.50
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
- ☐ I will be using Hall & Kitchen only
- ☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☒ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE MEETING ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 / hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56	\$70.25
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
- ☐ I will be using the Kitchen only
- ☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays 7:30-9:30 PM, and Sundays for any two hours between 8 AM – 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom	☐ Conference	☐ U-Shaped	☐ Pods
☐ Theater	☐ Banquet	☐ Empty Room	☒ Other
			podium Theater 465 seats + middle aisle

I have read and agree to all pages in the rental agreement forms

Applicant Signature: Eucalyptus

Date: 5/22/19

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: June 20, 2019

**SUBJECT: APPROVAL OF A RESOLUTION TO APPROVE AND AUTHORIZE
SIGNING THE SIGNATURE PAGE OF THE MONTEREY COUNTY
JOINT ANALYSIS OF IMPEDIMENTS**

PURPOSE & RECOMMENDATION

Approve and authorize signing the signature page of the Monterey County Joint Analysis of Impediments.

BACKGROUND

Seaside held a public hearing on this document on May 2, 2019. The five collaborating entities were: The Cities of Seaside, Salinas and Monterey, the Urban County of Monterey and the Housing Authority of the County of Monterey. Now that the public comment period has ended and all five agencies have held a public hearing, the document can officially be adopted by the City Council.

The Collaborating Entities have established a commitment towards providing equal housing opportunities for their residents. Through the federally funded Community Development Block Grant (CDBG) program, and other state and local programs, the Collaborating Entities work to provide a decent living environment for all. Pursuant to CDBG regulations [24 CFR Subtitle A §91.225(a)(1)], to receive CDBG funds, a jurisdiction must certify that it "actively furthers fair housing choice" through the following:

- Completion of an Analysis of Impediments to Fair Housing Choice (AI);
- Actions to eliminate identified impediments; and
- Maintenance of fair housing records.

This report, the Analysis of Impediments to Fair Housing Choice (commonly known as

the "AI"), presents a demographic profile of the Collaborating Entities, assesses the extent of fair housing issues among specific groups, and evaluates the availability of a range of housing choices for all residents. This report also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing.

FISCAL IMPACT

There is no fiscal impact to the general fund as a result of this item. Agencies that receive HUD funding are required to prepare an Analysis of Impediments prior to submittal of the next Consolidated Plan (2020). Administrative funds earmarked in the CDBG funding were used for preparation of the reports.

ATTACHMENTS

1. Draft Resolution
 2. Signature page
 3. Public Review Draft AI - Monterey County
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE 2020-2025 ANALYSIS OF IMPEDIMENTS
OF FAIR HOUSING**

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2015-2020 Five-Year Consolidated Plan, and

WHEREAS, in order to qualify for the next Consolidated Plan, the City of Seaside, as well as the Cities of Salinas and Monterey, the Urban County of Monterey and the Housing Authority of the County of Monterey as recipients of HUD funds, must have an approved Analysis of Impediments, and

WHEREAS, the five agencies entered into a Memorandum of Understanding on April 27, 2017 and prepared a joint Analysis of Impediments,

WHEREAS, pursuant to Federal regulations the City did hold the required public hearing for the document on May 2, 2019, after public notice,

WHEREAS, pursuant to Federal regulations the City of Salinas held required public hearings on April 9, May 14 and May 28; the City of Monterey held a required public hearing on April 16, The County of Monterey held a required public hearing on May 7 and the Housing Authority of the County of Monterey held a required public hearing on May 20, 2019, all after public notice

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the Analysis of Impediments, marked "Exhibit A" and made a part hereof, is hereby approved and the signature page shall be signed by the City as part of the document to be submitted to HUD.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of June 2019 by the following vote:

AYES: NOES:
ABSENT:
ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Signature page

I, _____, hereby certify that this Monterey County Regional Analysis of Impediments to Fair Housing Choice represents the _____'s conclusions about impediments to fair housing choice, as well as actions necessary to address any identified impediments.

Name

Date

Title



Monterey County Analysis of Impediments to Fair Housing Choice

2019

Collaborating Entities

City of Monterey | City of Salinas | City of Seaside
Monterey Urban County (Cities of Del Rey Oaks, Greensfield, Gonzales, Sand
City and Unincorporated County Areas) | Housing Authority of the County of
Monterey

Veronica Tam & Associates

107 S. Fair Oaks Avenue #212, Pasadena, CA 91105
(626) 304-0440

MIG, Inc.

800 Hearst Avenue, Berkeley, CA 94710
(510) 845-7549

Monterey County

Analysis of Impediments to Fair Housing Choice

2019

Collaborating Entities

City of Salinas (Lead Agency)

City of Monterey

City of Seaside

Monterey Urban County

(Cities of Del Rey Oaks, Greenfield, Gonzales, and Sand City, and
Unincorporated County areas)

Housing Authority County of Monterey

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Chapter 1

Introduction

The County of Monterey is located on the central coast of California and is one of the largest counties geographically in the State of California. The County covers more than 3,300 square miles and is comprised of diverse natural habitats and residential communities. Monterey County is bordered by Santa Cruz County to the north, San Benito, Fresno and King Counties to the east, and San Luis Obispo County to the south. The County's northwestern section forms the southern half of Monterey Bay.

Collaborating Entities

This report covers the entitlement jurisdictions of Monterey, Salinas, and Seaside, as well as the Monterey Urban County Entitlement Area, which is comprised of the cities of Del Rey Oaks, Gonzales, Greenfield, Sand City (participating cities), and the unincorporated areas of Monterey County. The Housing Authority County of Monterey (HACM) is also a collaborating entity in this study. For the purposes of public housing and other HACM-administered programs, this report covers the entire service areas of HACM.

The cities of Carmel, King, Marina, Pacific Grove, and Soledad did not participate in this effort and do not receive entitlement funds from HUD. Therefore, this report does not cover these localities.

A. Purpose of the Report

The Collaborating Entities have established a commitment towards providing equal housing opportunities for their residents. Through the federally funded programs such as the Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant programs, and other state and local programs, the Collaborating Entities work to provide a decent living environment for all. Pursuant to CDBG regulations [24 CFR Subtitle A §91.225(a)(1)], to receive CDBG funds, a jurisdiction must certify that it “actively furthers fair housing choice” through the following:

- Completion of an Analysis of Impediments to Fair Housing Choice (AI);
- Actions to eliminate identified impediments; and
- Maintenance of fair housing records.

This report, the Analysis of Impediments to Fair Housing Choice (commonly known as the “AI”), presents a demographic profile of the Collaborating Entities, assesses the extent of fair housing issues among specific groups, and evaluates the availability of a range of housing choices for all residents. This report also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing.

B. Legal Framework

Fair housing is a right protected by both Federal and State of California laws. Among these laws, virtually every housing unit in California is subject to fair housing practices.

1. Federal Laws

The federal **Fair Housing Act of 1968** and **Fair Housing Amendments Act of 1988** (42 U.S. Code §§ 3601-3619, 3631) are federal fair housing laws that prohibit discrimination in all aspects of housing, including the sale, rental, lease, or negotiation for real property. The Fair Housing Act prohibits discrimination based on the following protected classes:

- Race or color
- Religion
- Sex
- Familial status
- National origin
- Disability (mental or physical)

Specifically, it is unlawful to:

- Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, disability, familial status, or national origin.
- Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, disability, familial status, or national origin.
- Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.
- Represent to any person because of race, color, religion, sex, disability, familial status, or national origin that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
- For profit, induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, disability, familial status, or national origin.

Reasonable Accommodations and Accessibility: The Fair Housing Amendments Act requires owners of housing facilities to make “reasonable accommodations” (exceptions) in their rules, policies, and operations to give people with disabilities equal housing opportunities. For example, a landlord with a “no pets” policy may be required to grant an exception to this rule and allow an individual who is blind to keep a guide dog in the residence. The Fair Housing Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their

private living space, as well as to common use spaces, at the tenant's own expense. Finally, the Act requires that new multi-family housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

HUD Final Rule on Equal Access to Housing in HUD Programs: On March 5, 2012, HUD published the Final Rule on "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity." It applies to all McKinney-Vento-funded housing programs, as well as to other housing assisted or insured by HUD. The rule creates a new regulatory provision that generally prohibits considering a person's marital status, sexual orientation, or gender identity (a person's internal sense of being male or female) in making housing assistance available.

2. California Laws

The State Department of Fair Employment and Housing (DFEH) enforces California laws that provide protection and monetary relief to victims of unlawful housing practices. The **Fair Employment and Housing Act** (FEHA) (Government Code Section 12955 et seq.) prohibits discrimination and harassment in housing practices, including:

- Advertising
- Application and selection process
- Unlawful evictions
- Terms and conditions of tenancy
- Privileges of occupancy
- Mortgage loans and insurance
- Public and private land use practices (zoning)
- Unlawful restrictive covenants

The following categories are protected by FEHA:

- Race or color
- Ancestry or national origin
- Sex
- Marital status
- Source of income
- Sexual orientation
- Gender identity/expression
- Genetic information
- Familial status (households with children under 18 years of age)
- Religion
- Mental/physical disability
- Medical condition
- Age

In addition, the FEHA contains similar reasonable accommodations and accessibility provisions as the federal Fair Housing Amendments Act.

The **Unruh Civil Rights Act** provides protection from discrimination by all business establishments in California, including housing and accommodations, because of age, ancestry, color, disability, national origin, race, religion, sex, and sexual orientation. While the Unruh Civil Rights Act specifically lists “sex, race, color, religion, ancestry, national origin, disability, or medical condition” as protected classes, the California Supreme Court has held that protections under the Unruh Act are not necessarily restricted to these characteristics.

Furthermore, the **Ralph Civil Rights Act** (California Civil Code Section 51.7) forbids acts of violence or threats of violence because of a person’s race, color, religion, ancestry, national origin, age, disability, sex, sexual orientation, political affiliation, or position in a labor dispute. Hate violence can be: verbal or written threats; physical assault or attempted assault; and graffiti, vandalism, or property damage.

The **Bane Civil Rights Act** (California Civil Code Section 52.1) provides another layer of protection for fair housing choice by protecting all people in California from interference by force or threat of force with an individual’s constitutional or statutory rights, including a right to equal access to housing. The Bane Act also includes criminal penalties for hate crimes; however, convictions under the Act are not allowed for speech alone unless that speech itself threatened violence.

And, finally, **California Civil Code Section 1940.3** prohibits landlords from questioning potential residents about their immigration or citizenship status. Landlords in most states are free to inquire about a potential tenant’s immigration status and to reject applicants who are in the United States illegally. In addition, this law forbids local jurisdictions from passing laws that direct landlords to make inquiries about a person’s citizenship or immigration status.

In addition to these acts, **Government Code Sections 11135, 65008, and 65580-65589.8** prohibit discrimination in programs funded by the State and in any land use decisions. Specifically, recent changes to State law require local jurisdictions to address the provision of housing options for special needs groups, including:

- Housing for persons with disabilities
- Housing for homeless persons, including emergency shelters, transitional housing, and supportive housing
- Housing for extremely low income households, including single-room occupancy units
- Housing for persons with developmental disabilities

3. Fair Housing Defined

In light of the various pieces of fair housing legislation passed at the federal and state levels, fair housing throughout this report is defined as follows:

A condition in which individuals of similar income levels in the same housing market have a like range of choice available to them regardless of their characteristics as protected under State and Federal laws.

The housing markets across the Monterey region are very different. Therefore, in most cases, discussions and assessments on housing options and choices are made in the context of the local communities, particularly relating to local policies that would impact the range of housing choices available.

Housing Issues, Affordability, and Fair Housing

HUD's Fair Housing and Equal Opportunity (FHEO) Division draws a distinction between housing affordability and fair housing. Economic factors that affect a household's housing choices are not fair housing issues per se. Only when the relationship between household income, household type, race/ethnicity, and other factors create misconceptions, biases, and differential treatments would fair housing concerns arise.

Tenant/landlord disputes are also typically not related to fair housing. Most disputes between tenants and landlords result from a lack of understanding by either or both parties on their rights and responsibilities. Tenant/landlord disputes and housing discrimination cross paths when the disputes are based on factors protected by fair housing laws and result in differential treatment.

4. Impediments Identified

Within the legal framework of federal and state laws, and based on the guidance provided by HUD's *Fair Housing Planning Guide*, impediments to fair housing choice can be defined as:

- Any actions, omissions, or decisions taken because of the characteristics protected under State and Federal laws, which restrict housing choices or the availability of housing choices; or
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of characteristics protected under State and Federal laws.

To affirmatively promote equal housing opportunity, a community must work to remove impediments to fair housing choice.

5. Organization of the Report

This report is divided into eight chapters:

Chapter 1: Introduction defines “fair housing” and explains the purpose of this report.

Chapter 2: Community Participation describes the community outreach program and summarizes comments from residents and various agencies on fair housing issues such as discrimination, housing impediments, and housing trends.

Chapter 3: Community Profile presents the demographic, housing, and income characteristics in the Collaborating Entities. Major employers and transportation access to job centers are identified. The relationships among these variables are discussed. In addition, this section evaluates if community residential care facilities, public and assisted housing projects, as well as Housing Choice Voucher recipients in the three jurisdictions, are unduly concentrated in low and moderate income areas. Also, the degree of housing segregation based on race is evaluated by computing the Index of Dissimilarity.

Chapter 4: Lending Practices assesses the access to financing for different groups. Predatory and subprime lending issues are discussed.

Chapter 5: Public Policies analyzes various public policies and actions that may impede fair housing within the three jurisdictions.

Chapter 6: Fair Housing Profile evaluates existing public and private programs, services, practices, and activities that assist in providing fair housing in the three jurisdictions. This chapter also assesses the nature and extent of fair housing complaints and violations in the Collaborating Entities. Trends and patterns of impediments to fair housing, as identified by public and private agencies, are included.

Chapter 7: Fair Housing Action Plan summarizes the findings regarding fair housing issues in the three jurisdictions and provides a plan of action for furthering fair housing practices.

At the beginning of this report are Signature Pages that include the signatures of the Chief Elected Officials, together with a statement certifying that the Analysis of Impediments represents the jurisdictions’ official conclusions regarding impediments to fair housing choice and the actions necessary to address identified impediments.

Chapter 2

Public Participation

This Analysis of Impediments to Fair Housing Choice (AI) report has been developed to provide an overview of laws, regulations, conditions, or other possible obstacles that may affect an individual's or a household's access to housing. As part of this effort, the report incorporates the issues and concerns of residents, housing professionals, and service providers. To assure the report responds to community needs, a community outreach program consisting of an online fair housing survey, stakeholder interviews, partner forums, and community workshops, was conducted in the development of this report. This chapter describes the community outreach program conducted and the outcomes of each of its components.

A. Fair Housing Survey

The Fair Housing Survey sought to gain knowledge about the nature and extent of fair housing issues experienced by County residents. The survey consisted of 28 questions designed to gather information on a person's experience with fair housing issues, perception of fair housing issues in his/her neighborhood, and information about the person taking the survey. The survey instrument and summary of survey responses are provided in the *Analysis of Impediments to Fair Housing Choice: Public Participation Summary* bound under separate cover.

1. Survey Outreach

The survey was conducted online to collect information from community members and stakeholders on fair housing and discrimination throughout Monterey County. The survey was available starting from November 2017 and remained open for approximately seven months until June 2018. During this time, 464 responses were gathered.

The survey was available in English and Spanish and was prompted by:

- Posting to City and County websites
 - County of Monterey
 - Housing Authority County of Monterey
 - City of Salinas
 - City of Seaside
 - City of Monterey
 - City of Gonzales
 - City of Greenfield
- Posting to social media platforms
 - Facebook
 - Twitter
 - Next Door
- Phone calls to 142 organizations in the stakeholder database

- Personal emails sent to 181 email addresses from the 142 organizations in the stakeholder database
- Article in the Gonzales Tribune
- City of Salinas City Manager Newsletter

2. Discrimination

Of the 402 respondents that answered the question about discrimination in housing, about 64 percent of the respondents had not experienced housing discrimination. Approximately 146 of the respondents (26 percent) however, indicated that they had personally experienced discrimination when trying to find housing. A majority of the respondents believe they were discriminated against based on their family status and or their race. Respondents were allowed to choose more than one category when stating what they believed to be the basis of the discrimination against them.

3. Hate Crimes

Of those responding to the questions relating to hate crimes (364 respondents), only 24 people had indicated that they were aware of a hate crime being committed in their neighborhood. Out of those respondents, all but one person identified the area in which they believe the hate crime occurred. Salinas and Monterey were mentioned the most making up 43 percent of the responses.

B. Stakeholder Interviews

During February and March 2018, interviews were conducted with key housing and community stakeholders in order to gather information on housing barriers, housing discrimination and fair housing priorities across Monterey County. The stakeholder meetings were arranged by making phones calls to 142 organizations in the stakeholder database and sending out personal emails to 181 email addresses provided for the 142 organizations and agencies.

Eight individuals from different organizations were interviewed and their answers to questions were synthesized to encourage the interviewees to speak freely. A full summary of the Stakeholder interviews is included in the *Analysis of Impediments to Fair Housing Choice: Public Participation Summary* bound under separate cover.

C. Partner Forums

There were two partner forums held in order to collect input on fair housing needs and disparities of access. The audience targeted for these forums included housing providers, advocacy organizations and public agencies. Digital flyers in English and Spanish were emailed to 142 organizations and agencies in a stakeholder database and e-blast reminders were sent to all of them two to three times before each forum. Eighteen individuals attended the partner forums.

The Seaside Community Development Advisory Committee in Seaside hosted the first partner forum on May 16, 2018 and had ten attendees representing the Community Development Advisory Committee, City of Salinas, City of Seaside, Legal Services for Seniors, Seaside Homeless Committee, ECHO Housing, and other organizations.

The City of Salinas hosted the second forum on May 17, 2018 and had eight attendees representing the Central Cost Center for Independent Living, Housing Authority of Monterey County, City of Salinas, and the Maria J. Torres-Gil Community Center. During each of the forums, presentations were delivered in order to provide an overview of fair housing and to review the purpose of the AI. ECHO Housing also presented the fair housing services and resources they provide in Monterey County.

After the presentations, participants were able to share their thoughts on fair housing barriers and the needs of their communities. Discussion questions from the partner forums are included in the ***Analysis of Impediments to Fair Housing Choice: Public Participation Summary*** bound under separate cover.

During the partner forums, the participants stated that some of the most common barriers to housing in the community were the affordability of units already present, the lack of affordable units to fit the demand, the access to affordable units in relation to jobs, the income level of those seeking housing, and the high “price setting” of the County. Participants shared that the profit driven landlords and the location of rental housing has driven up the cost to live in many communities. The lack of affordable housing to fit the demand has made the access to housing difficult for community members.

The greatest challenges that organizations face when assisting with fair housing needs of residents are the lack of funding and resources that they can provide. Agencies made it clear that the lack of awareness of potential fair housing impediments and ways to address those impediments with the resources they have available is challenging. Participants encouraged that collaboration between housing services, public agencies and the like, could better assist the County as a whole when it comes to addressing fair housing.

D. Community Workshops

Four community workshops were conducted in May and June of 2018 throughout the County. All workshops were held in ADA accessible venues that were located close to public transit. The workshops were scheduled at varying times and days of the week to accommodate the needs of residents and the employees who were to facilitate each workshop. The workshops were as follows:

Thursday May 24, 2018 6:30 – 8:30 PM Maria J. Torres-Gil Community Center, Salinas	Tuesday June 19, 2018 6:30 – 8:30 PM Monterey Public Library, Monterey
Wednesday June 20, 2018 6:00 – 8:00 PM Castroville Branch Library, Castroville	Saturday June 23, 2018 12:00 – 2:00 PM Gonzales Branch Library, Gonzales

The workshops were done in an interactive format that included brief presentations to describe fair housing and protected classes and the purpose of the AI. ECHO Housing representatives presented an overview of the fair housing services and resources that they provide throughout the County. The attendees were then encouraged to participate in a large group discussion regarding fair housing barriers and issues facing the protected classes in Monterey County. Approximately 50 people attended the community workshops. The full list of discussion questions from the community

workshops is included in the *Analysis of Impediments to Fair Housing Choice: Public Participation Summary* bound under separate cover.

During all of the community workshops, the residents of the County agreed on the common barriers to housing within their communities. Some of those barriers included:

- Housing affordability
- Demand for affordable housing exceeding the supply
- Housing habitability issues with older housing stock
- Waitlist length for housing

(However, these are primarily economic barriers, which are not fair housing concerns per se. See discussions under Chapter 1, Introduction, Subsection B.3, Fair Housing Defined.)

Within each community workshop there were findings specifically designated for the area in which the workshop was held. During the Castroville workshop, participants identified that the distribution of affordable housing does not reflect the needs of the residents specifically when it came to accessing jobs. Castroville residents also had not experienced discrimination personally, but did work with clients who do regularly report incidents of discrimination in the area.

In the Gonzales workshop, participants noted the lack of farmworker housing within the city and the need for the South County to improve access to housing services and resources to fit the population. During this workshop, participants noted that flyers, radio announcements, and television commercials, can be better utilized to help address fair housing within the community. However, the City denied the CHISPA housing development proposal that would have provided affordable housing opportunities for farmworkers. Community acceptance of affordable and special needs housing is generally an issue.

During the Monterey workshop, participants stated that new housing is being built in order to target wealthier residents making it more difficult for other residents to find housing. The “invasion of Silicon Valley” was of great concern for the residents in Monterey. The residents in Monterey want to see ECHO Housing be used more to address fair housing concerns in the community.

The Salinas workshop participants noted that in the community individuals with domestic pets are limited to their choice of available housing options. It is even harder for those with animals and housing choice vouchers to find housing. Homeless persons also have difficulty utilizing their vouchers. The community believes that creating commercials, flyers, and radio announcements will assist the community and provide information on how to get the assistance they need with fair housing.

E. Public Review Draft of AI

The Draft AI was made available for a 45-day public review from April 1, 2019 through May 16, 2019. Notices of availability of the document and/or public hearings were published in the following newspapers:

- El Sol
- Gonzales Tribune
- Greenfield News
- King City Rustler
- Monterey Herald
- Monterey County Weekly
- Salinas Californian
- Soledad Bee

The Collaborating Entities will be conducting public hearings to receive comments on the AI:

- City of Salinas: April 9, 2019
- City of Monterey: April 16, 2019
- City of Seaside: May 2, 2019
- County of Monterey: May 7, 2019
- City of Salinas: May 14, 2019
- HACM: May 20, 2019

Chapter 3

Community Profile

As one of the larger counties in the State of California in terms of geographic coverage, Monterey County covers close to 3,400 square miles and is comprised of diverse natural habitats and residential communities. This diversity ranges from rich farmland located within the Salinas Valley to the tall peaks of the Santa Lucia Mountains whose fast steep incline helps make up the dramatic Big Sur coastline along the Pacific Ocean. The rich agricultural land, mild climate, and spectacular coastline have made Monterey County famous throughout the world. Located in the central coast region of California, Monterey County is a highly desirable location for families and individuals seeking residence in a semi-rural setting. Historically, there had been a strong military presence in the area with Fort Ord along the coast and Camp Roberts at the southern end of the County. Base closures, however, have resulted in reducing the military presence and the reuse of major portions of the former Fort Ord. The County also has a long farming history. Farming and related industries are the bedrock of the County's economic base. Accommodating the need for new housing and commercial services for incoming residents while balancing the desire to preserve the pristine natural environment, as well as prime farmland, may affect fair housing choice and opportunities in the County.

A key goal for fair housing programs is to foster an inclusive environment, one in which people of all socio-economic backgrounds have the opportunity to live in decent and suitable homes and are treated equally in the rental, sale, or occupancy of housing, and one in which underserved and disadvantaged groups would have the opportunity to live in a location of their own choice. The community profile chapter provides background information on demographics, housing, employment, special needs groups, and other characteristics that describe the Collaborating Entities. All of these factors can affect housing choice, housing opportunities, and the type of fair housing issues people in a community may encounter. This overview provides the context for discussing and evaluating fair housing in the following chapters.

A. Demographic Profile

Examination of demographic characteristics provides some insight regarding the need and extent of equal access to housing in a community. Factors such as population growth, age characteristics, and race/ethnicity all help determine a community's housing needs and play a role in exploring potential impediments to fair housing choice.

1. Population Growth

On February 18, 1850, the Monterey Bay region was officially split into two counties—Monterey County and Santa Cruz County. At that time, the total population count in Monterey County was 1,872 persons. By 1900, the population of Monterey County had grown to 19,380, and in 1950, the total countywide population had increased to 130,498 persons. The 2000 U.S. Census reported 401,762 residents in the County as of January 1, 2000. In 2000, Monterey County ranked 18th in

population size among the 58 counties in California. By 2010, the total population in Monterey County had grown to 415,057, a 17-percent increase since 1990.

According to the Census, between 1990 and 2010, Monterey and Seaside experienced a 13-percent and a 15-percent decline in population, respectively – while Salinas experienced an overall 38-percent increase – greater than the County’s growth during that same period (Table 1).

Over the last eight years, the unincorporated County population increased by over six percent unlike the previous two decades when the population had declined. The population in all areas analyzed has increased since 2010.

Table 1: Regional Population Growth Trends							
Jurisdiction	1990 Population	2000 Population	2010 Population	2018 Population	% Change 1990-2000	% Change 2000-2010	% Change 2010-2018
Monterey County	355,660	401,762	415,057	443,281	13.0%	3.3%	6.8%
Monterey	31,954	29,674	27,810	28,323	-7.1%	-6.3%	1.8%
Salinas	108,777	151,060	150,441	161,784	38.9%	-0.4%	7.5%
Seaside	38,901	31,696	33,025	34,270	-18.5%	4.2%	3.8%
Urban County	114,456	122,271	126,688	135,944	6.8%	3.6%	7.3%
Unincorporated Monterey County	100,479	100,252	100,213	107,264	-0.2%	0.0%	7.0%
Del Rey Oaks	1,661	1,650	1,624	1,692	-0.7%	-1.6%	4.2%
Gonzales	4,660	7,525	8,187	8,587	61.5%	8.8%	4.9%
Greenfield	7,464	12,583	16,330	18,007	68.6%	29.8%	10.3%
Sand City	192	261	334	394	35.9%	28.0%	18.0%

Source: Bureau of the Census, 1990-2010. California Department of Finance, Population and Housing Estimates 2018.

Approximately 50 percent (50,128 persons) of the County’s 2010 unincorporated population resided in a “Census Designated Place (CDP).” A full list of CDPs in Monterey County, along with corresponding population data, is presented in Table 2. The largest of the CDPs is Prunedale, which had 17,560 residents in 2010. Between 2000 and 2010, the Urban County as a whole experienced a minimal increase in population (less than four percent), which was mostly due to population growth in the City of Greenfield.

The 2018 Department of Finance and the 2012-2016 American Community Survey do not provide population counts for unincorporated areas. The 2010 Census remains the most accurate data to describe these communities, including small cities such as Del Rey Oaks, Greenfield, Gonzales, and Sand City.

Table 2: Population Growth by Subarea (2000-2010)

Area	2000	2010	Percent Change
Entitlement Jurisdiction			
Monterey	29,674	27,810	-6.3%
Salinas	151,060	150,441	-0.4%
Seaside	31,696	33,025	4.2%
Urban County			
Unincorporated Monterey County			
Aromas	2,797	2,650	-5.3%
Boronda	1,325	1,710	29.1%
Bradley	120	93	-22.5%
Carmel Valley Village	4,700	4,407	-6.2%
Castroville	6,724	6,481	-3.6%
Chualar	1,444	1,190	-17.6%
Del Monte Forest	4,531	4,514	-0.4%
Elkhorn	1,591	1,565	-1.6%
Las Lomas	3,078	3,024	-1.8%
Lockwood	--	379	--
Moss Landing	300	204	-32.0%
Pajaro	3,384	3,070	-9.3%
Pine Canyon	--	1,822	--
Prunedale	16,432	17,560	6.9%
San Ardo	501	517	3.2%
San Lucas	419	269	-35.8%
Spreckels ¹	485	673	38.8%
Balance of Unincorporated County	52,421	50,085	-4.5%
Total Unincorporated County	100,252	100,213	<-0.1%
Cities			
Del Rey Oaks	1,650	1,624	-1.6%
Gonzales	7,525	8,187	8.8%
Greenfield	12,583	16,330	29.8%
Sand City	261	334	28.0%
Total			
Urban County	122,271	126,688	3.6%
Monterey County	401,762	415,057	3.3%

Note 1: The growth in Spreckels is tied to a one-time event that probably will not be repeated – the Spreckels subdivision that relied on a subdivision map that was approved prior to the Map Act.

Source: Bureau of the Census, 2000-2010.

2. Age Characteristics

Housing demand is affected by the age characteristics of residents in a community. Different age groups are often distinguished by important differences in lifestyle, family type, housing preferences and income levels.

In Salinas and Seaside about 40 percent of residents were ages 20 to 44, and closer to 30 percent were older adults and seniors (persons age 45 and older). In Monterey, a similar proportion of residents were ages 20 to 44 (40 percent); however, a higher proportion of residents were older adults and seniors (40 percent).

Residents of the Urban County, overall, were slightly older than the County as a whole. The Urban County had a larger proportion of older adults and seniors (persons age 45 and older) than the County, and a lower proportion of younger adults, ages 20 to 44 (Table 3). Del Rey Oaks had a high median age of 46.2.

Table 3: Age Characteristics by Subarea (2010)

Area	Under 5	5 to19	20 to 24	25 to 44	45 to 65	65+	Total	Median Age
Monterey	5.1%	13.8%	10.2%	30.5%	24.9%	15.5%	27,810	36.9
Salinas	9.5%	25.3%	8.5%	29.9%	19.3%	7.5%	150,441	28.8
Seaside	8.9%	23.3%	8.3%	30.7%	20.2%	8.6%	33,025	30.6
Urban County								
Unincorporated Monterey County								
Aromas	4.6%	21.4%	6.6%	20.8%	36.1%	10.5%	2,650	42.1
Boronda	10.6%	25.9%	9.2%	27.8%	19.5%	6.9%	1,710	27.2
Bradley	1.1%	26.9%	1.1%	25.8%	35.5%	9.7%	93	39.8
Carmel Valley Village	3.6%	15.6%	3.2%	16.5%	40.6%	20.6%	4,407	51.7
Castroville	10.3%	27.1%	9.8%	28.9%	17.5%	6.4%	6,481	26.7
Chualar	9.2%	30.6%	7.7%	27.7%	19.7%	5.0%	1,190	26.6
Del Monte Forest	2.2%	17.2%	1.9%	12.0%	32.1%	34.6%	4,514	57.8
Elkhorn	6.5%	19.5%	6.8%	22.3%	33.2%	11.8%	1,565	41.5
Las Lomas	9.2%	27.9%	8.2%	29.8%	18.5%	6.4%	3,024	27.7
Lockwood	5.8%	22.2%	2.1%	20.6%	36.9%	12.4%	379	44.5
Moss Landing	3.9%	12.7%	2.9%	26.5%	41.2%	12.7%	204	46.5
Pajaro	12.1%	26.9%	9.8%	31.6%	15.3%	4.2%	3,070	25.6
Pine Canyon	6.2%	27.3%	5.4%	26.1%	24.9%	10.0%	1,802	34.4
Prunedale	6.3%	21.3%	6.1%	22.4%	32.2%	11.7%	17,560	40.1
San Ardo	10.6%	29.2%	8.7%	26.9%	16.1%	8.5%	517	26.6
San Lucas	8.2%	28.3%	10.0%	27.5%	21.6%	4.5%	269	26.3
Spreckels	6.2%	21.8%	4.0%	25.7%	30.9%	11.3%	673	39.4
Balance of Unincorporated County	5.1%	18.7%	5.6%	20.8%	31.1%	18.7%	50,085	N/A
Total Unincorporated County	6.0%	20.6%	6.0%	22.0%	29.7%	15.6%	100,213	N/A
Cities								
Del Rey Oaks	4.9%	14.5%	3.7%	25.4%	32.5%	19.0%	1,624	46.2
Gonzales	10.2%	28.1%	8.2%	28.8%	18.7%	6.0%	8,187	27.0
Greenfield	11.6%	28.1%	9.2%	30.8%	15.5%	4.7%	16,330	25.5
Sand City	6.0%	13.5%	8.1%	44.0%	25.7%	2.7%	334	34.1
Total								
Urban County	7.0%	22.0%	6.6%	23.7%	27.2%	13.6%	126,688	N/A
Monterey County	7.8%	22.2%	7.8%	28.2%	23.2%	10.7%	415,057	32.9

Note: Median age is a calculated field by the Census Bureau. The Census Bureau does not provide a median age calculation for the unincorporated areas that are not within a Census Designated Plan.

Source: Bureau of the Census, 2010.

3. Race and Ethnicity

Housing needs and preferences are sometimes influenced by cultural practices. Race and ethnicity are sometimes confusing concepts. For example, Hispanic is an ethnicity, not a race. However, when asked to identify a race, many Hispanics would either choose to leave the information blank or to choose “Other” as a race. Even many datasets provided by HUD, such as the Comprehensive Housing Affordability Strategy (CHAS) and the Affirmatively Furthering Fair Housing Tool (AFFHT) group race and ethnicity together.

The majority of Salinas’s residents are Hispanic, a higher proportion than in the overall region. Salinas has larger proportions of Hispanic residents (75 percent) than Seaside (43 percent), Monterey (14 percent), or the Urban County (50 percent).

As part of the Urban County, Greenfield (91 percent) and Gonzales (89 percent) also have high proportions of Hispanic residents. According to the 2010 Census, the racial/ethnic composition of the Urban County's population was: 44 percent White (non-Hispanic); 49 percent Hispanic; four percent Asian and Pacific Islander; one percent Black; and two percent indicating other ethnic groups (see Table 4).

In comparison, the State-wide ethnic distribution was slightly more diverse, with 40 percent White (non-Hispanic); 38 percent Hispanic; 13 percent Asian and Pacific Islander; six percent Black; and three percent other ethnic groups.

Table 4: Racial and Ethnic Composition (2010)

Area	Non-Hispanic White	Non-Hispanic Black	Non-Hispanic Asian/Pac. Islander	Hispanic	Non-Hispanic Other
Monterey	71.1%	2.6%	8.1%	13.7%	4.4%
Salinas	15.5%	1.6%	6.0%	75.0%	1.9%
Seaside	32.5%	7.9%	10.9%	43.4%	5.3%
Urban County					
Unincorporated Monterey County					
Aromas	59.1%	0.4%	1.9%	34.9%	3.8%
Boronda	6.4%	0.3%	6.1%	85.2%	2.0%
Bradley	86.0%	0.0%	0.0%	11.8%	2.2%
Carmel Valley Village	87.6%	0.4%	1.8%	7.4%	2.7%
Castroville	5.8%	0.7%	2.2%	90.1%	1.1%
Chualar	1.8%	0.1%	0.6%	96.7%	0.8%
Del Monte Forest	84.3%	0.9%	8.6%	3.7%	2.4%
Elkhorn	54.9%	0.6%	3.8%	37.6%	3.1%
Las Lomas	7.7%	0.2%	1.6%	89.2%	1.4%
Lockwood	67.3%	1.1%	0.5%	26.4%	4.7%
Moss Landing	67.6%	3.4%	1.5%	22.5%	4.9%
Pajaro	3.4%	0.2%	1.3%	94.1%	1.0%
Pine Canyon	42.0%	1.0%	0.8%	54.0%	2.2%
Prunedale	50.1%	0.8%	3.7%	41.7%	3.6%
San Ardo	26.9%	0.2%	1.0%	70.2%	1.7%
San Lucas	8.9%	0.0%	2.2%	83.3%	5.6%
Spreckels	65.1%	0.0%	3.7%	28.7%	2.5%
Balance of Unincorporated County	62.1%	1.2%	4.7%	29.0%	3.0%
Total Unincorporated County	52.6%	0.9%	4.0%	39.7%	2.8%
Cities					
Del Rey Oaks	76.2%	0.8%	8.0%	10.4%	4.6%
Gonzales	7.9%	0.3%	1.7%	88.9%	1.1%
Greenfield	5.7%	0.8%	1.0%	91.3%	1.1%
Sand City	49.7%	3.9%	4.2%	36.8%	5.4%
Total					
Urban County	44.0%	0.9%	3.5%	49.2%	2.5%
Monterey County	32.9%	2.7%	6.2%	55.4%	2.8%

Source: Bureau of the Census, 2010.

Areas of Minority Concentrations

Areas with concentrations of minority residents may have different needs. A "concentration" is defined as a block group whose proportion of minority households is greater than the overall Monterey County average of 67.1 percent.¹ As summarized in Table 4, racial and ethnic composition varies considerably across the region and Figure 1 illustrates concentrations of minority households by Census block group in the County. Minority concentration areas are found in Salinas and Seaside. Specifically, in comparison to the countywide average, almost the entire City of Salinas is considered minority concentrated. Minority workers also tend to work in the hospitality industry on the peninsula but face significant affordability barriers to living on the peninsula. Within the Urban County, minority concentrations are located primarily in the eastern portions of the County, including Gonzales, where vegetable growing is a key industry. Northern portions of the unincorporated County also have minority concentration areas. Specifically the CDPs of Boronda, Moss Landing, and Pajaro have significant concentrations of minority residents.

Dissimilarity Index

Dissimilarity Index is a measurement of housing segregation. The index, presented in Table 5, represents the percentage of one group that would have to move into a new neighborhood to achieve perfect integration with another group. An index score can range in value from 0, indicating complete integration, to 100, indicating complete segregation. A value of 60 (or above) is considered very high, values of 40 or 50 are usually considered a moderate level of segregation, and values of 30 or below are considered to be fairly low. A high value indicates that the two groups tend to live in different census tracts.

According to data provided by HUD's Affirmatively Furthering Fair Housing Tool (AFFHT), Monterey, Salinas, and Seaside are generally considered well integrated, although in comparison to other groups, Hispanics are slightly more segregated than other racial/ethnic groups. Countywide, however, moderate segregations are measured. The no growth policies of some communities have limited opportunities to integration.

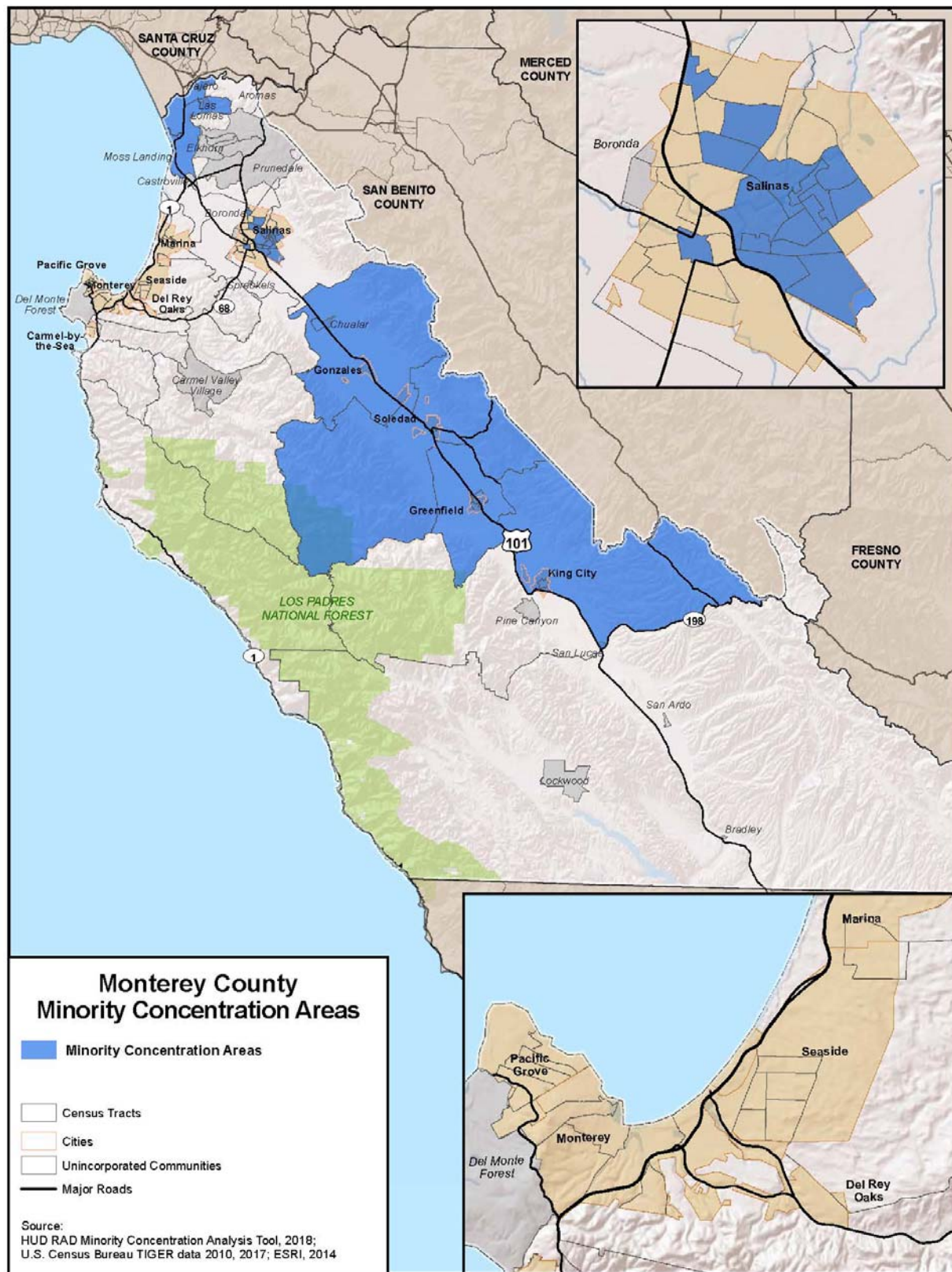
¹ This definition of concentration is derived from the concept of Location Quotient (LQ), which is calculated by comparing the proportion of one group in a smaller geographic unit (e.g. block group) to the proportion of that group in the larger population (e.g. county).

Table 5: Racial/Ethnic Dissimilarity Trends

Racial/Ethnic Dissimilarity Index	Monterey County		
	1990	2000	2010
Non-White/White	33.03	21.21	25.93
Black/White	56.18	34.46	28.90
Hispanic/White	26.92	30.33	35.36
Asian or Pacific Islander/White	17.34	14.87	17.05
			2010
Non-White/White	39.62	37.11	37.27
Black/White	25.61	31.72	27.98
Hispanic/White	45.86	41.93	40.06
Asian or Pacific Islander/White	20.79	27.25	30.58
			2010
Non-White/White	21.42	31.89	30.69
Black/White	21.66	42.87	38.60
Hispanic/White	24.78	36.44	37.94
Asian or Pacific Islander/White	30.97	31.20	21.06
			2010
Non-White/White	45.11	51.41	54.85
Black/White	57.83	53.81	51.63
Hispanic/White	56.64	58.69	60.91
Asian or Pacific Islander/White	35.26	38.29	37.28

Sources: Affirmatively Furthering Fair Housing Tool (AFFHT) Data Table 3; Decennial Census

Figure 1: Minority Concentrations



Linguistic Isolation

According to 2012-2016 ACS² estimates, about 30 percent of Monterey County residents were foreign-born. Compared to the County, Salinas (38 percent) and Seaside (30 percent) had similar proportions of foreign-born residents; however Monterey (17 percent) had a much lower proportion than in the region. In the Urban County, approximately 14 percent of Del Rey Oaks, 42 percent of Greenfield residents, 34 percent of Gonzales residents, and 13 percent of Sand City residents were foreign born.

A linguistically isolated household can be described as a household whose members have at least some difficulty speaking English. The ACS provides information on households with persons five years and over who speak English “less than very well.” In Monterey County, 29 percent of the population could be considered linguistically isolated. Spanish was the language most commonly spoken by residents who spoke English “less than very well.” Compared to the County, in Salinas higher proportions (39 percent) of foreign born residents were linguistically isolated, while in Monterey less than eight percent spoke English “less than very well.” Seaside had similar proportions to the County of linguistically isolated (25 percent).

Between 2012 and 2016, in Salinas about 39 percent of all households had members who spoke English “less than very well.” Reflective of the demographics in Salinas, 70 percent of all residents spoke languages other than English at home. Specifically, over half of these households spoke English “less than very well” (55 percent). Linguistic isolation is slightly more severe among Hispanic than among Asian households. In homes that primarily spoke “Spanish,” 56 percent of households spoke English “less than very well.” In comparison, in homes that primarily spoke Asian languages, 46 percent of households that spoke English “less than very well.”

In the Urban County, about five percent of Del Rey Oaks residents spoke English “less than very well.” Approximately 50 percent of Greenfield residents spoke English “less than very well” and can be considered linguistically isolated. In Gonzales, the proportion is lower at an estimated 38 percent of the population. Only 16 percent of the population in Sand City was considered linguistically isolated.

Language barriers may prevent residents from accessing services, information, and housing, and may also affect educational attainment and employment. Executive Order 13166 (“Improving Access to Services by Persons with Limited English Proficiency”) was issued in August 2000, which requires federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to Limited English Proficiency (LEP), cannot fully and equally participate in or benefit from those programs and activities. This requirement passes down to grantees of federal funds as well. Therefore, the Collaborating Entities are responsible for ensuring compliance with this regulation.

² The 2010 Census contains only limited data about the population. The Census has instituted a new method of providing updates to socioeconomic data regarding the population using the American Community Survey (ACS). ACS is a limited sample of the population but is conducted more frequently than the Census. Sample data are averaged over a period of time. Also, different variables are surveyed at different frequency schedules depending on the size of the community, resulting in multiple sets of ACS data.

B. Household Profile

The household profile, which outlines household characteristics of the Collaborating Entities, aids in understanding housing needs. Households with different characteristics have unique housing needs and may face different impediments in the housing market. Various household characteristics may affect equal access to housing, including household type, size, and income level. A household, as defined by the U.S. Census Bureau, includes all the persons who occupy a housing unit, which may include a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. This section details the various household characteristics that may affect equal access to housing.

A. Household Composition and Size

Different household types generally have different housing needs. Seniors or young adults typically comprise a majority of single-person households and tend to reside in apartment units, condominiums or smaller single-family homes. Families, meanwhile, often prefer single-family homes. Household size can be an indicator of changes in population or use of housing. An increase in household size can indicate a greater number of large families or a trend toward overcrowded housing units. A decrease in household size, on the other hand, may reflect a greater number of elderly or single-person households or a decrease in family size. Household composition and size are often two interrelated factors. Communities that have a large proportion of families with children tend to have a larger average household size. Such communities have a greater need for larger units with adequate open space and recreational opportunities for children.

According to the 2010 Census, in Monterey County about 72 percent of households were family households – and similar proportions were reported in Salinas (78 percent) and Seaside (73 percent). However, Monterey had a significantly lower percentage of family households (49 percent).

Similar to the County as a whole, a majority of the households in the Urban County (76 percent) were family households (Table 7), although the proportion of family households varies widely among the four participating cities – Del Rey Oaks (63 percent), Gonzales (89 percent), Greenfield (90 percent), and Sand City (46 percent).

Families with children often face housing discrimination by landlords who fear that children will cause property damage, or the landlords have cultural biases against children of opposite sex sharing a bedroom. Certain Collaborating Entities had a higher than average proportion of family households with children and are, therefore, more vulnerable to this type of discrimination. The proportion of families with dependent children was highest in Greenfield and Gonzales, and the CDPs of Chualar, Pajaro, Castroville, San Lucas, and Las Lomas (Table 7).

The 2010 Census also documented household size by the race/ethnicity of the householder. In 2010, household size in Monterey County varied from 2.73 for White households to 4.38 persons for Hispanic households. As Greenfield, Gonzales, Salinas, and some unincorporated communities had a high concentration of Hispanic households, it is likely that Hispanic households in these cities are disproportionately impacted by overcrowding, given the larger average households size.

Table 6: Household Growth by Subarea (2000-2010)

Area	2000	2010	Percent Change
Monterey	12,600	12,184	-3.3%
Salinas	38,298	40,387	5.5%
Seaside	9,833	10,093	2.6%
Urban County			
Unincorporated Monterey County			
Aromas	884	889	0.6%
Boronda	309	394	27.5%
Bradley	40	37	-7.5%
Carmel Valley Village	1,963	1,895	-3.5%
Castroville	1,434	1,470	2.5%
Chualar	279	245	-12.2%
Del Monte Forest	2,092	1,925	-8.0%
Elkhorn	523	532	1.7%
Las Lomas	584	598	2.4%
Lockwood	--	163	--
Moss Landing	125	100	-20.0%
Pajaro	634	621	-2.1%
Pine Canyon	--	554	--
Prunedale	5,440	5,703	4.8%
San Ardo	157	140	-10.8%
San Lucas	90	67	-25.6%
Spreckels ¹	171	229	33.9%
Balance of Unincorporated County	19,104	18,893	-1.1%
Total Unincorporated County	33,829	34,455	1.9%
Cities			
Del Rey Oaks	704	701	-0.4%
Gonzales	1,695	1,906	12.4%
Greenfield	2,643	3,460	30.9%
Sand City	80	128	60.0%
Total			
Urban County	38,951	40,650	4.4%
Monterey County	121,236	125,946	3.9%

Note 1: The growth in Spreckels is tied to a one-time event that probably will not be repeated – the Spreckels subdivision that relied on a subdivision map that was approved prior to the Map Act.

Source: Bureau of the Census, 2000-2010.

Table 7: Household Type and Size (2010)

Area	Average Household Size	Percent of Households with Elderly	Percent Families	Average Family Size	Percent of Families with Children	Percent of Female-Headed Households w/ Children
Monterey	2.08	25.5%	48.9%	2.81	18.8%	3.3%
Salinas	3.66	20.4%	78.0%	4.05	46.0%	10.1%
Seaside	3.16	21.6%	73.1%	3.57	38.5%	7.1%
Urban County						
Unincorporated Monterey County						
Aromas	3.00	22.6%	78.7%	3.36	32.0%	4.8%
Boronda	4.34	21.6%	86.3%	4.52	50.0%	11.2%
Bradley	2.51	21.6%	73.0%	2.85	29.7%	5.4%
Carmel Valley Village	2.32	35.9%	64.5%	2.77	21.8%	3.5%
Castroville	4.40	20.1%	88.4%	4.44	52.7%	10.1%
Chualar	4.86	20.0%	94.3%	4.79	61.6%	11.4%
Del Monte Forest	2.17	56.2%	70.2%	2.53	14.5%	1.4%
Elkhorn	2.94	25.2%	77.8%	3.21	30.6%	3.9%
Las Lomas	5.06	24.1%	88.8%	5.13	51.7%	3.7%
Lockwood	2.33	22.1%	55.8%	3.16	24.5%	6.1%
Moss Landing	2.04	23.0%	51.0%	2.76	19.0%	4.0%
Pajaro	4.80	15.8%	88.9%	4.82	61.2%	7.6%
Pine Canyon	3.28	24.0%	83.6%	3.58	40.4%	6.9%
Prunedale	3.08	26.4%	77.9%	3.45	31.6%	4.2%
San Ardo	3.69	22.9%	79.3%	4.13	46.4%	7.1%
San Lucas	4.01	14.9%	85.1%	4.23	52.2%	4.5%
Spreckels	2.94	25.8%	75.5%	3.38	34.5%	5.7%
Balance of Unincorporated County	N/A	38.7%	69.9%	N/A	26.4%	3.6%
Total Unincorporated County	N/A	33.7%	72.1%	N/A	29.1%	4.1%
Cities						
Del Rey Oaks	2.32	32.8%	63.2%	2.86	21.1%	2.4%
Gonzales	4.29	18.6%	89.4%	4.45	56.4%	9.6%
Greenfield	4.71	16.9%	89.6%	4.72	59.2%	9.6%
Sand City	2.27	5.5%	46.1%	2.98	25.8%	7.8%
Total						
Urban County	N/A	32.0%	75.5%	N/A	33.4%	4.9%
Monterey County	3.15	25.6%	71.8%	3.66	36.5%	7.0%

Note: The 2012-2016 American Community Survey does not provide details pertaining to households throughout the County such as average household size, average family size, or percent of families with elderly.

Source: Bureau of the Census, 2010.

C. Special Needs Population

Certain households, because of their special characteristics and needs, may require special accommodations and may have difficulty finding housing due to special needs. Special needs groups include seniors, persons with disabilities, persons with HIV/AIDS, families with children, single-parent households, large households, homeless persons and persons at-risk of homelessness, and farm workers.

1. Seniors

Seniors (persons age 65 and above) are gradually becoming a more substantial segment of a community's population. Americans are living longer and having fuller lives than ever before in our history and are expected to continue to do so. Elderly households are vulnerable to housing problems and housing discrimination due to limited income, prevalence of physical or mental disabilities, limited mobility, and high health care costs. The elderly, particularly those with disabilities, may face increased difficulty in finding housing accommodations and may become victims of housing discrimination or fraud.

Nearly eight percent of all residents in both Salinas and in Seaside were ages 65 and over, while in Monterey almost 16 percent were ages 65 and over. In the Urban County, about 14 percent of all residents were of the same age group, and specifically representing 19 percent of all residents in Del Rey Oaks, six percent in Gonzales, five percent in Greenfield, and only three percent in Sand City (Table 3). The proportion of senior residents in the Urban County (14 percent) was higher than that of the County as a whole (11 percent).

The 2010 Census data estimated that 31 percent of households in the Urban County had at least one individual who was 65 years of age or older. Countywide, about 26 percent of households had at least one senior member. Certain unincorporated communities in the Urban County had a higher than average proportion of households with seniors, including Del Monte Forest (56 percent) and Carmel Valley Village (36 percent). In comparison, Salinas, Seaside, and Monterey had lower percentages of households with senior members (between 20 and 26 percent).

Nearly half of all elderly households had lower and moderate income in Salinas (47 percent) and Monterey (43 percent), and an only slightly lower percentage in Seaside (39 percent). In Del Rey Oaks about 40 percent of senior households were of low and moderate income. While in Greenfield, Gonzales, and Sand City, each had close to two-thirds of their senior households of low and moderate income (Table 8). Countywide 40 percent of senior households experienced housing problems, but Gonzales and Sand City had the highest percentage of housing problems among seniors.

Table 8: Senior Profile (2012-2016)

Area	% of Population ¹	With a Disability ²	% of Senior Households with Low/Moderate Income ³	% of Senior Households with Housing Problems ³
Monterey	15.5%	31.4%	36.6%	43.3%
Salinas	7.5%	37.7%	58.1%	46.6%
Seaside	8.6%	41.5%	49.0%	38.7%
Urban County				
Unincorporated Areas				
Aromas	10.5%	27.9%	3.0%	51.5%
Boronda	6.9%	74.1%	29.4%	58.8%
Bradley	9.7%	57.1%	60.0%	40.0%
Carmel Valley Village	20.6%	29.9%	23.5%	48.3%
Castroville	6.4%	29.9%	78.6%	55.2%
Chualar	5.0%	11.7%	75.0%	12.5%
Del Monte Forest	34.6%	26.6%	21.6%	34.3%
Elkhorn	11.8%	22.1%	43.5%	47.8%
Las Lomas	6.4%	50.0%	70.4%	0.0%
Lockwood	12.4%	28.1%	31.8%	34.1%
Moss Landing	12.7%	0.0%	100.0%	50.0%
Pajaro	4.2%	80.4%	100.0%	48.3%
Pine Canyon	9.9%	40.4%	36.3%	11.3%
Prunedale	11.7%	29.9%	34.2%	27.2%
San Ardo	8.5%	6.3%	63.9%	41.0%
San Lucas	4.5%	28.9%	50.0%	0.0%
Spreckels	11.3%	54.9%	12.7%	12.7%
Total Unincorporated County	15.6%	29.5%	31.2%	34.9%
Cities				
Del Rey Oaks	19.0%	25.3%	41.6%	33.7%
Gonzales	6.0%	33.3%	66.4%	62.2%
Greenfield	4.7%	34.9%	68.7%	38.2%
Sand City	2.7%	28.0%	64.7%	76.5%
Total				
Urban County	13.8%	29.8%	35.9%	36.6%
Monterey County	10.7%	34.0%	40.2%	39.3%

Note: The American Community Survey (ACS) provides data on different variables for communities of different sizes at different frequency schedules.

Sources:

1. Bureau of the Census, 2010.
2. American Community Survey, 2012-2016.
3. HUD Comprehensive Housing Affordability Strategy (CHAS), based on 2010-2014 ACS.

2. Persons with Disabilities

The Americans with Disabilities Act (ADA) defines a disability as a “physical or mental impairment that substantially limits one or more major life activities.” Fair housing choice for persons with disabilities can be compromised based on the nature of their disability. Persons with physical disabilities may face discrimination in the housing market because of the use of wheelchairs, need for home modifications to improve accessibility, or other forms of assistance. Landlords/owners sometimes fear that a unit may sustain wheelchair damage or may refuse to exempt disabled tenants with service/guide animals from a no-pet policy. A major barrier to housing for people with mental disabilities is opposition based on the stigma of mental disability. Landlords often refuse to rent to tenants with a history of mental illness. Neighbors may object when a house becomes a group home for persons with mental disabilities. While housing discrimination is not covered by the ADA, the Fair Housing Act prohibits housing discrimination against persons with disabilities, including persons with HIV/AIDS.

According to the 2012-2016 ACS, nine percent of the Monterey County population had one or more disabilities (Table 9), compared to about eight percent of the population in the Urban County, and similar proportions in Salinas (eight percent), Seaside (10 percent), and Monterey (10 percent).

Special housing needs for persons with disabilities fall into two general categories: physical design to address mobility impairments and in-home social, educational, and medical support to address developmental and mental impairments. Among persons living with disabilities within the County, ambulatory disabilities were most prevalent (51 percent), followed by independent living disabilities (38 percent), and cognitive difficulties (37 percent) – generally similar to proportions of specific disabilities in the Urban County, and Monterey, Salinas, and Seaside (Table 9).

According to the California Department of Social Services, Community Care Licensing Division, the majority of the County’s adult residential care facilities for adults and elderly are located in Salinas (25 adult residential facilities and 21 elderly residential facilities). Additionally, there are five adult day care centers and one social rehabilitation facility in Salinas. In Seaside, there are two residential care facilities for the elderly and one adult residential facility. In Monterey, there are eight residential care facilities for the elderly and one social rehabilitation facility.

Within the Urban County, the supportive housing opportunities are more limited. There are one adult residential facility and two residential care facilities for the elderly. The adult residential facility (located in Greenfield) has the capacity to serve 40 persons, and the residential care facilities for the elderly (located in Carmel Valley and Castroville) have the capacity to serve six persons each.

From a housing perspective, there are several different housing needs of disabled persons. For those disabled with a developmental or mental disability, one of the most significant problems is securing affordable housing that meets their specialized needs. Housing needs can range from institutional care facilities to facilities that support partial or full independence (such as group care homes). Supportive services such as daily living skills and employment assistance need to be integrated into the housing situation also. The disabled person with a mobility limitation requires housing that is physically accessible.

Table 9: Persons with Disabilities Profile (2012-2016)

Area	% of Population	Hearing Disability	Vision Disability	Cognitive Disability	Ambulatory Disability	Self-Care Disability	Independent Living Disability
Monterey	10.4%	33.7%	18.4%	41.0%	55.4%	26.3%	40.4%
Salinas	7.7%	24.0%	17.7%	38.2%	52.6%	24.4%	35.3%
Seaside	9.9%	26.2%	13.8%	38.0%	53.0%	21.3%	35.3%
Urban County							
Unincorporated Areas							
Aromas	6.9%	35.1%	23.6%	31.6%	56.3%	10.9%	33.3%
Boronda	12.7%	47.7%	47.2%	14.2%	27.8%	0.0%	33.0%
Bradley	18.7%	8.0%	0.0%	20.0%	64.0%	44.0%	48.0%
Carmel	9.6%	49.3%	14.9%	33.9%	33.2%	35.1%	40.2%
Castroville	8.9%	21.5%	29.5%	42.9%	39.7%	14.6%	28.8%
Chualar	3.1%	26.3%	39.5%	15.8%	42.1%	21.1%	0.0%
Del Monte Forest	13.5%	56.5%	40.6%	49.0%	46.1%	40.8%	45.3%
Elkhorn	10.5%	38.3%	6.1%	44.3%	57.4%	32.2%	55.7%
Las Lomas	4.2%	26.0%	22.8%	33.9%	66.9%	42.5%	49.6%
Lockwood	7.0%	22.6%	9.7%	45.2%	80.6%	32.3%	45.2%
Moss Landing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Pajaro	7.2%	35.7%	42.9%	52.4%	48.4%	27.8%	29.0%
Pine Canyon	22.3%	27.3%	32.8%	40.1%	71.7%	32.1%	28.8%
Prunedale	9.7%	37.2%	18.3%	34.9%	48.1%	19.4%	36.3%
San Ardo	2.4%	45.0%	15.0%	15.0%	55.0%	0.0%	15.0%
San Lucas	12.7%	26.1%	26.1%	26.1%	34.8%	19.6%	47.8%
Spreckels	10.7%	10.0%	0.0%	30.0%	55.0%	11.3%	36.3%
Balance of Unincorporated County	64.6%	6.9%	2.6%	5.7%	7.7%	3.8%	6.5%
Total Unincorporated County	36.6%	10.9%	5.6%	10.0%	13.0%	6.5%	10.4%
Cities							
Del Rey Oaks	11.0%	31.5%	10.9%	37.0%	53.8%	11.4%	27.7%
Gonzales	5.0%	20.4%	37.2%	22.3%	38.6%	32.4%	31.4%
Greenfield	6.6%	20.8%	18.1%	26.7%	58.9%	25.5%	32.1%
Sand City	10.0%	27.6%	6.9%	41.4%	31.0%	17.2%	34.5%
Total							
Urban County	7.7%	37.5%	20.9%	35.4%	48.7%	24.1%	37.5%
Monterey County	9.2%	30.3%	19.0%	37.4%	50.9%	23.9%	37.7%

Source: American Community Survey, 2012-2016.

3. Persons with HIV/AIDS

The **Fair Housing Amendments Act of 1988**, which is primarily enforced by HUD, prohibits housing discrimination against persons with disabilities, including persons with HIV/AIDS. According to the Monterey County Health Department Public Health Bureau, Communicable Disease Unit, approximately 738 persons with HIV/AIDS resided in and/or received services in Monterey County (as of September 30, 2017), approximately 0.2 percent of the countywide population.

As indicated in Table 10, the majority of People Living with HIV/AIDS (PLWH/A) within Monterey County reside in the geographic regions of Monterey Peninsula/Big Sur (265 PLWH/A) and the Salinas Urban Area (215 PLWH/A). Around 83 percent of reported HIV and AIDS cases in Monterey County affected men.³ Of the total HIV/AIDS population in the County, 32 percent were White, 12 percent were Black, 49 percent were Hispanic (all races), and the remaining seven percent were Asian/Pacific Islander, American Indian/Alaskan Native, or Other/Multi-Race.

Table 10: Monterey County HIV/AIDS Statistics through 2017		
	Monterey County	Percentage
Geographic Region HIV/AIDS		
Monterey Peninsula/Big Sur	309	42%
North County	61	8%
Salinas Urban Area	275	37%
South County	93	13%
Total Persons living HIV/AIDS ¹	738	100%
Gender HIV/AIDS²		
Female	117	16%
Male	614	83%
Transgender	7	1%
Race/Ethnicity HIV/AIDS²		
African American, Not Hispanic	85	12%
Asian & Pacific Islander, Not Hispanic	29	4%
Hispanic, Any Race	360	49%
Multi-racial & Other, Not Hispanic	9	1%
Unknown	17	2%
White, Not Hispanic	238	32%

Notes

1. Estimate represents PLWH/A residing in and/or receiving services in Monterey County.
2. Gender and Race/Ethnicity estimates are based on a limited sample size and do not reflect the total Monterey County HIV/AIDS Population.

Sources:

1. Monterey County Health Department Communicable Disease Unit, data are current as of September 30, 2017.
2. State of California, Department of Finance, Race/Ethnic Population with Age and Sex Detail, 2000-2050, Sacramento, CA, July 2007.

³ Gender and Race/Ethnicity estimates are based on a limited sample size and do not reflect the total Monterey County HIV/AIDS population.

4. Families with Children

Families with children often face housing discrimination by landlords who fear that children will cause property damage. Some landlords may also have cultural biases against children of opposite sex sharing a bedroom. Differential treatments such as limiting the number of children in a complex or confining children to a specific location are also fair housing concerns.

Overall, in the County 37 percent of all households were households with children, and 19 percent of these were female-headed households. In Salinas, nearly half of all households were households with children – compared to 39 percent in Seaside, and a much lower proportion in Monterey (19 percent). In Salinas only a slightly higher proportion of family households with children were headed by female householders (22 percent), compared to Seaside (19 percent) and Monterey (18 percent). In the Urban County, the proportion of families with dependent children was highest in Greenfield and Gonzales and the CDPs of Chualar, Pajaro, Castroville, San Lucas and Las Lomas (see Table 11). These communities may be more vulnerable to familial discrimination in the housing market because of their higher than average proportion of families with children. Specifically as part of the Urban County, Sand City and the CDPs of Boronda, Lockwood, and Moss Landing have the highest proportions of female-headed families with children.

Table 11: Families with Children (2010)

Jurisdiction	Total Households	All Families with Children		Female Headed Households with Children	
		Number	% of Total Households	Number	% of all Families with Children
Monterey	12,184	5,963	18.8%	403	17.6%
Salinas	40,387	18,588	46.0%	4,066	21.9%
Seaside	10,093	3,884	38.5%	720	18.5%
Urban County					
Unincorporated Monterey County					
Aromas	884	283	32.0%	42	14.8%
Boronda	394	197	50.0%	44	22.3%
Bradley	37	11	29.7%	2	18.2%
Carmel Valley Village	1,895	414	21.8%	66	15.9%
Castroville	1,470	775	52.7%	149	19.2%
Chualar	245	151	61.6%	28	18.5%
Del Monte Forest	1,925	280	14.5%	27	9.6%
Elkhorn	532	163	30.6%	21	12.9%
Las Lomas	598	309	51.7%	22	7.1%
Lockwood	163	40	24.5%	10	25.0%
Moss Landing	100	19	19.0%	4	21.1%
Pajaro	621	380	61.2%	47	12.4%
Pine Canyon	554	224	40.4%	38	17.0%
Prunedale	5,703	1,801	31.6%	238	13.2%
San Ardo	140	65	46.4%	10	15.4%
San Lucas	67	35	52.2%	3	8.6%
Spreckels	229	79	34.5%	13	16.5%
Balance of Unincorporated County	18,952	5,496	29.0%	667	12.1%
Total Unincorporated County	34,509	10,722	31.1%	1,431	13.3%
Cities					
Del Rey Oaks	701	148	21.1%	17	11.5%
Gonzales	1,906	1,075	56.4%	183	17.0%
Greenfield	3,460	2,049	59.2%	333	16.3%
Sand City	128	33	25.8%	10	30.3%
Total					
Urban County	40,704	14,027	34.5%	1,974	14.1%
Monterey County	125,946	45,912	36.5%	8,786	19.1%

Source: Bureau of the Census, 2010.

5. Single-Parent Households

In 2010, Salinas had approximately 5,885 single-parent households while Seaside had 1,072 single-parent households, and Monterey had 560. Of the single-parent households in Salinas, 69 percent were headed by women (approximately 22 percent of all family households with children in the City) and 31 percent were headed by males. Similarly, in Seaside, 67 percent of single-parent households were headed by women (approximately 19 percent of all family households with children in the City), and 33 percent were headed by males. In Monterey, a slightly higher proportion of single-parent households are headed by women (72 percent), comprising 18 percent of City households). Within the Urban County, single-parent female-headed households with children represented approximately 65 percent of single-parent households and 14 percent of all families with children. In the overall Monterey County, 69 percent of single-parent households were headed by women (approximately 19 percent of all family households with children in the County).

Female single-parent family households are disproportionately affected by poverty. According to the 2012-2016 ACS, about 46 percent of female single-parent family households in Salinas lived below the poverty level (compared to less than 16 percent of all family households in the City). In Seaside, 39 percent of female single-parent family households lived below the poverty level (compared to only 11 percent of all family households in the City). While in Monterey, only nine percent of female single-parent family households lived below the poverty level (compared to only three percent of all family households in the City). In Monterey County as a whole, about 40 percent of female single-parent family households lived in poverty; by comparison, 12 percent of all family households in the County lived below the poverty level.

6. Large Households

Large households are defined as those with five or more members. These households are usually families with two or more children or families with extended family members such as in-laws or grandparents. It can also include multiple families living in one housing unit in order to save on housing costs. Large households often face discrimination in the housing market, particularly for rental housing. Property owners and managers may be concerned with the potential increase in wear and tear and liability issues related to large households, especially those with children.

Overall, in Monterey County, 21 percent of all households were large households. As indicated in Table 12, in 2010, approximately 30 percent of all households in Salinas had five or more members; specifically 28 percent of owner-households and 33 percent of renter-households in Salinas were large households. In Seaside, about 21 percent of households were made up of five or more household members – 28 percent of owner- and 33 percent of renter-households were large households. The proportion of large households in Monterey was significantly less (five percent overall). About four percent of owner-households and five percent of renter-households in Monterey were considered large.

In the Urban County, only about 20 percent of all households were comprised of five or more members. Specifically within the unincorporated areas of the County, large households represented 16 percent of all households. The proportion of large households was highest in the CDPs of Chualar (53 percent), Las Lomas (52 percent), and Pajaro (50 percent), indicating these CDPs may be the most vulnerable to housing discrimination based on family size. Similarly, in Gonzales (42 percent) and Greenfield (47 percent) nearly half of their households had five or more members.

The 2012-2016 ACS indicates that large households represented about 19 percent of the countywide households, a slight decrease from the 2010 Census. Detailed data for small cities and CPDs are not available in the ACS on this topic.

Table 12: Large Households (2010)

Jurisdiction	Total Large Households		Large Owner Households		Large Renter Households	
	#	% of Total Households	#	% of Owner Households	#	% of Renter Households
Monterey	587	4.8%	187	4.3%	400	5.1%
Salinas	12,293	30.4%	5,068	27.8%	7,225	32.6%
Seaside	2,094	20.7%	660	15.8%	1,434	24.3%
Urban County						
Unincorporated Monterey County						
Aromas	137	15.6%	99	14.6%	38	18.9%
Boronda	163	41.4%	74	40.4%	89	42.2%
Bradley	1	2.7%	0	0.0%	1	4.8%
Carmel Valley Village	126	6.6%	91	6.9%	35	6.2%
Castroville	641	43.6%	249	41.4%	392	45.1%
Chualar	129	52.7%	59	52.7%	70	52.6%
Del Monte Forest	78	4.1%	53	3.3%	25	7.7%
Elkhorn	82	15.4%	51	13.4%	31	20.4%
Las Lomas	311	52.0%	194	52.7%	117	50.9%
Lockwood	17	10.4%	8	8.2%	9	13.6%
Moss Landing	5	5.0%	2	3.6%	3	6.7%
Pajaro	313	50.4%	59	41.8%	254	52.9%
Pine Canyon	122	22.0%	86	19.2%	36	34.3%
Prunedale	1,076	18.9%	758	17.4%	318	23.5%
San Ardo	46	32.9%	8	17.0%	38	40.9%
San Lucas	22	32.8%	10	27.8%	12	38.7%
Spreckels	35	15.3%	22	13.8%	13	18.8%
Balance of Unincorporated County	2,167	11.5%	1,137	9.1%	1,030	16.1%
Total Unincorporated County	5,471	15.9%	2,960	12.8%	2,511	22.1%
Cities						
Del Rey Oaks	42	6.0%	30	5.8%	12	6.5%
Gonzales	794	41.7%	381	37.4%	413	46.6%
Greenfield	1,618	46.8%	761	41.6%	857	52.5%
Sand City	11	8.6%	2	11.1%	9	8.2%
Total						
Urban County	7,936	19.5%	4,134	15.6%	3,802	26.9%
Monterey County	26,956	21.4%	11,832	18.5%	15,124	24.4%

Source: Bureau of the Census, 2010.

7. Homeless Persons

HUD defines homelessness in the following categories:

- **Category 1 (Literally Homeless):** Individual or family who lacks a fixed, regular, and adequate nighttime residence.
- **Category 2 (Imminent Risk of Homelessness):** Individual or family who will imminently lose their primary nighttime residence.
- **Category 3 (Homeless under Other Federal Assistance):** Unaccompanied youth under 25 years of age, or families with Category 3 children and youth, who do not otherwise qualify as homeless under this definition.
- **Category 4 (Fleeing/Attempting to Flee Domestic Violence):** Any individual or family who is fleeing, or is attempting to flee, domestic violence; has no other residence; and lacks the resources or support networks to obtain other permanent housing.

According to the 2017 Monterey County Point-in-Time Homeless Census and Survey, in the overall County an estimated 2,837 homeless persons were identified (a 23-percent increase since 2015, see Table 13). In Salinas 1,361 homeless persons were counted, comprising approximately 48 percent of homeless in the County and of which 81 percent were unsheltered. Since 2015, Salinas has noted a nearly 60-percent increase in their homeless population. In Monterey, 338 homeless persons were identified (no increase since 2015), of which a large majority were unsheltered (86 percent). While in Seaside, 98 homeless persons were identified, a significant 62-percent decrease since the 2015 homeless count. In Seaside a smaller proportion of homeless were unsheltered (41 percent).

Of the available data collected in the County's unincorporated areas, 421 homeless persons were identified. Based on the 2017 estimates, a total of 569 homeless were identified in the Urban County (an increase of almost ten percent from 2015), all of which were identified as unsheltered. The homeless persons in the Urban County represented approximately 20 percent of the identified homeless within the County.

Table 13: Total Homeless Census Population by Jurisdiction and Family Status (2017)

Jurisdiction	Unsheltered		Sheltered		Total		2015-2017 % Change
	2015	2017	2015	2017	2015	2017	
Monterey	306	292	31	46	337	338	0%
Salinas	634	1,097	233	264	867	1,361	57%
Seaside	152	40	107	58	259	98	-62%
Urban County							
Unincorporated Monterey County							
Pajaro	144	14	77	0	221	14	-94%
Prunedale	8	16	0	0	8	16	-
Other Unincorporated County	178	391	0	0	178	391	119%
Total Unincorporated County	330	421	77	0	407	421	3%
Cities							
Del Rey Oaks	55	111	0	0	55	111	102%
Gonzales	0	0	0	0	0	0	--
Greenfield	2	6	0	0	2	6	--
Sand City	55	31	0	0	55	31	-44%
Total							
Urban County	442	569	77	0	519	569	9.6%
Total Monterey County	1,630	2,113	678	724	2,308	2,837	23%

Note: The survey does not provide estimates for the following CDPs: Aromas, Boronda, Bradley, Carmel Valley Village, Castroville, Chualar, Del Monte Forest, Elkhorn, Las Lomas, Lockwood, Moss Landing, Pine Canyon, Prunedale, San Ardo, San Lucas, and Spreckels. Percent Change was not calculated when jurisdiction was below 50 individuals.

Source: Monterey County Homeless Census and Survey Comprehensive Report, 2017.

8. Farmworkers

Agriculture contributes millions of dollars to the local economy and provides jobs to people throughout the Monterey Bay region. As traditionally defined, farm workers are persons whose primary incomes are earned through permanent or seasonal agricultural labor. Permanent farm workers tend to work in fields or processing plants. During harvest periods when workloads increase, the need to supplement the permanent labor force is satisfied with seasonal workers. Often these seasonal workers are migrant workers, defined by the inability to return to their primary residence at the end of the workday. The agricultural workforce in Monterey County does many jobs, including weeding, thinning, planting, pruning, irrigation, tractor work, pesticide applications, harvesting, transportation to the cooler or market, and a variety of jobs at packing and processing facilities. It is therefore difficult to estimate the number of farmworkers residing in the County.

According to the 2012-2016 ACS, about a quarter of the Salinas workforce population are employed in agriculture, forestry, fishing and hunting, and mining – compared to only about one percent of the workforce population in Monterey and Seaside. In the Urban County, about 19 percent of the workforce population was employed in farmworker occupations. Wine cultivation is a key industry in Gonzales. Civilians 16 years and over employed in agriculture, forestry, fishing and hunting, and mining represent a significant portion of the workforce in Greenfield (40 percent) and Gonzales (32 percent) (Table 14). In the unincorporated County, farmworkers represented approximately 15 percent of the employed population. Specifically the CDPs of Pajaro (49 percent) and San Ardo (45

percent) have significant concentrations of persons employed in farmworker occupations. In the County's overall workforce, about 18 percent were employed in farmworker occupations.

Housing needs of farmworkers vary depending on whether they are engaged in year-round farming operations or seasonal operations. Those who work year-round often are residents of the County and their housing needs may be more similar to other lower income households engaged in different occupations/industries. Migrant farmworkers on the other hand, typically only come to County during harvesting seasons and do not have families in toll.

Recognizing the importance of providing adequate housing for the region's farmworkers, the City of Salinas led a Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley. The Study establishes the following the goal to make available 5,300 permanent, affordable farmworker housing units over the next five years to stabilize the agriculture workforce in the Salinas and Pajaro Valley Region. Specific objectives include:

- Promote alternative farmworker housing tenure and development prototypes that have worked in Monterey Bay Region, California, and other parts of the nation.
- Collaborate among jurisdictions to identify appropriate locations for farmworker housing within cities and unincorporated counties to facilitate development of farmworker housing.
- Proactively pursue and leverage governmental and non-governmental funds to increase the inventory of farmworker housing.
- Capitalize on existing regional and local housing trust funds and create new local funding sources for the construction, rehabilitation, acquisition, and operation of farmworker housing.
- Change regulations to remove barriers, streamline processing, and reduce costs for the development of farmworker housing.

Table 14: Farmworkers (2012-2016)

Jurisdiction	# of Farmworkers	% of Total Population
Monterey	154	1.2%
Salinas	17,246	25.7%
Seaside	211	1.4%
Urban County		
Unincorporated Monterey County		
Aromas	154	12.9%
Boronda	57	14.5%
Bradley	6	12.0%
Carmel Valley Village	69	3.1%
Castroville	1,011	34.0%
Chualar	166	32.5%
Del Monte Forest	24	1.6%
Elkhorn	58	8.6%
Las Lomas	343	23.8%
Lockwood	0	0.0%
Moss Landing	0	0.0%
Pajaro	638	48.6%
Pine Canyon	92	11.6%
Prunedale	1,232	13.3%
San Ardo	110	44.9%
San Lucas	22	19.1%
Spreckels	19	5.5%
Balance of Unincorporated County	2,902	13.1%
Total Unincorporated County	6,903	15.2%
Cities		
Del Rey Oaks	0	0.0%
Gonzales	1,022	32.2%
Greenfield	2,456	39.8%
Sand City	0	0.0%
Total		
Urban County	10,381	18.6%
Monterey County	32,414	17.9%

Source: American Community Survey, 2012-2016.

D. Income Profile

Household income is the most important factor determining a household's ability to balance housing costs with other basic life necessities. Households with lower incomes are limited in their ability to balance housing costs with other needs and often the ability to find housing of adequate size. While economic factors that affect a household's housing choice are not a fair housing issue per se, the relationships among household income, household type, race/ethnicity, and other factors often create misconceptions and biases that raise fair housing concerns.

HUD has established the following income categories based on the Area Median Income (AMI) for the Metropolitan Statistical Area (MSA):

- Extremely Low Income (0-30 percent of AMI)
- Low Income (31-50 percent of AMI)
- Moderate Income (51-80 percent of AMI)
- Middle/Upper Income (above 80 percent of AMI)

Collectively, extremely low and low incomes are referred to as "lower" income.

1. Median Household Income

According to the 2012-2016 American Community Survey (ACS), Monterey County households had a median income of \$60,889. Table 15 displays median household income throughout the County, as recorded by the 2000 Census and the 2012-2016 ACS. Overall, the median household income in Monterey was higher than in Salinas and Seaside and the County as a whole. These three cities and the County experienced increases in median income between 2000 and 2016, with Monterey's median income increasing the most dramatically (40 percent).

In the Urban County, Del Rey Oaks had a median income significantly higher than that of Monterey County, while Gonzales, Greenfield, and Sand City had median incomes significantly lower than that of the County. Similarly, throughout the County's unincorporated areas a number of CDPs recorded the lowest median incomes, including Boronda, Lockwood, and Pajaro. In contrast, the CDPs of Del Monte Forest, Elkhorn, and Carmel Valley Village had median household incomes that were significantly higher than the County as a whole.

Table 15: Median Household Income (2000-2016)			
Jurisdiction	Median Household Income		% Change
	2000	2012-2016	
Monterey	\$49,051	\$68,511	39.7%
Salinas	\$43,280	\$52,338	20.9%
Seaside	\$41,537	\$53,406	28.6%
Urban County			
Unincorporated Monterey County			
Aromas	\$75,622	\$84,609	11.9%
Boronda	\$47,500	\$33,712	-29.0%
Bradley	\$47,679	\$54,375	14.0%
Carmel Valley Village	\$70,507	\$90,813	28.8%
Castroville	\$40,254	\$50,949	26.6%
Chualar	\$42,589	\$54,306	27.5%
Del Monte Forest	\$97,721	\$105,208	7.7%
Elkhorn	\$70,694	\$103,750	46.8%
Las Lomas	\$49,833	\$66,693	33.8%
Lockwood	--	\$38,269	--
Moss Landing	\$67,237	--	--
Pajaro	\$37,772	\$39,205	3.8%
Pine Canyon	--	\$65,170	--
Prunedale	\$62,172	\$75,727	21.8%
San Ardo	\$27,321	\$43,281	58.4%
San Lucas	\$31,146	\$46,250	48.5%
Spreckels	\$55,357	\$89,250	61.2%
Balance of Unincorporated County	N/A	N/A	N/A
Total Unincorporated County	N/A	N/A	N/A
Cities			
Del Rey Oaks	\$59,423	\$86,806	46.1%
Gonzales	\$41,582	\$52,940	24.8%
Greenfield	\$37,602	\$46,506	27.2%
Sand City	\$34,375	\$45,000	26.8%
Total			
Monterey County	\$48,165	\$60,889	26.4%

Note: Median household income is a calculated field by the Census Bureau. Median Income data not available for the unincorporated County areas of Lockwood, Moss Landing, and Pine Canyon.

Sources:

1. Bureau of the Census, 2000.
2. American Community Survey (ACS), 2012-2016.

2. Income Distribution

HUD periodically receives "custom tabulations" of Census data from the U.S. Census Bureau that are largely not available through standard Census products. The most recent estimates are derived from the 2010-2014 ACS. These data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low and moderate income households. The CHAS cross-tabulates the Census data to reveal household income in a community in relation to the AMI. As defined by CHAS, housing problems include:

- Units with physical defects (lacking complete kitchen or bathroom);
- Overcrowded conditions (housing units with more than one person per room);
- Housing cost burden, including utilities, exceeding 30 percent of gross income; and
- Severe housing cost burden, including utilities, exceeding 50 percent of gross income.

According to the CHAS data in Table 16, approximately 23 percent of all Monterey County households were extremely low income (30 percent AMI) and low income (50 percent AMI). Another 17 percent were within the moderate income category (80 percent AMI), and 60 percent were within the middle/upper income category (greater than 80 percent AMI). In Monterey, Salinas, and Seaside, proportions of households by income category were similar to that in the County, with slightly higher proportions of extremely low and low income households in Salinas.

In the Urban County 21 percent of households were within the extremely low income and low income categories, 17 percent were within the moderate income category, and at 62 percent, the majority was within the middle/upper income category. Proportions of households by income category were similar in the County as a whole. Sand City (40.4 percent), Gonzales (30.4 percent), and Greenfield (37.4 percent) all had a larger proportion of households with extremely low/low incomes in comparison to the Urban County proportion, while in Del Rey Oaks, only nine percent of households had extremely low/low incomes.

3. Household Income by Household Type

Household income often varies by household type. Detailed information is not available for small cities and CPDs. Table 17 presents countywide information only. Small households had the highest proportion of extremely low income households, at 34 percent. Housing problems were most prevalent among large households, at 82 percent of renter-households and 62 percent of owner-households.

Table 16: Income Distribution (2010-2014)

Jurisdiction	Total Households	% Extremely Low Income	% Low Income	% Moderate Income	% Middle/Upper Income
Monterey	12,518	10.8%	8.2%	12.6%	68.4%
Salinas	40,460	12.7%	15.8%	21.6%	49.9%
Seaside	10,199	10.6%	13.9%	20.9%	54.6%
Urban County					
Unincorporated Monterey County					
Aromas	474	0.8%	0.0%	12.7%	86.5%
Boronda	383	20.9%	13.0%	23.5%	42.6%
Bradley	56	28.6%	14.3%	7.1%	50.0%
Carmel Valley Village	1,764	5.1%	2.3%	9.3%	83.3%
Castroville	1,419	15.0%	12.3%	26.5%	46.2%
Chualar	264	3.0%	4.6%	33.7%	58.7%
Del Monte Forest	1,839	4.6%	10.9%	6.3%	78.2%
Elkhorn	480	6.2%	14.6%	10.4%	68.8%
Las Lomas	594	6.5%	15.0%	20.9%	57.6%
Lockwood	153	9.8%	2.6%	9.2%	78.4%
Moss Landing	66	0.0%	37.9%	24.2%	37.9%
Pajaro	532	16.7%	37.6%	23.3%	22.4%
Pine Canyon	639	9.4%	6.3%	31.3%	53.0%
Prunedale	5,639	5.1%	9.1%	15.4%	70.4%
San Ardo	204	29.4%	13.7%	11.8%	45.1%
San Lucas	70	17.1%	17.1%	17.1%	48.7%
Spreckels	302	1.3%	0.0%	3.3%	95.4%
Total Unincorporated Monterey County	14,878	7.3%	9.9%	15.7%	67.1%
Cities					
Del Rey Oaks	643	4.4%	4.9%	12.8%	77.9%
Gonzales	1,955	16.6%	13.8%	22.5%	47.1%
Greenfield	3,542	10.4%	19.9%	21.7%	48.0%
Sand City	174	9.2%	28.2%	18.4%	44.2%
Total					
Urban County	21,192	8.6%	11.9%	17.3%	62.2%
Monterey County	125,100	10.8%	12.3%	17.6%	59.3%

Note: Data presented in this table is based on special tabulations from sample Census data. The number of households in each category usually deviates slightly from the 100% count due to the need to extrapolate sample data out to total households. Interpretations of this data should focus on the proportion of households in need of assistance rather than on precise numbers.

Source: HUD Comprehensive Housing Affordability Strategy (CHAS) Data, American Community Survey, 2010-2014 Estimates.

Table 17: Housing Problems (2010-2014) – Monterey County

Household by Type, Income, and Housing Problem	Renters				Owners				Total Households
	Elderly	Small Families	Large Families	Total Renters	Elderly	Small Families	Large Family	Total Owners	
Extremely Low Income (0-30% AMI)	1,910	3,805	1,665	10,155	1,680	840	380	3,365	13,520
# With Housing Problems	1,490	3,350	1,645	8,500	1,300	630	325	2,615	11,115
% With Housing Problems	78.0%	88.0%	98.8%	83.7%	77.4%	75.0%	85.5%	77.7%	82.2%
Low Income (31-50% AMI)	1,775	5,100	2,445	10,995	2,165	1,285	595	4,435	15,430
# With Housing Problems	1,465	4,770	2,235	10,015	1,175	925	575	2,990	13,005
% With Housing Problems	82.5%	93.5%	91.4%	91.1%	54.3%	72.0%	96.6%	67.4%	84.3%
Moderate Income (51-80% AMI)	1,405	6,445	3,715	13,705	3,290	2,665	1,820	8,330	22,035
# With Housing Problems	1,035	4,720	3,475	11,000	1,235	1,910	1,640	5,155	16,155
% With Housing Problems	73.7%	73.2%	93.5%	80.3%	37.5%	71.7%	90.1%	61.9%	73.3%
Middle/Upper Income (80%+ AMI)	3,355	13,110	4,230	28,165	14,860	20,390	6,465	45,950	74,115
# With Housing Problems	1,160	3,945	2,540	9,395	3,115	6,090	3,200	13,935	23,330
% With Housing Problems	34.6%	30.1%	60.0%	33.4%	21.0%	29.9%	49.5%	30.3%	31.5%
Total Households	8,445	28,460	12,055	63,020	21,995	25,180	9,260	62,080	125,100
# With Housing Problems	5,150	16,785	9,895	38,910	6,825	9,555	5,740	24,695	63,605
% With Housing Problems	61.0%	59.0%	82.1%	61.7%	31.0%	37.9%	62.0%	39.8%	50.8%

Note: Data presented in this table is based on special tabulations from sample Census data. The number of households in each category usually deviates slightly from the 100% count due to the need to extrapolate sample data out to total households. Interpretations of this data should focus on the proportion of households in need of assistance rather than on precise numbers.

Source: HUD Comprehensive Housing Affordability Strategy (CHAS) Data, American Community Survey, 2010-2014 Estimates.

4. Income by Race/Ethnicity

Race/ethnicity is also a characteristic that often is related to housing need. Overall, middle/upper income households comprised approximately 59 percent of all households in the County from 2010-2014 (Table 16). However, certain groups had higher proportions of lower and moderate income households. Specifically, Hispanic or Latino households had a considerably higher percentage of lower and moderate income households in comparison to the County as a whole (56 percent versus 41 percent).

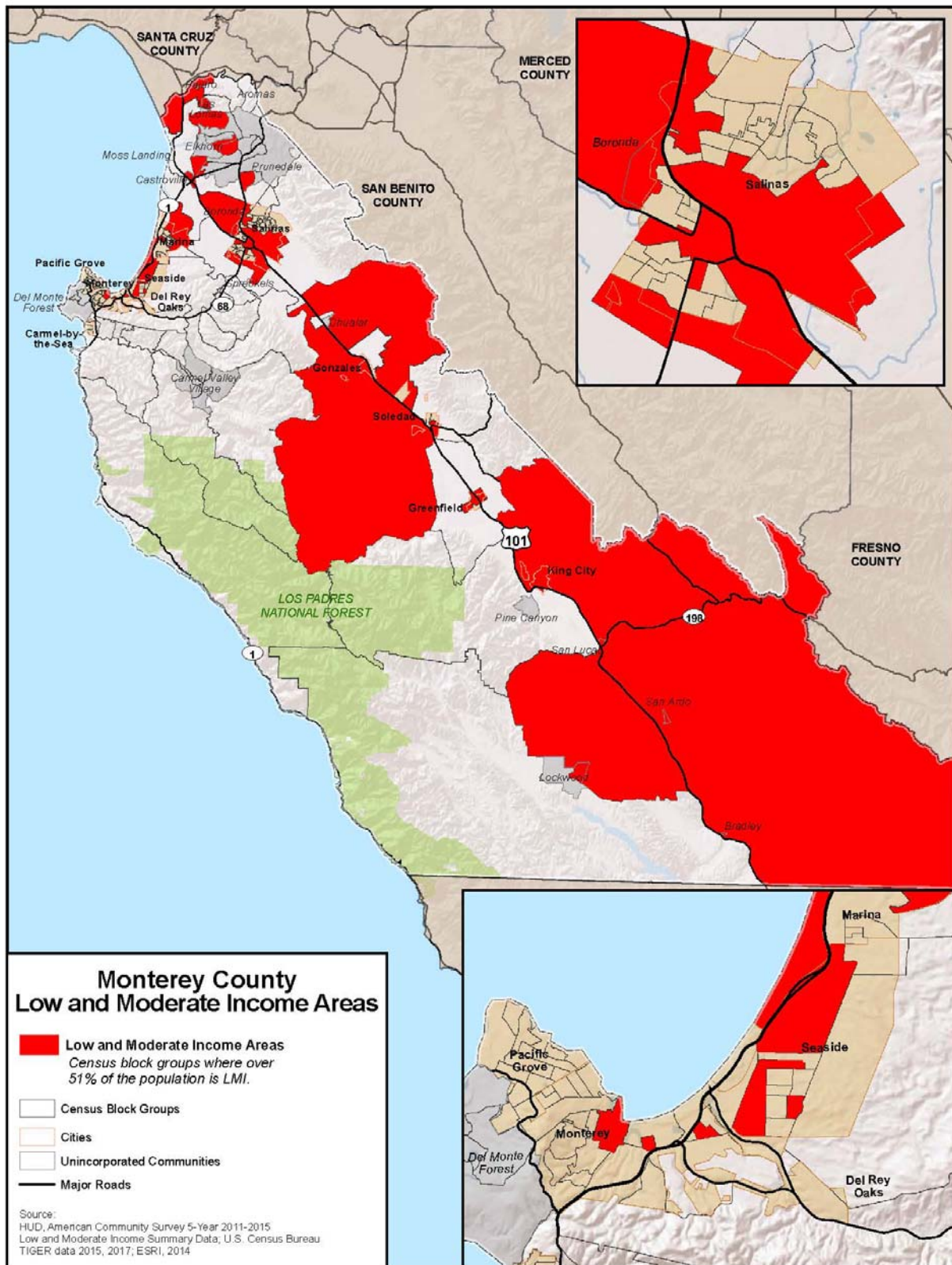
Income Level	Total HHs	Non-Hispanic White		Hispanic or Latino		Black or African American		Asian		Am. Indian or Alaska Nat./Other	
		HHs	Percent	HHs	Percent	HHs	Percent	HHs	Percent	HHs	Percent
Extremely Low	10.8%	4,470	7.7%	7,370	13.9%	490	15.3%	800	9.5%	404	16.0%
Low	12.3%	4,740	8.2%	9,420	17.8%	250	7.8%	785	9.4%	233	9.2%
Moderate	17.6%	7,180	12.4%	12,880	24.4%	450	14.0%	1,240	14.8%	282	11.2%
Middle/Upper	59.2%	41,710	71.8%	23,210	43.9%	2,019	62.9%	5,570	66.3%	1,610	63.7%
Total Lower/Moderate Income Households	100.0%	16,390	28.3%	29,670	56.1%	1,190	37.1%	2,825	33.7%	919	36.4%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS) Data, American Community Survey 2010-2014 Estimates.

5. Concentrations of Lower and Moderate Income Populations

HUD defines a “Low and Moderate Income Area” as a Census tract or block group where over 51 percent of the population is lower and moderate income. Figure 3 identifies the Low and Moderate Income Areas of the County, which are located generally in the North and in the eastern central portions of the County. Low and Moderate Income Areas in the north include neighborhoods in Monterey, Salinas, and Seaside, and in parts of the Urban County – Gonzales, Greenfield, and the CDPs of Boronda, Castroville, Moss Landing, Pajaro, and San Lucas. Many of these Low and Moderate Income Areas were also identified as minority concentration areas (in Figure 1 on page 22), an indication that certain parts of the County have a disproportionate number of lower income minority residents.

Figure 2: Low and Moderate Income Areas



E. Housing Profile

This section provides an overview of the characteristics of the local and regional housing markets. The Census Bureau defines a housing unit as a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or, if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall.

1. Housing Growth

According to the 2010 Census, the total number of housing units in Monterey County was 139,048 units, which represents an increase of six percent since 2000. In Salinas, there was similar growth in housing units, an eight-percent increase during the same period. Monterey (two percent increase) and Seaside (one percent decrease) noted only small changes in their available units.

In the Urban County, there was an overall six percent increase in housing units. Between 2000 and 2010, housing growth was the most significant in Sand City (67 percent) and Greenfield (38 percent) and in the CDPs of Spreckels (40 percent) and Boronda (24 percent). Of the CDPs in the unincorporated County, Prunedale, Del Monte Forest, and Carmel Valley Village were the largest, in terms of the number of housing units. Statewide, housing growth was almost 12 percent during the same period.

Table 19: Housing Unit Growth (2000-2010)

Jurisdiction	2000	2010	Percent Change
Monterey	13,382	13,584	1.5%
Salinas	39,659	42,651	7.5%
Seaside	11,005	10,872	-1.2%
Urban County			
Unincorporated Monterey County			
Aromas	915	923	0.9%
Boronda	332	413	24.4%
Bradley	42	40	-4.8%
Carmel Valley Village	2,105	2,156	2.4%
Castroville	1,462	1,593	9.0%
Chualar	286	251	-12.2%
Del Monte Forest	2,647	2,811	6.2%
Elkhorn	542	565	4.2%
Las Lomas	596	623	4.5%
Lockwood	--	197	--
Moss Landing	135	108	-20.0%
Pajaro	667	655	-1.8%
Pine Canyon	--	587	--
Prunedale	5,591	6,047	8.2%
San Ardo	167	158	-5.4%
San Lucas	97	76	-21.6%
Spreckels ¹	176	246	39.8%
Balance of Unincorporated County	21,379	21,660	1.3%
Total Unincorporated County	37,139	38,186	2.8%
Cities			
Del Rey Oaks	727	741	1.9%
Gonzales	1,724	1,989	15.4%
Greenfield	2,726	3,752	37.6%
Sand City	87	145	66.7%
Total			
Urban County	42,403	44,813	5.7%
Monterey County	131,708	139,048	5.6%

Note 1: The growth in Spreckels is tied to a one-time event that probably will not be repeated – the Spreckels subdivision that relied on a subdivision map that was approved prior to the Map Act.

Source: Bureau of the Census, 2000-2010.

2. Housing Type

A housing stock is generally comprised of three categories: single-family dwelling units, multi-family dwelling units, and other types of units such as mobile homes. According to the 2012-2016 ACS, about 70 percent of all units in Monterey County were single-family units, of which most are detached units. Similarly, in Seaside about 73 percent of all units were single-family units, while Salinas (60 percent) and Monterey (53 percent) had slightly lower proportions of single-family units and higher proportions of multi-family housing.

Approximately 81 percent (37,554 units) of the housing stock within the Urban County consisted of single-family units, the majority of which (34,971 units) was single-family detached units (Table 20). Multi-family housing accounted for approximately 12 percent of the housing stock from 2012-2016, and mobile homes seven percent. The proportion of single-family units within Del Rey Oaks, Gonzales, and Greenfield was similar to that of the unincorporated County at about 80 percent.

Table 20: Housing Unit Growth by Type (2000-2016)				
Unit Type	2000		2012-2016	
	Number of Units	Percent of Total	Number of Units	Percent of Total
Monterey				
Single-Family	6,827	50.9%	7,252	53.2%
Detached	5,911	44.0%	6,442	47.2%
Attached	916	6.8%	810	5.9%
Multi-Family	6,572	49.0%	6,335	46.4%
2-4 Units	2,254	16.8%	2,279	16.7%
5+ Units	4,318	32.2%	4,056	29.7%
Mobile Homes, Boat, RV, Van, etc.	21	0.2%	52	0.4%
<i>Total</i>	<i>13,420</i>	<i>100%</i>	<i>13,639</i>	<i>100%</i>
Salinas				
Single-Family	24,401	61.6%	25,283	59.9%
Detached	20,966	52.9%	22,705	53.8%
Attached	3,435	8.7%	2,578	6.1%
Multi-Family	13,946	35.2%	15,429	36.5%
2-4 Units	3,450	8.7%	3,853	9.1%
5+ Units	10,496	26.5%	11,576	27.4%
Mobile Homes, Boat, RV, Van, etc.	1,265	3.2%	1,522	3.6%
<i>Total</i>	<i>39,612</i>	<i>100%</i>	<i>42,234</i>	<i>100%</i>

Table 20: Housing Unit Growth by Type (2000-2016)

Unit Type	2000		2012-2016	
	Number of Units	Percent of Total	Number of Units	Percent of Total
Seaside				
Single-Family	8,386	76.2%	7,949	73.3%
Detached	6,107	55.5%	6,491	59.8%
Attached	2,279	20.7%	1,458	13.4%
Multi-Family	2,187	19.9%	2,562	23.6%
2-4 Units	929	8.4%	1,222	11.3%
5+ Units	1,258	11.4%	1,340	12.3%
Mobile Homes, Boat, RV, Van, etc.	432	3.9%	340	3.1%
<i>Total</i>	<i>11,005</i>	<i>100%</i>	<i>10,851</i>	<i>100%</i>
Urban County				
Unincorporated Monterey County				
Single-Family	31,065	83.7%	32,415	82.1%
Detached	28,372	76.4%	30,041	76.1%
Attached	2,693	7.3%	2,374	6.0%
Multi-Family	3,143	8.5%	4,144	10.5%
2-4 Units	1,453	3.9%	1,972	5.0%
5+ Units	1,735	4.7%	2,172	5.5%
Mobile Homes, Boat, RV, Van, etc.	2,864	7.7%	2,916	7.4%
<i>Total</i>	<i>37,117</i>	<i>100%</i>	<i>39,475</i>	<i>100%</i>
Del Rey Oaks				
Single-Family	592	81.4%	607	82.4%
Detached	567	78.0%	571	77.5%
Attached	25	3.4%	36	4.9%
Multi-Family	132	18.2%	121	16.4%
2-4 Units	23	3.2%	19	2.6%
5+ Units	109	15.0%	102	13.8%
Mobile Homes, Boat, RV, Van, etc.	3	0.4%	9	1.2%
<i>Total</i>	<i>727</i>	<i>100.0%</i>	<i>737</i>	<i>100.0%</i>
Gonzales				
Single-Family	1,356	78.0%	1,457	72.8%
Detached	1,227	70.6%	1,429	71.4%
Attached	129	7.4%	28	1.4%
Multi-Family	382	22.0%	427	21.3%
2-4 Units	170	9.8%	64	3.2%
5+ Units	170	9.8%	363	18.1%
Mobile Homes, Boat, RV, Van, etc.	42	2.4%	118	5.9%
<i>Total</i>	<i>1,738</i>	<i>100%</i>	<i>2,002</i>	<i>100%</i>

Table 20: Housing Unit Growth by Type (2000-2016)

Unit Type	2000		2012-2016	
	Number of Units	Percent of Total	Number of Units	Percent of Total
Greenfield				
Single-Family	2,121	77.8%	3,015	77.1%
Detached	1,839	67.4%	2,879	73.6%
Attached	282	10.3%	136	3.5%
Multi-Family	521	19.1%	831	21.2%
2-4 Units	274	10.0%	290	7.4%
5+ Units	247	9.1%	541	13.8%
Mobile Homes, Boat, RV, Van, etc.	85	3.1%	65	1.7%
<i>Total</i>	<i>2,727</i>	<i>100%</i>	<i>3,911</i>	<i>100%</i>
Sand City				
Single-Family	58	63.0%	60	39.0%
Detached	53	57.6%	51	33.1%
Attached	5	5.4%	9	5.8%
Multi-Family	29	31.5%	94	61.0%
2-4 Units	19	20.7%	44	28.6%
5+ Units	10	10.9%	50	32.5%
Mobile Homes, Boat, RV, Van, etc.	5	5.4%	0	0.0%
<i>Total</i>	<i>92</i>	<i>100%</i>	<i>154</i>	<i>100%</i>
Total				
Urban County				
Single-Family	35,192	83.0%	37,554	81.1%
Detached	32,058	75.6%	34,971	75.6%
Attached	3,134	7.4%	2,583	5.6%
Multi-Family	3,918	9.2%	5,617	12.1%
2-4 Units	1,939	4.6%	2,389	5.2%
5+ Units	1,979	4.7%	3,228	7.0%
Mobile Homes, Boat, RV, Van, etc.	3,291	7.8%	3,108	6.7%
<i>Total</i>	<i>42,401</i>	<i>100.0%</i>	<i>46,279</i>	<i>100.0%</i>
Monterey County				
Single-Family	91,751	69.7%	96,749	69.0%
Detached	79,405	60.3%	87,859	62.7%
Attached	12,346	9.4%	8,890	6.3%
Multi-Family	34,314	26.1%	37,324	26.6%
2-4 Units	11,822	9.0%	12,278	8.8%
5+ Units	22,492	17.1%	25,046	17.9%
Mobile Homes, Boat, RV, Van, etc.	5,643	4.3%	6,096	4.3%
<i>Total</i>	<i>131,708</i>	<i>100%</i>	<i>140,169</i>	<i>100%</i>

Sources:

1. Bureau of the Census, 2000.
2. American Community Survey (ACS), 2012-2016.

3. Housing Condition

Assessing housing conditions can provide the basis for developing policies and programs to maintain and preserve the quality of the housing stock. Deteriorating housing can depress neighboring property values, discourage reinvestment, and eventually impact the quality of life in a neighborhood.

State and federal housing programs typically consider the age of a community's housing stock when estimating rehabilitation needs. In general, most homes begin to require major repairs or have significant rehabilitation needs at 30 or 40 years of age. In rental units, landlords may not complete needed maintenance or repairs requested by tenants as buildings begin to age. Furthermore, housing units constructed prior to 1979 are more likely to contain lead-based paint.

The majority of Monterey County housing units (63 percent) were built before 1979. The proportion of older housing units in Monterey and Seaside is slightly higher than in the County as a whole, with about a 75 percent of all units in each of these jurisdictions built before 1979. In Salinas, about 58 percent of all units are within this housing age. The Urban County's housing also has a majority of the housing units (60 percent) built before 1979.

Table 21: Age of Housing Stock (2012-2016)

Jurisdiction	Total Housing Units	% Built After 1979	% Built After 1969
Monterey	13,639	25.5%	47.6%
Salinas	42,234	42.2%	60.8%
Seaside	10,851	24.1%	38.3%
Urban County			
Unincorporated Monterey County			
Aromas	830	40.4%	64.0%
Boronda	432	38.2%	38.2%
Bradley	47	31.9%	40.4%
Carmel Valley Village	2,127	21.7%	44.2%
Castroville	1,641	32.4%	57.2%
Chualar	258	67.1%	76.0%
Del Monte Forest	2,875	26.4%	50.5%
Elkhorn	419	25.8%	59.4%
Las Lomas	572	34.4%	46.7%
Lockwood	148	48.0%	95.3%
Moss Landing	101	18.8%	43.6%
Pajaro	640	50.8%	66.3%
Pine Canyon	583	58.7%	81.8%
Prunedale	6,324	35.7%	70.9%
San Ardo	220	26.4%	35.5%
San Lucas	102	26.5%	38.2%
Spreckels	298	16.4%	33.6%
Balance of Unincorporated County	21,858	27.0%	48.2%
Total Unincorporated County	39,475	36.8%	59.8%
Cities			
Del Rey Oaks	737	21.8%	28.4%
Gonzales	2,002	61.3%	73.3%
Greenfield	3,911	69.4%	79.4%
Sand City	154	57.1%	63.0%
Total			
Urban County	46,279	40.5%	61.6%
Monterey County	140,169	37.2%	56.1%

Note: Percent built prior to 1969 is inclusive of all built prior to 1979.

Source: American Community Survey (ACS), 2012-2016.

Lead Based Paint Hazards

The potential for housing to contain LBP varies depending on the age of the housing unit. National studies estimate that 75 percent of all residential structures built prior to 1970 contain LBP. Housing built prior to 1940, however, is much more likely to contain LBP (estimated at 90 percent of housing units). About 62 percent of housing units built between 1960 and 1979 are estimated to contain LBP. Table 22 estimates the number of housing units containing LBP.

In Monterey County, LBP hazards are monitored by the California Department of Public Health (CPDH). According to the latest available data, as of 2014 the CPDH reported a total of 36 cases in Monterey County of persons age 21 and younger with elevated blood lead levels (of 9.5 micrograms per deciliter [mg/dL] or higher). This was a decrease from the 60 cases reported in 2013. The Center for Disease Control has determined that a child with a blood lead level of 15 to 19 mg/dL is at high risk for lead poisoning, while a child with a blood lead level above 19 mg/dL requires full medical evaluation and public health follow-up.

Table 22: Lead-Based Paint Estimates (2012-2016)				
Jurisdiction	Year Built	Percent		Estimated No. of Units with LBP
		Units	With LBP	
Monterey	1960-1979	5,100	62% + 10%	29,791 ± 4,805
	1940-1959	3,371	80% + 10%	23,206 ± 2,901
	Before 1940	1,685	90% + 10%	9,904 ± 1,100
	Total Units before 1980	10,156	62% + 10%	54,598 ± 8,806
Salinas	1960-1979	13,905	62% ± 10%	8,621 ± 1,391
	1940-1959	8,044	80% ± 10%	6,435 ± 804
	Before 1940	2,449	90% ± 10%	2,204 ± 245
	Total Units before 1980	24,398	62% ± 10%	15,127 ± 2,440
Seaside	1960-1979	3,988	62% ± 10%	2,473 ± 399
	1940-1959	3,858	80% ± 10%	3,086 ± 386
	Before 1940	394	90% ± 10%	355 ± 39
	Total Units before 1980	8,240	62% ± 10%	5,109 ± 824
Urban County				
Unincorporated Monterey County	1960-1979	15,153	62% + 10%	9,395 ± 1,515
	1940-1959	7,530	80% + 10%	6,024 ± 753
	Before 1940	2,246	90% + 10%	2,021 ± 225
	Total Units before 1980	24,929	62% + 10%	15,456 ± 2,493

Table 22: Lead-Based Paint Estimates (2012-2016)

Jurisdiction	Year Built	Percent		Estimated No. of Units with LBP
		Units	With LBP	
Del Rey Oaks	1960-1979	150	62% + 10%	93 ± 15
	1940-1959	411	80% + 10%	329 ± 41
	Before 1940	15	90% + 10%	14 ± 2
	Total Units before 1980	576	62% + 10%	357 ± 58
Gonzales	1960-1979	519	62% + 10%	322 ± 52
	1940-1959	183	80% + 10%	146 ± 18
	Before 1940	72	90% + 10%	65 ± 7
	Total Units before 1980	774	62% + 10%	480 ± 77
Greenfield	1960-1979	724	62% + 10%	449 ± 72
	1940-1959	326	80% + 10%	261 ± 33
	Before 1940	146	90% + 10%	131 ± 15
	Total Units before 1980	1,196	62% + 10%	742 ± 120
Sand City	1960-1979	18	62% + 10%	11 ± 2
	1940-1959	34	80% + 10%	27 ± 3
	Before 1940	14	90% + 10%	13 ± 1
	Total Units before 1980	66	62% + 10%	41 ± 7
Total				
Urban County	1960-1979	16,564	62% + 10%	10,270 ± 1,656
	1940-1959	8,484	80% + 10%	6,787 ± 848
	Before 1940	2,493	90% + 10%	2,244 ± 249
	Total Units before 1980	27,541	62% + 10%	17,075 ± 2,754
Monterey County	1960-1979	48,050	62% + 10%	29,791 ± 4,805
	1940-1959	29,007	80% + 10%	23,206 ± 2,901
	Before 1940	11,004	90% + 10%	9,904 ± 1,100
	Total Units before 1980	88,061	62% + 10%	54,598 ± 8,806

Source: American Community Survey (ACS), 2012-2016.

4. Housing Tenure and Vacancy

Housing tenure describes the arrangement by which a household occupies a housing unit; that is, whether a housing unit is owner-occupied or renter-occupied. A person may face different fair housing issues in the rental housing market versus in the for-sale housing market. Tenure preferences are primarily related to household income, composition, and age of the householder. Communities need to have an adequate supply of units available both for rent and for sale in order to accommodate a range of households with varying needs.

A household is an occupied housing unit. Table 23 summarizes the tenure (owner-occupied versus renter-occupied) and vacancy rate of the entire housing stock. In Monterey County, 9.4 percent of the housing units were vacant. Among the occupied units (90.6 percent of the housing stock), about half of households are owner-occupied. This homeownership rates was slightly higher than in Salinas (45 percent), Seaside (41 percent), and Monterey (36 percent). The majority of households within the Urban County owned their homes (65 percent); however, Sand City (86 percent) and

several CDPs did have a significant proportion of renter households. Specifically, Aromas (81 percent), Pajaro (77 percent), San Ardo (66 percent), and Castroville (59 percent) had the highest proportions of renter households of any of the CDPs within the Urban County, and far exceeded the proportion of renter households within the Urban County as a whole (35 percent).

A certain number of vacant units are needed to moderate the cost of housing, allow sufficient choice for residents, and provide an incentive for unit upkeep and repair. A healthy vacancy rate, one that permits sufficient choice and mobility among a variety of housing units, is considered to be two to three percent for ownership units and five to six percent for rental units. However, some communities tend to have a high proportion of homes being used as second/vacation homes. These communities, such as Carmel Valley Village and Del Monte Forest, have unusually high vacancy rates but the units are not actually available as permanent housing.

As indicated in Table 24, in Monterey County, renter-households are more likely to be lower and moderate income and are somewhat more likely to experience housing problems such as cost-burden and substandard housing conditions.

Table 23: Housing Tenure and Vacancy (2010)

Area	Tenure of Occupied Units		Overall Vacancy Rate
	Renter	Owner	
Monterey	64.2%	35.8%	10.3%
Salinas	54.9%	45.1%	5.3%
Seaside	58.6%	41.4%	7.2%
Urban County			
Unincorporated Monterey County			
Aromas	23.1%	76.9%	4.2%
Boronda	53.6%	46.4%	4.6%
Bradley	56.8%	43.2%	7.5%
Carmel Valley Village	30.0%	70.0%	12.1%
Castroville	59.1%	40.9%	4.5%
Chualar	54.3%	45.7%	2.4%
Del Monte Forest	16.9%	83.1%	31.5%
Elkhorn	28.6%	71.4%	5.8%
Las Lomas	38.5%	61.5%	4.0%
Lockwood	40.5%	59.5%	17.3%
Moss Landing	45.0%	55.0%	7.4%
Pajaro	77.3%	22.7%	5.2%
Pine Canyon	19.0%	81.0%	5.6%
Prunedale	23.7%	76.3%	5.7%
San Ardo	66.4%	33.6%	11.4%
San Lucas	46.3%	53.7%	11.8%
Spreckels	30.1%	69.9%	6.9%
Balance of Unincorporated County	33.8%	66.2%	14.3%
Total Unincorporated County	32.9%	67.1%	12.6%
Cities			
Del Rey Oaks	26.2%	73.8%	5.4%
Gonzales	46.5%	53.5%	4.2%
Greenfield	47.1%	52.9%	7.8%
Sand City	85.9%	14.1%	11.7%
Total			
Urban County	34.8%	65.2%	11.7%
Monterey County	49.1%	50.9%	9.4%

Source: Bureau of the Census, 2010.

Table 24: Tenure Profile (2010-2014)			
Tenure	Percent of All Households	Percent Low and Moderate Income	Housing Problems
Monterey			
Owner-Occupied	34.1%	24.4%	33.7%
Renter-Occupied	65.9%	35.3%	51.8%
All Households	100%	31.6%	45.6%
Salinas			
Owner-Occupied	42.7%	28.8%	44.0%
Renter-Occupied	57.3%	65.9%	67.5%
All Households	100%	50.1%	57.5%
Seaside			
Owner-Occupied	38.1%	29.0%	39.7%
Renter-Occupied	61.9%	55.5%	64.3%
All Households	100%	45.4%	54.9%
Urban County			
Unincorporated Monterey County			
Owner-Occupied	66.8%	24.3%	42.2%
Renter-Occupied	33.2%	50.0%	58.1%
All Households	100%	32.9%	47.5%
Del Rey Oaks			
Owner-Occupied	78.7%	20.9%	37.0%
Renter-Occupied	21.3%	26.3%	35.8%
All Households	100%	22.1%	36.7%
Gonzales			
Owner-Occupied	51.7%	33.2%	57.4%
Renter-Occupied	48.3%	74.1%	74.6%
All Households	100%	52.9%	65.7%
Greenfield			
Owner-Occupied	46.6%	33.9%	50.4%
Renter-Occupied	53.4%	67.8%	68.6%
All Households	100%	52.0%	60.1%
Sand City			
Owner-Occupied	21.8%	42.1%	52.6%
Renter-Occupied	78.2%	59.6%	72.8%
All Households	100%	55.7%	68.4%
Total			
Urban County			
Owner-Occupied	62.0%	26.1%	44.2%
Renter-Occupied	38.0%	57.0%	62.4%
All Households	100%	37.8%	51.1%

Table 24: Tenure Profile (2010-2014)			
Tenure	Percent of All Households	Percent Low and Moderate Income	Housing Problems
Monterey County			
Owner-Occupied	49.6%	26.0%	39.8%
Renter-Occupied	50.4%	55.3%	61.7%
All Households	100%	40.8%	50.8%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS) Data, American Community Survey (ACS), 2010-2014.

F. Housing Cost and Affordability

One of the most important factors in evaluating a community's housing market is the cost of housing and, even more significant, whether the housing is affordable to households who live there or would like to live there. The Monterey Bay area is viewed as a very desirable place to live and, consequently, housing costs have become increasingly less affordable over the years. This section evaluates the affordability of the housing stock in the County to lower and moderate income households.

1. Ownership Housing Costs

The cost of homeownership varies quite dramatically within Monterey County depending on the community. Of the available data for CDPs within the County, Carmel Valley Village experienced a 20 percent decrease in median sales price, while home value in Aromas increased by 22 percent during the same period. Among the incorporated cities, Greenfield had the lowest median sale price at \$382,000. Both Seaside and Salinas had moderate home prices compared to the County as a whole but the prices were on an increasing trend.

Table 25: Housing Sale Prices (2017 and 2018)				
Jurisdiction	Units Sold in November 2018	Median Sale Price November 2018	Median Sale Price November 2017	Percent Change
Monterey	22	\$726,500	\$792,500	-8.3%
Salinas	108	\$496,000	\$441,000	12.5%
Seaside	19	\$499,750	\$459,000	8.9%
Aromas	5	\$847,500	\$685,000	21.9%
Carmel Valley Village	9	\$812,550	\$1,015,000	-19.9%
Castroville	3	\$385,000	\$367,750	4.7%
Moss Landing	2	\$940,500	n/a	n/a
Greenfield	5	\$382,000	\$315,500	21.1%
Monterey County	288	\$589,750	\$580,000	1.7%

Note: Home sales data are not available for all communities in Monterey County, either due to community size or limited number of sales.

Source: Corelogic.com, accessed February 2019.

2. Rental Housing Costs

As with home prices, rental rates in the County vary dramatically by community. Overall, rents were highest in Monterey and Seaside (Table 26). Salinas and the County's unincorporated areas had the lowest average rents. However, due to the limited number of units for rent in smaller communities, a few outliers would skew the average rents.

Table 26 also illustrates the Payment Standard established by the Housing Authority County of Monterey (HACM) for participation in the Housing Choice Voucher (HCV) program. Compared to the market rents, the Payment Standard does not offer financial incentives to most landlords to participate in the program.

Table 26: Average Rental Housing Prices (2018)					
	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4+Bedrooms
Housing Authority Payment Standard	\$283-\$683	\$828	\$1,000	\$1,235	\$1,350-\$1,700
Community	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4+Bedrooms
Monterey	\$1,289	\$1,734	\$2,236	\$3,015	\$4,788
Salinas	\$850	\$1,563	\$1,915	\$2,618	\$2,780
Seaside	\$1,490	\$1,460	\$2,030	\$3,028	\$3,350
Urban County					
Unincorporated Monterey County	\$1,370	\$1,803	\$1,977	\$3,090	\$2,632
Cities					
Del Rey Oaks	\$862	\$995	\$2,537	--	--
Gonzales	--	--	--	\$1,525	\$3,200
Greenfield	--	\$1,550	--	\$1,493	\$1,840
Sand City	\$1,805	--	\$2,750	\$2,650	--

Note: -- : no units of this size were available for rent.

Sources:

1. www.craigslist.org, accessed March - April 2018, March 2019.
2. Housing Authority County of Monterey, Payment Standard and Utility Allowance, effective October 1, 2018.

3. Housing Affordability

Housing affordability can be inferred by comparing the cost of renting or owning a home in a community with the maximum affordable housing costs for households at different income levels. While housing affordability alone is not a fair housing issue, fair housing concerns may arise when housing affordability interacts with factors covered under the fair housing laws, such as household type, composition, and race/ethnicity.

The federal Department of Housing and Urban Development (HUD) conducts annual household income surveys nationwide to determine a household's eligibility for federal housing assistance. Households in the lower end of each category can afford less by comparison than those at the upper end. Table 27 shows the annual household income by household size and the maximum affordable housing payment based on the standard of 30 to 35 percent of household income. General cost assumptions for utilities, taxes, and property insurance are also shown.

Essentially, lower and moderate income households in the County have very limited affordable housing opportunities. Few could afford to purchase a home and most could not afford adequately sized rental units. Housing becomes moderately affordable only when household incomes reach the middle income level.

Table 27: Housing Affordability (2018)								
Household	Annual Income	Affordable Costs (All Costs)		Estimated Utilities		Taxes and Insurance	Affordable Price	
		Rental Costs	Ownership Costs	Renters	Owners		Renters	Owners
Extremely Low Income (0-30% AMI)								
1-Person	\$17,550	\$439	\$439	\$107	\$177	\$154	\$332	\$25,179
2-Person	\$20,050	\$501	\$501	\$117	\$191	\$175	\$384	\$31,376
3-Person	\$22,550	\$564	\$564	\$157	\$242	\$197	\$407	\$28,961
4-Person	\$25,100	\$628	\$628	\$210	\$305	\$220	\$418	\$23,943
5-Person	\$29,420	\$736	\$736	\$265	\$373	\$257	\$471	\$24,455
Low Income (31-50%)								
1-Person	\$29,250	\$731	\$731	\$107	\$177	\$256	\$624	\$69,428
2-Person	\$33,400	\$835	\$835	\$117	\$191	\$292	\$718	\$81,864
3-Person	\$37,600	\$940	\$940	\$157	\$242	\$329	\$783	\$85,879
4-Person	\$41,750	\$1,044	\$1,044	\$210	\$305	\$365	\$834	\$86,912
5-Person	\$45,100	\$1,128	\$1,128	\$265	\$373	\$395	\$863	\$83,755
Moderate Income (51-80% AMI)								
1-Person	\$46,800	\$726	\$846	\$107	\$177	\$296	\$619	\$86,859
2-Person	\$53,450	\$829	\$967	\$117	\$191	\$339	\$712	\$101,894
3-Person	\$60,150	\$933	\$1,088	\$157	\$242	\$381	\$776	\$108,317
4-Person	\$66,800	\$1,037	\$1,209	\$210	\$305	\$423	\$827	\$111,948
5-Person	\$72,150	\$1,119	\$1,306	\$265	\$373	\$457	\$854	\$110,757
Median Income (81-100% AMI)								
1-Person	\$48,350	\$1,088	\$1,270	\$107	\$177	\$444	\$981	\$150,885
2-Person	\$55,300	\$1,244	\$1,451	\$117	\$191	\$508	\$1,127	\$175,067
3-Person	\$62,200	\$1,399	\$1,632	\$157	\$242	\$571	\$1,242	\$190,637
4-Person	\$69,100	\$1,555	\$1,814	\$210	\$305	\$635	\$1,345	\$203,415
5-Person	\$74,650	\$1,679	\$1,959	\$265	\$373	\$686	\$1,414	\$209,540
Middle Income (101-120%)								
1-Person	\$58,050	\$1,330	\$1,552	\$107	\$177	\$543	\$1,223	\$193,569
2-Person	\$66,300	\$1,520	\$1,774	\$117	\$191	\$621	\$1,403	\$223,849
3-Person	\$74,600	\$1,710	\$1,995	\$157	\$242	\$698	\$1,553	\$245,517
4-Person	\$82,900	\$1,900	\$2,217	\$210	\$305	\$776	\$1,690	\$264,392
5-Person	\$89,550	\$2,052	\$2,394	\$265	\$373	\$838	\$1,787	\$275,396

Sources: California Department of Housing and Community Development, 2017 Income limits; Housing Authority County of Monterey, 2018 Utility Allowance; and Veronica Tam and Associates, 2018.

Assumptions: 30% gross household income as affordable housing cost; 20% of monthly affordable cost for taxes and insurance; 10% downpayment; and 4.0% interest rate for a 30-year fixed-rate mortgage loan.

G. Housing Problems

A continuing priority of communities is enhancing or maintaining the quality of life for residents. A key measure of quality of life in the Urban County is the extent of “housing problems.” HUD assesses housing need within a community according to several criteria: (1) the number of households that are paying too much for housing; (2) the number of households living in overcrowded units; and (3) the number of households living in substandard housing conditions. Table 17 summarizes the extent of households facing some kind of housing problems. CHAS data provide further details on housing cost burden and overcrowding. These conditions are discussed below.

1. Cost Burden

According to the federal government, any housing condition where a household spends more than 30 percent of income on housing is considered cost-burdened. A cost burden of 30 to 50 percent is considered moderate; payment in excess of 50 percent of income is considered a severe cost burden. Cost burden is an important housing issue because paying too much for housing leaves less money available for basics such as food and living expenses as well as for emergency expenditures.

Countywide, 73 percent of low and moderate income households were affected by a housing cost burden, of which 43 percent were paying at least 50 percent of their income towards housing. In Monterey, Salinas, and Seaside, similar proportions of low and moderate income households were experiencing housing cost burdens. About 25 to 35 percent are experiencing a cost burden, while another 40 to 55 percent are experiencing a severe cost burden of at least 50 percent of their income spent on housing cost.

In the Urban County, the majority of lower and moderate income households experience a housing cost burden, with approximately 70 percent of all lower and moderate income households experiencing a severe housing cost burden (Table 28). The proportions of lower and moderate income households experiencing cost burden was slightly higher in both Sand City and Gonzales (97 percent and 82 percent, respectively). In Sand City, the majority of lower and moderate income households were likely to experience severe cost burden (66 percent). Renter-occupied households in all three jurisdictions are more likely to experience housing cost burden than owner-occupied households.

Table 28: Housing Cost Burden (2010-2014)

Cost Burden	Lower and Moderate Income Households			All Households		
	Cost Burden (>30%)	Severe Cost Burden (>50%)	Total	Cost Burden (>30%)	Severe Cost Burden (>50%)	Total
Monterey						
Owner-Occupied	28.9%	43.3%	72.2%	17.1%	15.7%	32.8%
Renter-Occupied	24.6%	58.5%	83.1%	24.4%	23.6%	48.0%
All Households	25.8%	54.5%	80.3%	22.0%	20.9%	42.9%
Salinas						
Owner-Occupied	22.9%	42.9%	65.8%	23.1%	15.4%	38.5%
Renter-Occupied	38.1%	39.1%	77.2%	30.5%	25.9%	56.4%
All Households	34.4%	40.1%	74.5%	27.3%	21.4%	48.7%
Seaside						
Owner-Occupied	13.2%	44.7%	57.9%	21.7%	16.7%	38.4%
Renter-Occupied	27.7%	51.3%	79.0%	26.2%	30.5%	56.7%
All Households	24.1%	49.7%	73.0%	24.5%	25.2%	49.7%
Urban County						
Unincorporated Monterey County						
Owner-Occupied	24.0%	40.2%	64.2%	23.8%	14.8%	38.6%
Renter-Occupied	26.5%	42.6%	69.1%	23.9%	23.5%	47.4%
All Households	25.3%	41.4%	66.7%	23.8%	17.7%	41.5%
Del Rey Oaks						
Owner-Occupied	11.3%	54.7%	66.0%	18.4%	16.0%	34.4%
Renter-Occupied	0.0%	61.1%	61.1%	16.1%	16.1%	32.1%
All Households	8.5%	56.3%	64.8%	17.9%	16.0%	33.9%
Gonzales						
Owner-Occupied	32.5%	46.3%	78.8%	28.6%	18.3%	46.9%
Renter-Occupied	36.4%	46.4%	82.8%	28.6%	34.4%	63.0%
All Households	35.2%	46.4%	81.6%	28.6%	26.1%	54.7%
Greenfield						
Owner-Occupied	23.1%	36.0%	59.1%	22.4%	14.2%	36.6%
Renter-Occupied	41.2%	35.0%	76.2%	30.0%	23.8%	53.8%
All Households	35.7%	35.3%	71.0%	26.4%	19.3%	45.7%
Sand City						
Owner-Occupied	25.0%	75.0%	100.0%	21.1%	31.6%	52.7%
Renter-Occupied	32.1%	64.2%	96.3%	35.3%	38.2%	73.5%
All Households	30.9%	66.0%	96.9%	32.2%	36.8%	69.0%
Urban County						
Owner-Occupied	24.3%	40.7%	65.0%	23.8%	15.1%	38.9%
Renter-Occupied	32.1%	41.6%	73.7%	26.0%	25.0%	51.0%
All Households	28.7%	41.2%	69.9%	24.6%	18.8%	43.4%

Table 28: Housing Cost Burden (2010-2014)

Cost Burden	Lower and Moderate Income Households			All Households		
	Cost Burden (>30%)	Severe Cost Burden (>50%)	Total	Cost Burden (>30%)	Severe Cost Burden (>50%)	Total
Monterey County						
Owner-Occupied	20.9%	42.8%	63.7%	20.4%	15.5%	35.9%
Renter-Occupied	33.3%	44.0%	77.3%	27.5%	25.5%	53.0%
All Households	29.4%	43.6%	73.0%	24.0%	20.6%	44.6%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS) Data, American Community Survey (ACS), 2010-2014.

2. Overcrowding

According to state and federal guidelines, an overcrowded housing unit is defined as a unit with more than one person per room, including dining and living rooms but excluding bathrooms, kitchens, hallways, and porches. Severe overcrowding is described as households with more than 1.5 persons per room. Household overcrowding is reflective of various living situations: (1) a family lives in a home that is too small; (2) a family chooses to house extended family members; or (3) unrelated individuals or families are doubling up to afford housing. Some landlords or apartment managers may be more hesitant to rent to larger families, thus making access to adequate housing even more difficult.

According to the 2012-2016 ACS, nine percent of owner-occupied households and 25 percent of renter-occupied households in Salinas were overcrowded, for an overall 18 percent overcrowded households in the City. According to Salinas' Code Enforcement staff and the Farmworker Housing Study, overcrowding conditions in the City have been even more severe than reported by the ACS. In comparison, the extent of overcrowding was more severe in the Urban County (Table 29). Some unincorporated communities, Gonzales and Greenfield all had at least 30 percent of overcrowded households. Countywide, six percent of owner-households and 20 percent of renter-households were considered overcrowded, for an average of 13 percent households in the County.

Table 29: Overcrowding (2012-2016)

	Household Tenure	
	Owner-Occupied	Renter-Occupied
Monterey		
Occupied Units	4,175	7,739
Overcrowded	24	226
Severely Overcrowded	34	153
Percent Overcrowded	1.4%	4.9%
Salinas		
Occupied Units	17,461	23,000
Overcrowded	1,202	3,897
Severely Overcrowded	375	1,877
Percent Overcrowded	9.0%	25.1%

Table 29: Overcrowding (2012-2016)		
	Household Tenure	
	Owner-Occupied	Renter-Occupied
Seaside		
Occupied Units	3,903	6,225
Overcrowded	112	636
Severely Overcrowded	45	317
Percent Overcrowded	4.0%	15.3%
Urban County		
Unincorporated Areas		
Occupied Units	22,744	11,134
Overcrowded	1,790	5,132
Severely Overcrowded	246	900
Percent Overcrowded	9.0%	54.2%
Del Rey Oaks		
Occupied Units	453	192
Overcrowded	11	5
Severely Overcrowded	0	0
Percent Overcrowded	2.4%	2.4%
Gonzales		
Occupied Units	965	1,021
Overcrowded	106	242
Severely Overcrowded	22	224
Percent Overcrowded	13.3%	45.6%
Greenfield		
Occupied Units	1,786	1,905
Overcrowded	193	366
Severely Overcrowded	115	514
Percent Overcrowded	17.2%	46.2%
Sand City		
Occupied Units	15	125
Overcrowded	0	12
Severely Overcrowded	0	5
Percent Overcrowded	0.0%	13.6%
Total		
Urban County		
Occupied Units	25,963	14,377
Overcrowded	2,100	5,757
Severely Overcrowded	383	1,643
Percent Overcrowded	9.6%	51.5%

Table 29: Overcrowding (2012-2016)		
	Household Tenure	
	Owner-Occupied	Renter-Occupied
Monterey County		
Occupied Units	62,601	63,315
Overcrowded	2,703	7,379
Severely Overcrowded	1,039	5,017
Percent Overcrowded	6.0%	19.6%

Notes:

1. Overcrowded: (1+ occupants per room)
2. Severely Overcrowded (1.5+ occupants per room)

Source: American Community Survey (ACS), 2012-2016.

H. Publicly Assisted Housing

1. Housing Authority Properties

The Housing Authority County of Monterey (HACM) is a public agency that provides rental assistance, develops, and manages affordable housing throughout Monterey County. In addition to the Housing Choice Voucher program (discussed below), the HACM owns and manages over 1,000 units of affordable rental housing throughout the County. Most of these units were originally developed as public housing units. However beginning in 2015, HACM initiated the process of converting the public housing developments into project-based rental assistance units. That conversion process has been completed. A detailed inventory of HACM-owned affordable units can be found in Table 30.

The majority of affordable units are located in Salinas. Five HACM managed affordable housing projects are located in the Urban County area. Specifically, the 20-unit Casa de Oro and 30-unit Casa Santa Lucia located in Gonzales, and 50-unit Los Ositos (Senior Housing) located in Greenfield, 48-unit Paseo de las Rosas in Castroville, and 29-unit Vista del Valle in Chualar. As shown in Figure 3 on page 74, the majority of the HACM units are concentrated in Salinas and the South County, as well as in the City of Monterey.

Table 30: HACM Units (2018) – Monterey County				
Project	Address	Community	Unit Breakdown	Total Units
Casa de Oro (Senior Housing)	48 C Street	Gonzales, CA 93926	18 One BR 2 Two BR	20
Casa Santa Lucia	Belden St. , Alta St., 8th, 9th, & 10 th St.	Gonzales, CA 93926	Mix of 1, 3, 4, & 5 BR	12
Casanova Plaza	800 Casanova Avenue	Monterey, CA 93940	83 One BR 3 Two BR	86
Del Monte Estates	1415 Del Monte Ave.	Salinas, CA 93905	Mix of 1 & 2 BR	89
El Gin Village	350 Casentini Street	Salinas, CA 93907	40 Three BR 10 Four BR	50
Jardines del Monte	1253 Del Monte	Salinas, CA 93905	11 Three BR	11
King City Migrant Center	440 Jayne St	King City, CA 93930	79 Two BR	79
Leo Meyer Senior Plaza	425 Queen St.	King City, CA 93930	44 One BR	44

Table 30: HACM Units (2018) – Monterey County

Project	Address	Community	Unit Breakdown	Total Units
Los Ositos (Senior Housing)	1083 Elm Avenue	Greenfield, CA 93927	Mix of 1 & 2 BR	50
Northridge Plaza	1511, 1513, & 1515 Wheeler Drive	Salinas, CA 93906	10 One BR 60 Two BR 10 Three BR	80
Oak Grove	1100 Second Street	Monterey, CA 93940	5 Two BR	5
Ocean View Apartments	44 Natividad Rd.	Salinas, CA 93906	8 One BR 19 Two BR 13 Three BR	40
Parkside Manor	1112 Parkside St.	Salinas, CA 93906	Mix of 1, 2, 4, and 5 BR	88
Portola Vista	20 Del Monte Ave.	Monterey, CA 93940	64 One BR	64
Pueblo del Mar	3043 MacArthur Dr.	Marina, CA 93933	56 Two BR	56
Tesoro del Campo	42 La Posada Dr.	Salinas, CA 93906	Mix of 2, 3, and 4 BR	57
Vista del Valle	24477 Grant St.	Chualar, CA 93925	Mix of 2, 3, and 4 BR	29
Scattered Sites				
Del Monte Townhouse Apts.	1259 Del Monte Ave.	Salinas, CA 93905	8 Three BR 9 Four BR	17
Montecito	242 Montecito St.	Monterey, CA 93940	8 Two BR	8
Watson	531 Watson St.	Monterey, CA 93940	5 Two BR	5
Rider Manor	1030 Rider Ave.	Salinas, CA 93905	1 Three BR 17 Two BR	18
Sanborn Arms	1058 N. Sanborn Rd.	Salinas, CA 93905	Mix of 1 & 2 BR	16
Sanborn Estates	1025 N. Sanborn Rd.	Salinas, CA 93905	Mix of 1 & 2 BR	14
Sanborn Plaza	1039 N. Sanborn Rd.	Salinas, CA 93905	14 Two BR	14
No Name	1029 Rider Ave.	Salinas, CA 93905	NA	8
	540 Williams Rd.	Salinas, CA 93905	3 Three BR	3
	775 Elkington Ave.	Salinas, CA 93905	7 Three BR	7
	780 Elkington Ave.	Salinas, CA 93905	NA	8
	24 N. Wood St.	Salinas, CA 93905	4 Four BR	4
	1012 N. Sanborn Rd.	Salinas, CA 93905	Mix of 3 & 5 BR	11
	312 Williams Rd.	Salinas, CA 93905	3 Four BR	3
	737 Mae Ave.	Salinas, CA 93905	2 Three BR	2
	747 Mae Ave.	Salinas, CA 93905	2 Three BR	2
	1113 D Street	Salinas, CA 93905	Mix of 2, 3, & 4 BR	6
	1011 E. Laurel Dr.	Salinas, CA 93907	NA	NA
	1111 Alamo Way	Salinas, CA 93905	Mix of 2 & 3 BR	25
	1112 Alamo Way	Salinas, CA 93905	NA	NA
	1062 Sanborn Rd.	Salinas, CA 93905	10 Three BR	10
Total				1,041

Source: County of Monterey Housing Authority, 2018.

NA = Information not available.

2. Housing Choice Vouchers

The Housing Choice Voucher is a rent subsidy program that helps lower income (up to 50 percent AMI)⁴ families and seniors pay rents in private units. Voucher recipients pay a minimum of 30 percent of their income toward their contract rent, and the local housing authority pays the difference through federal funds up to the payment standard (fair market rent) established by the HACM. The HACM administers the Housing Choice Voucher program on behalf of jurisdictions within Monterey County. According to the Housing Authority data provided in the Affirmatively Furthering Fair Housing Tool (AFFHT) developed by HUD, as of 2017, 3,077 households in Monterey County was receiving Housing Choice Vouchers. The racial/ethnic composition of the voucher recipients was: 25.8 percent White; 6.7 percent Black; 2.8 percent Asian; and 64.1 percent Hispanic.

Waiting List

As of July 2015, 1,459 households were on the Housing Choice Voucher waiting list and 6,521 households were on the Public Housing waiting list. As shown in Table 31, the majority of households seeking assistance were White and of Hispanic origins, reflecting the County's income and demographic profile. The number of families on the waiting list for public housing far exceeds current capacity, resulting in long wait periods.

Table 31: Demographics of HACM Waiting Lists (2015)

	Housing Choice Vouchers	Public Housing ²
Number of Families on Waiting List	1,459	6,521
Extremely Low Income (0-30% AMI) ¹	70%	80%
Very Low Income (31-50% AMI)	27%	18%
Low Income (51-80% AMI)	6%	3%
Families with Children	82%	76%
Elderly Families	6%	7%
Families with Disabilities	9%	14%
Race:		
White	82%	77%
Black	13%	8%
Asian	2%	2%
American Ind/Native Hawaiian	3%	3%
Unknown/Multiple	1%	13%
Ethnicity:		
Hispanic	69%	74%
Non-Hispanic	31%	24%

Notes:

1. HA income categories are named differently than the CDBG program.
2. The HACM completed conversion of all public housing units into project-based rental assistance program. Due to lag time in transitioning the data from public housing, no new data is available at this time.

Source: Housing Authority County of Monterey, Five-Year and Annual Plan, 2015.

⁴ The Housing Choice Voucher Program refers to households with incomes below 50 percent of the AMI as "very low income." For consistency throughout this document, households qualifying for Housing Choice Vouchers (incomes <50 percent AMI) are referred to as lower income households.

3. Other Assisted Housing Projects

Housing developments utilizing federal, state, and/or local programs, including state and local bond programs, Low-Income Housing Tax Credits (LIHTC), density bonus, or direct assistance programs, are often restricted for use as low income housing and provide another source of affordable housing for a jurisdiction. The location of these assisted housing units is partly the result of economic feasibility. Affordable housing is more likely to be developed in high density areas, where the lower land costs per unit (i.e. more units on a piece of property) can result in lower development costs and associated lower housing payments.

Table 32 summarizes the inventory of assisted housing in the geographic areas covered by the Collaborating Entities. (This list is intended to demonstrate the general geographic pattern of affordable housing and is not intended to be used as an exhaustive inventory of affordable housing resources. Affordable ownership units are not included in this list, and scattered sites of affordable single-family or duplex units used as rentals are also not listed.)

The distribution of these developments is displayed in Figure 3. As shown, the majority of the affordable housing developments are located in Salinas, where there are high concentrations of low and moderate income persons, and with the most urbanized neighborhoods. The City of Monterey also has a large inventory of affordable units through a successful inclusionary housing program.

Project Name	Address	Type	Funding Source	Total Units	Affordable Units (up to 80% AMI)
Interim Inc.	604, 606. 608 Pearl Street Monterey, CA	Special Needs	County Affordable Housing Funds	19	19
Osio Plaza	355 Calle Principal Monterey, CA	Family	Inclusionary	30	6
Monterey Hotel Apartments	406/410 Alvarado Street Monterey, CA	Family	Inclusionary	18	12
Community Human Services	544 Pearl Street Monterey, CA	Special Needs	Inclusionary	6	6
Casa de la Estrella	420 Estrella Avenue Monterey, CA 93940	Family	Inclusionary	8	8
Centennial Gardens	399 Drake Avenue Monterey, CA	Family	NA	6	4
Dream Theatre Site	675 Lighthouse Avenue Monterey, CA	Family	Inclusionary	3	1
Sunrise Assisted Living	1125 Cass Street Monterey, CA	+Senior	Inclusionary	12	6
Skyline Townhomes	1330 Skyline Drive Monterey, CA	Family	Inclusionary	8	2
Van Buren Senior Housing	613 Van Buren Street Monterey	Senior	LIHTC	19	18
Casa de Los Robles	504 W. Franklin St. Monterey, CA 93940	Family	LIHTC	6	6
Dela Vina Apartments	345 Dela Vina Avenue Monterey, CA 93940	Family	NA	14	14
El Estero Senior Apartments	151 Park Avenue Monterey, CA 93940	Senior	NA	26	26

Table 32: Assisted Housing Projects (2018)

Project Name	Address	Type	Funding Source	Total Units	Affordable Units (up to 80% AMI)
California House	436 California St. Salinas, CA 93901	Family	HOME, SRA, MHSA	8	8
Creekbridge Apartments	1701 Independence Blvd. Salinas, CA 93906	Family	Inclusionary	220	12
Forester Building	369 Main St. Salinas, CA 93901	Family	SRA	10	10
Gabilan Hills Townhomes	1051 Paseo Grande Salinas, CA 93905	Family	Inclusionary	100	99
Gabilan Plaza Apts.	730 Williams Rd. Salinas, CA 93905	Family	HUD Assisted	20	20
Gabilan Plaza II	736 Williams Rd. Salinas, CA 93905	Family	HUD Assisted	100	20
Gateway Apartments	25 Lincoln Ave. Salinas, CA 93901	Senior	HOME, SRA, Inclusionary	52	51
Harden Ranch Apts.	1907 Dartmouth Way Salinas, CA 93906	Family	Inclusionary	100	95
Hacienda I	233 Calle Cebu Salinas, CA 93901	Family	HOME, SRA, Inclusionary	53	52
Hacienda II	275 Calle Cebu Salinas, CA 93901	Family	HOME, Inclusionary	46	46
La Gloria Apartments	539 E. Market St. Salinas, CA 93905	Senior	HOME, SRA, Inclusionary, Density Bonus	22	22
Las Casas de Madera	510 E. Market St. Salinas, CA 93905	Family	CDBG, Salinas HTF	75	75
Loma el Paraiso	541 Roosevelt St. Salinas, CA 93905	Family	CDBG	43	42
Los Abuelitos Senior Apartments	528 E. Market St. Salinas, CA 93905	Senior	SRA	25	12
Lupine Gardens	306 Soledad St. Salinas, CA 93901	Disabled	CDBG, HOME, SRA, Inclusionary	20	20
Mariposa Apartments	300 Casentini St. Salinas, CA 93907	Family	HUD Assisted	20	20
Montecito Senior Apts.	1598 Mesquite Dr. Salinas, CA 93905	Senior	HOME, Inclusionary	132	132
Mountain View Townhomes	1580 Falcon Dr. Salinas, CA 93905	Family	Inclusionary	68	68
Nantucket Bay Apts.	950 Nantucket Blvd. Salinas, CA 93906	Family	LIHTC	160	158
Dai Ichi Village Apts.	34 Rossi Street Salinas, CA 93901	Senior	HOME, Inclusionary	41	11
Pajaro Triplex	139 Pajaro St. Salinas, CA 93901	Family	SRA	3	3
Plaza Club Apts.	100 Harden Parkway Salinas, CA 93906	Family	LIHTC	208	42
Plaza Grande	50 E. Market Salinas, CA 93901	Family	SRA	92	72
Plaza Hotel	30 E. Market Salinas, CA 93901		LIHTC	27	27

Table 32: Assisted Housing Projects (2018)

Project Name	Address	Type	Funding Source	Total Units	Affordable Units (up to 80% AMI)
Regency Court	472 Regency Circle Salinas, CA 93906	Senior	Inclusionary	120	119
Roosevelt Street Townhomes	522 Roosevelt St. Salinas, CA 93905	Family	LIHTC	22	21
Roosevelt Street Townhomes II	504 Roosevelt St. Salinas, CA 93905	Family	LIHTC	22	21
Salinas Bay Apartments	920 Larkin St. Salinas, CA 93907	Family	LIHTC	95	92
Salinas Point (aka Los Padres) Apts.	1260 John St. Salinas, CA 93905	Family	HOME, SRA	219	164
Sherwood Village	808 N. Main St. Salinas, CA 93906	Senior	CDBG, HOME, Inclusionary	125	124
Soledad House	439 Soledad St. Salinas, CA 93901	Disabled	HOME, SRA	8	8
Steinbeck Commons Apartments	10 Lincoln Ave. Salinas, CA 93901	Senior	HUD Assisted, LIHTC	100	99
Sun Street Apartments	34 Sun St. Salinas, CA 93901	Family	Inclusionary	17	2
Sunflower Gardens	29 Sun St. Salinas, CA 93901	Family	CDBG, SRA, Inclusionary	23	23
Tresor Apartments	1041 Buckhorn Dr. Salinas, CA 93905	Family	HOME, SRA, Inclusionary	81	80
Tynan Village	325 Front St. Salinas, CA 93901	Family	HOME, SRA, Inclusionary, Density	171	106
Wesley Oaks	138 Carr Ave. Salinas, CA 93905	Family	HOME, Salinas HTF, Inclusionary	10	6
917 E. Markey Street	917 E. Market St. Salinas, CA 93905	Family	Inclusionary	48	48
401 Monterey Street	401 Monterey St. Salinas, CA 93905	Family	Density Bonus	16	2
Jardines Del Monte	1253 Del Monte Ave. Salinas, CA 93905	Family	HOME, SRA, Inclusionary	11	11
Vista de la Terraza	165 Carr Ave. Salinas, CA 93905	Family	CDBG	41	40
Haciendas Phase III	131 E. Rossi St. Salinas, CA 93901	Family	HOME, Inclusionary	50	50
Canyon Creek Apartments	1834 Chablis Way Gonzales, CA 93926	Family/ Farmworker	LIHTC	36	36
Fanoe Vista Apartments	550 Fanoe Road, #17 Gonzales, CA 93926	Family	LIHTC	44	43
La Casa Grande	353 Ventana Ave. Greenfield, CA 93927	Family	LIHTC	1	1
Magnolia Place Senior Apartments	92 12 th St. Greenfield, CA 93927	Senior	LIHTC	32	31
Terracina Oaks Apt.	252 13 th St. Greenfield, CA 93927	Family	LIHTC	41	40
Tyler Park Townhomes	1120 Heidi Dr. Greenfield, CA 93927	Family	LIHTC	60	30

Table 32: Assisted Housing Projects (2018)

Project Name	Address	Type	Funding Source	Total Units	Affordable Units (up to 80% AMI)
Villa Santa Clara	225 Third St. Greenfield, CA 93927	Family	LIHTC	30	30
Vineyard Green Townhomes	130 13 th Street Greenfield, CA 93927	Family	LIHTC	40	39
Walnut Place Townhomes	500 12 th St. Greenfield, CA 93927	Family	LIHTC	40	39
Artichoke Inn	11050, 11060, 11070, 11080, 11090, 11100 Mead St. Castroville, CA	Family	Inclusionary Housing	6	6
Belmont Heights	102 & 104 Spreckels Ave. 5 & 7 Llano Ave.	Family	Inclusionary Housing	4	4
Brooklyn Street	58A & B Brooklyn St. Pajaro, CA	Family	HOME	2	2
Camphora Project	32101 McCoy Road Soledad, CA 93960	Farm Worker	RDA Set-Aside, USDA, HOME, CDBG	44	44
Castroville Farm Labor Housing – Site A (formerly Paseo de las Rosas)	11541 Speegle St. Castroville, CA 95012	Farm Worker	HOME/CDBG/ USDA RHS 514/USDA RHS 521	18	44
Castroville Farm Labor Housing – Site B	11204 Haight St. Castroville, CA 95012			36	
Chualar Farm Labor Center	24487 Grant St. Chualar, CA 93925	Farm Worker	USDA	29	29
Cynara Court	10860 Merritt Street Castroville, CA 95012	Family	Redevelopment Set-Aside	58	57
El Cerrito Townhomes	8860 Vista De Tierra Circle Castroville, CA 95012	Family	LIHTC	60	59
Geil St. Apartments	11299 Geil Street Castroville, CA 95012	Family	CDBG, Redevelopment Set-Aside	11	2
Grey Goose Townhomes	5499 Grey Goose Gulch Drive Carmel Valley, 93924	Family	LIHTC/ Inclusionary Housing	9	9
Jardines de Boronda	15087 Canario St. Salinas, CA 93907	Family	Redevelopment Set-Aside	16	15
Manzanita Place	17500 Reynolds Street, East Garrison, CA 93908	Family	Redevelopment Set-Aside	66	65
Moro Lindo Townhomes	8757 Sabino Drive Castroville, CA 95012	Family	LIHTC	30	30
Nuevo Amenecer	15 Salinas Rd. Pajaro, CA	Family	Redevelopment Set-Aside, HOME	63	62
Oak Hills Infill	10541 #1-6 Geil St. Castroville, CA	Family	Inclusionary	25	2
Pacific Meadows	5315 Carmel Valley Road Carmel Valley, CA 93923	Senior	LIHTC, HOME	200	200
Rippling River Apartments	53 E Carmel Valley Road, Carmel Valley, CA 93924	Senior	LIHTC, HOME, CDBG	79	78

Table 32: Assisted Housing Projects (2018)

Project Name	Address	Type	Funding Source	Total Units	Affordable Units (up to 80% AMI)
Sea Garden Apartments (previously Axtell Apartments)	10603 Axtell St. Castroville, CA 95012	Family	Redevelopment Set-Aside	59	58
The Commons at Rogge Road	1001 A-E & 1003 Rogge Road Salinas, CA 93906	Family	Redevelopment Set-Aside, LIHTC	48	48

NA = Information Not Available

Sources: Housing Elements of the cities of Monterey, Salinas, Seaside, Gonzales, Greenfield, and Sand, and the County of Monterey; www.affordablehousingonline.com

4. Distribution of Affordable Housing

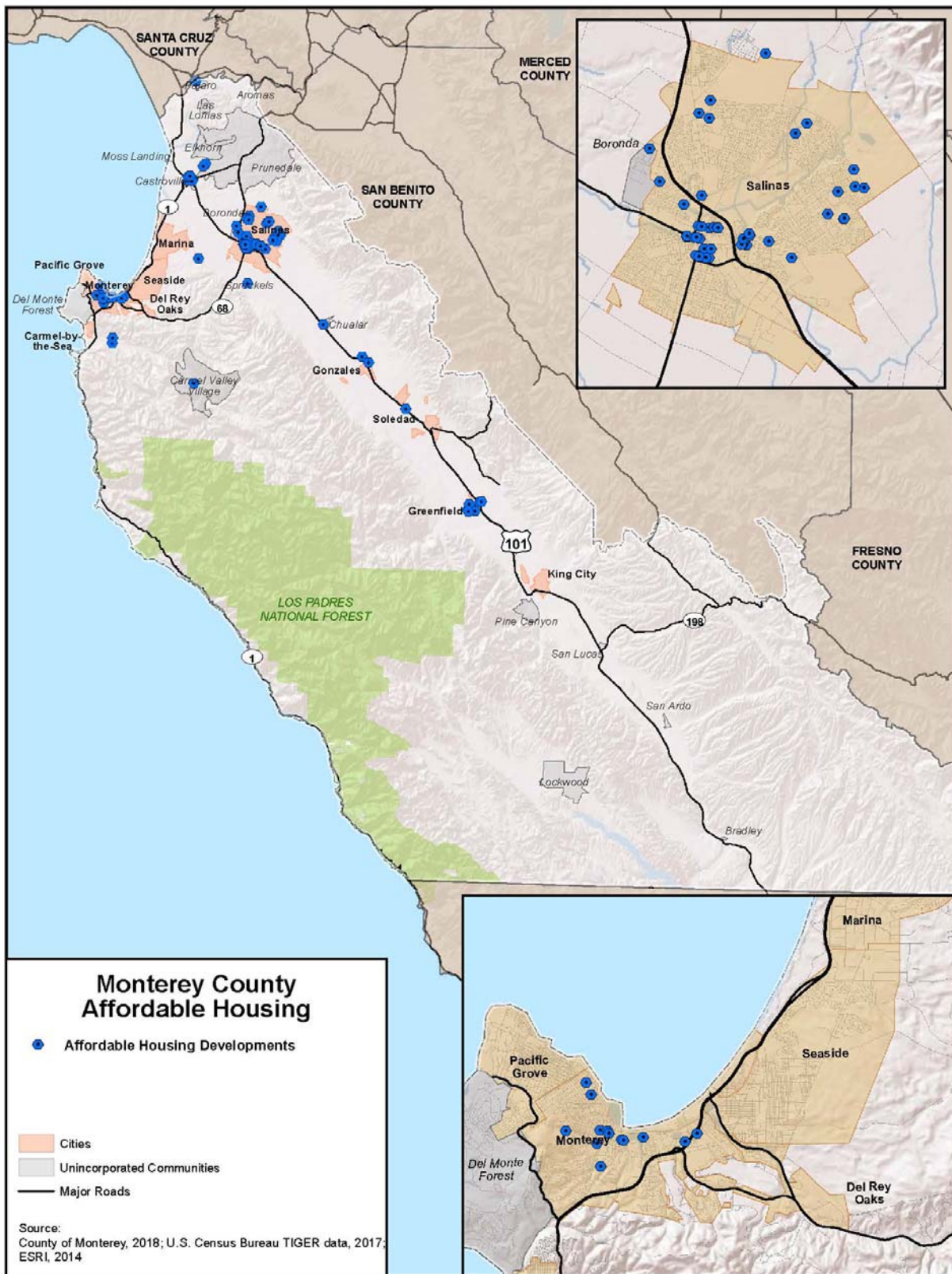
While this inventory of affordable housing is not intended as an exhaustive list, it captures the majority of affordable rental housing in the service area covered by the Collaborating Entities. Overall, more than 100 developments offer over 5,200 units of rental housing, including about 4,400 units are set aside as affordable housing for those earning up to 80 percent of the County AMI.

However, the majority of these affordable units are concentrated in just a few communities (see Table 33 and Figure 3). Specifically, over 63 percent of the affordable units are located in Salinas, followed by a distant second of Monterey, where about seven percent of the affordable units are located.

Table 33: Distribution of Affordable Units

Community	Total Units in Development	Units Affordable to 80% AMI	Percent of Total Affordable units
Salinas	3,471	2,779	63.1%
Monterey	343	296	6.7%
Carmel Valley	288	287	6.5%
Castroville	303	258	5.9%
Greenfield	294	260	5.9%
King City	123	123	2.8%
Gonzales	112	111	2.5%
E Garrison	66	65	1.5%
Pajaro	65	64	1.5%
Chualar	58	58	1.3%
Marina	56	56	1.3%
Soledad	44	44	1.0%
Spreckels	4	4	0.1%
Total	5,227	4,405	100.0%

Figure 3: Affordable Housing



5. Licensed Community Care Facilities

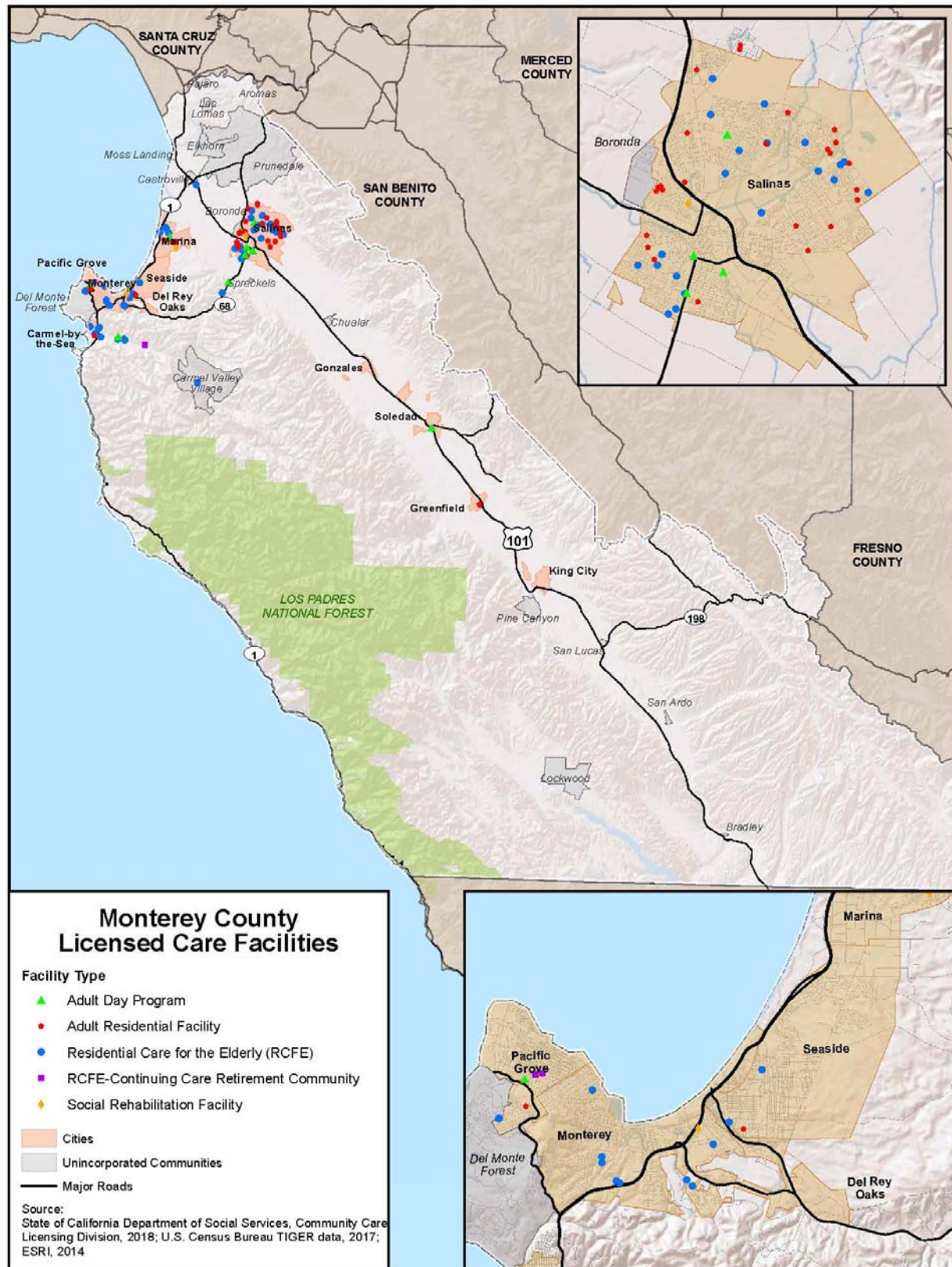
Persons with special needs, such as the elderly and those with disabilities, must also have access to housing in a community. Community care facilities provide a supportive housing environment to persons with special needs in a group situation. Restrictions that prevent this type of housing represent a fair housing concern.

As of 2018, according to the California Department of Social Services, Community Care Licensing Division, there are 48 community care facilities for the elderly, 32 adult residential care facilities, nine adult day care centers, three continuing care retirement communities, and three social rehabilitation facilities located in all of Monterey County. Adult day care facilities in the County have the capacity to serve 651 elderly persons, while residential care facilities have the capacity to serve 1,206 persons (Table 34). The majority of the facilities are located in Salinas. Seaside and Gonzales have indicated in the Housing Element that amendments are needed to bring the cities to compliance with Lanterman Act. (See further discussions and analysis in Chapter 5: Public Policies.)

Jurisdiction	Number of Facilities	Capacity		Zoning Compliant with Lanterman Act
		Beds	Beds/1,000 Population	
Monterey	9	513	<1	Yes
Salinas	52	1,046	<1	Yes
Seaside	3	115	<1	No
Urban County				
Del Rey Oaks	0	0	<1	No
Gonzales	0	0	<1	No
Greenfield	1	40	<1	Yes
Sand City	0	0	<1	Yes
Monterey County	96	2,823		Yes

Source: Number of licensed facilities and capacities obtained from the State of California Department of Social Services, Community Care Licensing Division, 2018.

Figure 4: Licensed Care Facilities in Monterey County



I. Access to Opportunities

Decisions regarding housing are often influenced by costs (affordability) but also by access to opportunities such as jobs and services (including quality schools). Public transportation allows many low and moderate income persons, who tend to be transit dependent, to have a wider locational choice. The quality of public schools is also a primary reason for many households with children to prefer certain neighborhoods over others.

1. Public Transit

Monterey-Salinas Transit (MST) provides bus service to the greater Monterey and Salinas areas, as far south as Paso Robles and Big Sur and as far north as Watsonville and San Jose. Service originates from two primary locations—the Monterey Transit Plaza, in downtown Monterey, and the Salinas Transit Center, in downtown Salinas. MST also provides customers with connections to a variety of bus and rail lines for travel outside of Monterey County. However, for many communities in south County and unincorporated north County, services are only offered hourly, which could limit the viability of public transportation.

2. Major Employers

According to the State of California’s Employment Development Department, there are major employees spread out through the County. For the purpose of this report, a major employer is defined as one with 500 or more employees. As a small city, Gonzales is home to seven major employers in the agriculture industry. However, the City most recently denied an affordable housing development for farmworkers. In the County as a whole, top employers include providers of government, agriculture, and health services.

Table 35: Major Employers in Monterey County (2018)

Employer	Location	Number of Employees	Industry
Al Pak Labor	Soledad	500-999	Labor Contractors
Azcona Harvesting	Greenfield	1,000-4,999	Harvesting-Contract
Bud of California	Soledad	1,000-4,999	Fruits and Vegetables-Growers and Shippers
Community Hospital	Monterey	1,000-4,999	Hospitals
County of Monterey	Salinas	5,000+	Government - County
Dole Fresh Vegetables Co	Soledad	500-999	Fruits and Vegetables-Growers and Shippers
Dutra Farms	Royal Oaks	1,000-4,999	Grocers-Wholesale
Hilltown Packing Co	Salinas	500-999	Harvesting-Contract
Mann Packing Co	Salinas	500-999	Fruits and Vegetables-Growers and Shippers
Misionero Vegetables	Gonzales	500-999	Fruits and Vegetables-Growers and Shippers
Pebble Beach Company	Pebble Beach	1,000-4,999	Resorts
Quality Farm Labor	Gonzales	500-999	Labor Contractors
R C Packing	Gonzales	500-999	Packing and Crating Service
Salinas Valley Memorial Hospital	Salinas	1,000-4,999	Hospitals
Taylor Farms	Salinas	1,000-4,999	Fruits and Vegetables-Growers and Shippers
Department of Defense	Seaside	5,000+	Government Offices-U.S.

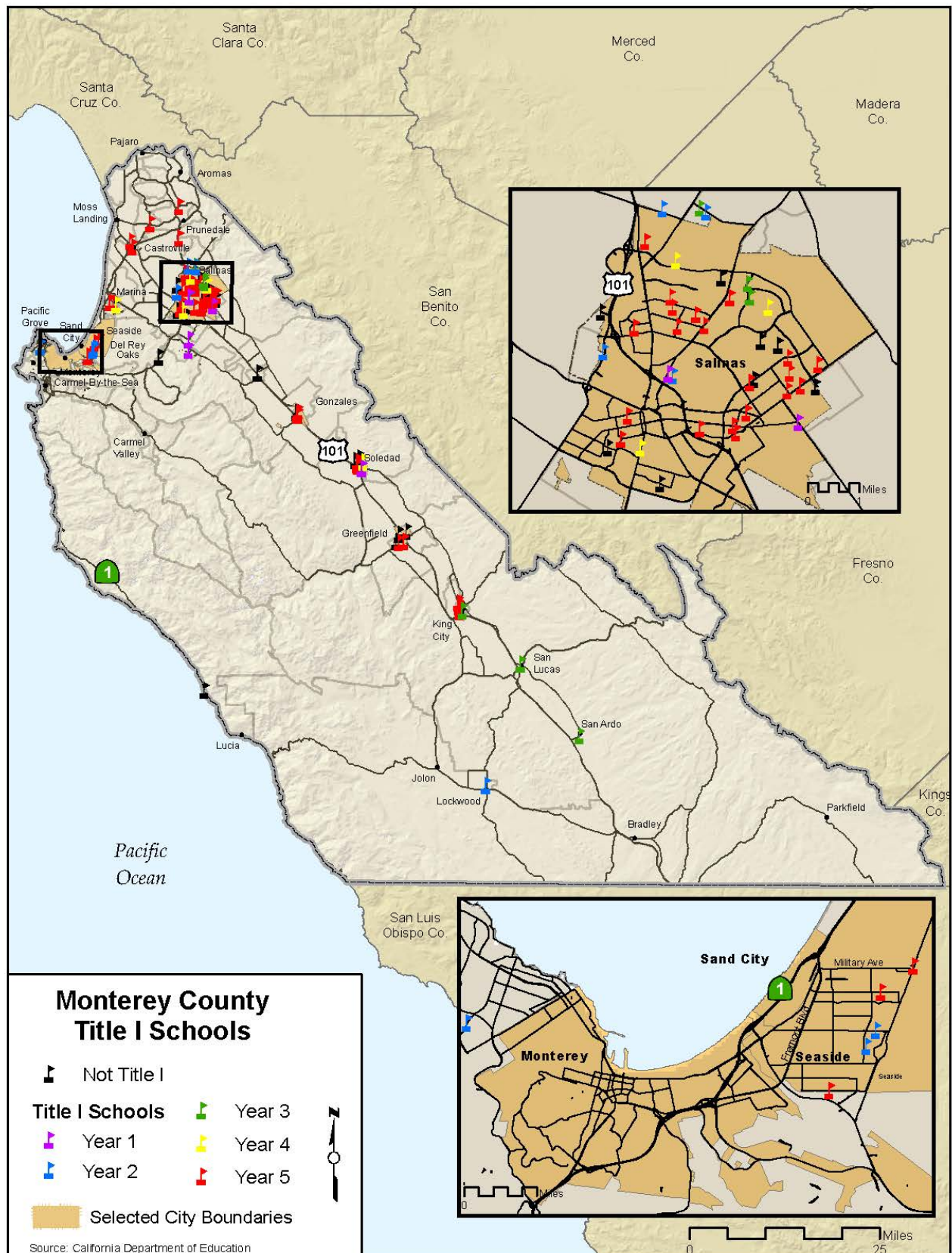
Source: State of California Employment Development Department, 2018.

3. Public Schools

The Monterey County Office of Education (MCOE) provides vital resources to support the County's 24 school districts, two community colleges, and state university. MCOE provides teacher, administrator, and instructional support services to improve teaching and learning in the classroom and increase achievement for all students.

As part of President Johnson's "War on Poverty," the Elementary and Secondary Education Act (ESEA) was passed in 1965. The act is an extensive statute that funds primary and secondary education, while emphasizing equal access to education and establishing high standards and accountability. A major component of ESEA is a series of programs typically referred to as "Title I." Title I programs distribute funding to schools and school districts with a high percentage of students from low income families. To qualify as a Title I school, a school typically must have around 40 percent or more of its students coming from families who are low income. The programs also give priority to schools that are in obvious needs of funds, low-achieving schools, and schools that demonstrate a commitment to improving their education standards and test scores. Figure 5 illustrates the location of Title I schools in Monterey County. Most of these schools are located in areas with minority concentrations. These areas generally correlate with the low and moderate income areas.

Figure 5: Title I Schools



4. Opportunity Indices

While the Federal Affirmatively Furthering Fair Housing (AFFH) Rule has been suspended, the data and mapping developed by HUD for the purpose of preparing the Assessment of Fair Housing (AFH) can still be useful in informing communities about segregation in their jurisdiction and region, as well as disparities in access to opportunity. This section presents the HUD-developed index scores based on nationally available data sources to assess County residents' access to key opportunity assets. Table 36 through Table 39 provide index scores or values (the values range from 0 to 100) for the following opportunity indicator indices:

- **Low Poverty Index:** The low poverty index captures poverty in a given neighborhood. The poverty rate is determined at the census tract level. *The higher the score, the less exposure to poverty in a neighborhood.*
- **School Proficiency Index:** The school proficiency index uses school-level data on the performance of 4th grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower performing elementary schools. *The higher the score, the higher the school system quality is in a neighborhood.*
- **Labor Market Engagement Index:** The labor market engagement index provides a summary description of the relative intensity of labor market engagement and human capital in a neighborhood. This is based upon the level of employment, labor force participation, and educational attainment in a census tract. *The higher the score, the higher the labor force participation and human capital in a neighborhood.*
- **Transit Trips Index:** This index is based on estimates of transit trips taken by a family that meets the following description: a 3-person single-parent family with income at 50 percent of the median income for renters for the region (i.e. the Core-Based Statistical Area (CBSA)). *The higher the transit trips index, the more likely residents in that neighborhood utilize public transit.*
- **Low Transportation Cost Index:** This index is based on estimates of transportation costs for a family that meets the following description: a 3-person single-parent family with income at 50 percent of the median income for renters for the region/CBSA. *The higher the index, the lower the cost of transportation in that neighborhood.*
- **Jobs Proximity Index:** The jobs proximity index quantifies the accessibility of a given residential neighborhood as a function of its distance to all job locations within a region/CBSA, with larger employment centers weighted more heavily. *The higher the index value, the better the access to employment opportunities for residents in a neighborhood.*
- **Environmental Health Index:** The environmental health index summarizes potential exposure to harmful toxins at a neighborhood level. The higher the index value, the less exposure to toxins harmful to human health. *Therefore, the higher the value, the better the environmental quality of a neighborhood, where a neighborhood is a census block-group.*

Using the countywide index scores as benchmarks, Monterey residents generally have better access to opportunities compared to residents in Salinas and Seaside, even to the County as a whole. Compared to other race groups countywide, Hispanic residents are more likely to be exposed to poverty, have less access to quality schools, lower labor participation rate, higher transportation costs, and higher exposure to environmental hazards.

Table 36: Opportunity Indicators, by Race/Ethnicity – County of Monterey

County of Monterey	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Population							
White, Non-Hispanic	60.66	38.17	57.18	41.71	51.27	53.66	73.38
Black, Non-Hispanic	41.63	25.96	33.95	37.12	54.26	39.60	72.28
Hispanic	33.80	16.69	29.16	50.96	56.46	43.15	62.84
Asian or Pacific Islander, Non-Hispanic	50.60	27.73	47.01	48.03	56.78	46.87	69.32
Native American, Non-Hispanic	45.82	24.42	39.49	42.73	52.77	48.93	69.98
Population below federal poverty line							
White, Non-Hispanic	52.63	40.56	53.82	43.99	55.39	53.76	67.99
Black, Non-Hispanic	40.33	26.77	42.51	50.99	60.48	37.58	69.76
Hispanic	27.35	16.94	27.82	54.77	60.16	41.71	59.17
Asian or Pacific Islander, Non-Hispanic	47.94	30.88	50.15	51.96	62.12	50.16	61.49
Native American, Non-Hispanic	25.22	11.06	26.33	52.03	47.05	48.33	75.27

Note: American Community Survey Data are based on a sample and are subject to sampling variability.

Source: AFFHT Data Table 12; Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA

Table 37: Opportunity Indicators, by Race/Ethnicity – City of Monterey

County of Monterey	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Population							
White, Non-Hispanic	75.33	59.38	70.81	48.87	66.75	54.33	77.69
Black, Non-Hispanic	69.80	58.87	64.63	46.58	67.62	54.51	76.54
Hispanic	65.70	50.34	66.81	51.80	69.69	53.73	74.54
Asian or Pacific Islander, Non-Hispanic	71.56	57.39	71.50	52.35	68.81	54.78	75.93
Native American, Non-Hispanic	72.67	58.71	68.21	46.74	67.39	54.03	77.20
Population below federal poverty line							
White, Non-Hispanic	70.35	61.29	73.32	55.31	73.05	54.45	72.23
Black, Non-Hispanic	72.93	70.00	80.73	62.41	80.59	36.43	56.00
Hispanic	63.78	46.58	67.01	55.55	72.04	56.14	74.39
Asian or Pacific Islander, Non-Hispanic	73.29	60.68	75.02	56.89	73.17	50.28	75.08
Native American, Non-Hispanic	48.00	30.00	57.00	53.00	70.00	65.20	73.00

Note: American Community Survey Data are based on a sample and are subject to sampling variability.

Source: AFFHT Data Table 12; Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA

Table 38: Opportunity Indicators, by Race/Ethnicity – City of Salinas

County of Monterey	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Population							
White, Non-Hispanic	45.21	19.58	41.04	54.63	63.97	49.24	61.29
Black, Non-Hispanic	41.43	18.23	35.97	55.80	64.51	45.24	62.70
Hispanic	30.67	16.68	27.90	58.15	66.43	38.34	58.19
Asian or Pacific Islander, Non-Hispanic	46.66	20.35	39.38	53.77	61.25	44.08	65.64
Native American, Non-Hispanic	38.39	18.84	35.08	56.20	64.66	42.50	61.38
Population below federal poverty line							
White, Non-Hispanic	40.12	19.55	37.59	55.77	67.35	54.12	57.56
Black, Non-Hispanic	43.67	18.40	32.49	53.20	61.99	40.20	68.79
Hispanic	23.39	16.64	25.48	60.43	68.71	35.54	54.66
Asian or Pacific Islander, Non-Hispanic	34.73	14.10	30.89	53.07	65.77	54.97	55.36
Native American, Non-Hispanic	16.65	18.13	28.36	66.02	74.77	29.60	55.90

Note: American Community Survey Data are based on a sample and are subject to sampling variability.

Source: AFFHT Data Table 12; Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA

Table 39: Opportunity Indicators, by Race/Ethnicity – City of Seaside

County of Monterey	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Population							
White, Non-Hispanic	48.08	25.78	43.63	38.61	57.98	38.12	73.94
Black, Non-Hispanic	45.25	23.75	41.47	45.61	58.98	27.32	74.74
Hispanic	34.53	22.45	42.44	48.16	64.60	38.00	71.60
Asian or Pacific Islander, Non-Hispanic	44.07	22.83	40.16	43.74	59.76	38.76	74.10
Native American, Non-Hispanic	41.98	23.92	43.72	44.05	61.12	34.52	73.95
Population below federal poverty line							
White, Non-Hispanic	49.07	26.13	40.72	35.14	57.20	43.82	73.28
Black, Non-Hispanic	42.84	25.20	44.98	49.07	60.27	18.27	74.43
Hispanic	30.96	22.35	45.56	51.17	66.65	36.72	72.07
Asian or Pacific Islander, Non-Hispanic	37.91	21.41	45.75	50.50	63.22	27.25	75.25
Native American, Non-Hispanic	38.63	23.12	34.29	43.09	61.87	44.86	67.55

Note: American Community Survey Data are based on a sample and are subject to sampling variability.

Source: AFFHT Data Table 12; Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA

Chapter 4

Lending Practices

A key aspect of fair housing choice is equal access to credit for the purchase or improvement of a home, particularly in light of the recent tightening of lending/credit markets. This chapter reviews the lending practices of financial institutions and the access to financing for all households, particularly minority households and those with lower incomes. Lending patterns in lower and moderate income neighborhoods and areas of minority concentration are also examined. However, publicly available data on lending does not contain detailed information to make conclusive statements of discrimination, but can only point out potential areas of concerns. Furthermore, except for outreach and education efforts, a local jurisdiction's ability to influence lending practices is limited. Such practices are largely governed by national policies and regulations.

A. Background

1. Legislative Protection

The Community Reinvestment Act (CRA) in 1977 and the subsequent Home Mortgage Disclosure Act (HMDA) were designed to improve access to credit for all members of the community and hold the lender industry responsible for community lending.

Community Reinvestment Act and Home Mortgage Disclosure Act

The CRA is intended to encourage regulated financial institutions to help meet the credit needs of their entire communities, including lower- and moderate-income neighborhoods. Depending on the type of institution and total assets, a lender may be examined by different supervising agencies for its CRA performance. However, the CRA rating is an overall rating for an institution and does not provide insights regarding the lending performance at specific locations by the institution.

Home Mortgage Disclosure Act

In tandem with the CRA, the HMDA requires lending institutions to make annual public disclosures of their home mortgage lending activity. Under HMDA, lenders are required to disclose information on the disposition of home loan applications and on the race or national origin, gender, and annual income of loan applicants. HMDA data provide some insight into the lending patterns that exist in a community. However, HMDA data are only an indicator of potential problems; the data cannot be used to conclude definite redlining or discrimination practices due to the lack of detailed information on loan terms or specific reasons for denial.

Conventional versus Government-Backed Financing

Conventional financing involves market-rate loans provided by private lending institutions such as banks, mortgage companies, savings and loans, and thrift institutions. To assist lower and moderate income households that may have difficulty in obtaining home mortgage financing in the private market, due to income and equity issues, several government agencies offer loan products that have

below market rate interests and are insured (“backed”) by the agencies. Sources of government-backed financing include loans insured by the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), California Housing Finance Agency (CalHFA), and the Rural Housing Services/Farm Service Agency (RHA/FSA). Often, government-backed loans are offered to the consumers through private lending institutions. Local programs such as first-time homebuyer and rehabilitation programs are not subject to HMDA reporting requirements.

Financial Stability Act

The Financial Stability Act of 2009 established the Making Home Affordable Program, which assists eligible homeowners who can no longer afford their home with mortgage loan modifications and other options, including short sale or deed-in-lieu of foreclosure. The program is targeted toward homeowners facing foreclosure and homeowners who are unemployed or “underwater” (i.e., homeowners who owe more on their mortgage than their home is worth).

Helping Families Save Their Homes Act

The Helping Families Save Their Homes Act was passed by Congress in May 2009 and expands the Making Home Affordable Program. This Act includes provisions to make mortgage assistance and foreclosure prevention services more accessible to homeowners and increases protections for renters living in foreclosed homes. It also establishes the right of a homeowner to know who owns their mortgage and provides over two billion dollars in funds to address homelessness. Under this bill, tenants also have the right to stay in their homes after foreclosure for 90 days or through the term of their lease.

Fraud Enforcement and Recovery Act

The Fraud Enforcement and Recovery Act (FERA) enhances the criminal enforcement of federal fraud laws by strengthening the capacity of federal prosecutors and regulators to hold accountable those who have committed fraud. FERA amends the definition of a financial institution to include private mortgage brokers and non-bank lenders that are not directly regulated or insured by the federal government, making them liable under federal bank fraud criminal statutes. The law also makes it illegal to make a materially false statement or to willfully overvalue a property in order to manipulate the mortgage lending business.

B. Overall Lending Patterns

1. Data and Methodology

The availability of financing affects a person’s ability to purchase or improve a home. Under the Home Mortgage Disclosure Act (HMDA), lending institutions are required to disclose information on the disposition of loan applications by the income, gender, and race of the applicants. This applies to all loan applications for home purchases, improvements and refinancing.

HMDA data are submitted by lending institutions to the FFIEC. Certain data is available to the public via the FFIEC site either in raw data format or as pre-set printed reports. The analyses of HMDA data presented in this AI were conducted using Lending Patterns™. Lending Patterns is a web-based data exploration tool that analyzes lending records to produce reports on various aspects

of mortgage lending. It analyzes HMDA data to assess market share, approval rates, denial rates, low/moderate income lending, and high-cost lending, among other aspects.

2. Summary of Loan Disposition

Table 40 summarizes the disposition of loan applications submitted to financial institutions in 2017 (the most recent HMDA data available) for home purchase, refinance, and home improvement loans in Monterey County. Approval rates in the County varied by community in 2017 and ranged from 54 percent in Greenfield to 64 percent in Monterey. Countywide, approximately 62 percent of all loan applications were approved and 16 percent were denied. About 22 percent of applications were withdrawn or closed for incompleteness.

Table 40: Disposition of Home Loans (2017)				
Loan Type	Total Applicants	Percent Approved	Percent Denied	Percent Other
Del Rey Oaks				
Government-Backed Purchase	4	50.0%	0.0%	50.0%
Conventional Purchase	16	87.5%	0.0%	12.5%
Refinance	47	63.8%	12.8%	23.4%
Home Improvement	7	57.1%	14.3%	28.6%
Total	74	67.6%	9.5%	23.0%
Greenfield				
Government-Backed Purchase	11	100.0%	--	--
Conventional Purchase	18	72.2%	16.7%	11.1%
Refinance	185	48.6%	22.2%	29.2%
Home Improvement	14	64.3%	14.3%	21.4%
Total	228	53.9%	20.2%	25.9%
Gonzales				
Government-Backed Purchase	29	75.9%	17.2%	6.9%
Conventional Purchase	17	64.7%	23.5%	11.8%
Refinance	43	44.2%	30.2%	25.6%
Home Improvement	5	--	80.0%	20.0%
Total	94	55.3%	27.7%	17.0%
Monterey				
Government-Backed Purchase	49	65.3%	12.2%	22.4%
Conventional Purchase	422	73.2%	7.8%	19.0%
Refinance	599	57.3%	18.9%	23.9%
Home Improvement	70	70.0%	15.7%	14.3%
Total	1,140	64.3%	14.3%	21.4%
Salinas				
Government-Backed Purchase	512	71.9%	13.1%	15.0%
Conventional Purchase	664	70.5%	12.0%	17.5%
Refinance	2,705	57.0%	17.3%	25.7%
Home Improvement	239	51.0%	30.5%	18.4%

Table 40: Disposition of Home Loans (2017)

Loan Type	Total Applicants	Percent Approved	Percent Denied	Percent Other
Total	4,120	60.7%	16.7%	22.6%
Sand City				
Government-Backed Purchase	6	66.7%	16.7%	16.7%
Conventional Purchase	18	61.1%	16.7%	22.2%
Refinance	44	50.0%	25.0%	25.0%
Home Improvement	2	100.0%	--	--
Total	70	55.7%	21.4%	22.9%
Seaside				
Government-Backed Purchase	133	75.2%	6.0%	18.8%
Conventional Purchase	400	75.8%	7.3%	17.0%
Refinance	645	53.5%	19.4%	27.1%
Home Improvement	75	58.7%	18.7%	22.7%
Total	1,253	63.2%	14.0%	22.7%
Monterey County				
Government-Backed Purchase	1,285	72.4%	10.6%	17.0%
Conventional Purchase	3,186	72.0%	10.8%	17.3%
Refinance	7,627	56.1%	18.4%	25.6%
Home Improvement	769	56.8%	23.8%	19.4%
Total	12,867	61.7%	16.0%	22.3%

Source: www.lendingpatterns.com, 2018.

Home Purchase Loans

In Monterey County, 3,186 households applied for conventional home loans in 2017. In general, home purchase loan applications had higher approval rates than other types of residential lending such as refinancing and home improvements. Government-backed home purchase loans also had higher approval rates than conventional loans in most cases, except in Monterey. Among the 1,285 applications for government-backed home purchased loans in the County, 72 percent were approved. In 2017, government-backed purchase loan applications comprised ten percent of all loan applications in the County.

Home Improvement Loans

Historically, home improvement loan applications have a higher rate of denial when compared to home purchase loans. Part of the reason is that an applicant's debt-to-income ratio may exceed underwriting guidelines when the first mortgage is considered with consumer credit balances. Another reason is that many lenders use the home improvement category to report both second mortgages and equity-based lines of credit, even if the applicant's intent is to do something other than improve the home (e.g., pay for a wedding or college). Loans that will not be used to improve the home are viewed less favorably since the owner is divesting in the property by withdrawing accumulated wealth. From a lender's point of view, the reduction in owner's equity represents a higher risk. As shown in Table 40, comparatively few applicants for home improvement loans were filed (about ten to 15 percent of home purchase loans), and the approval rates were generally lower

than home purchase loans. Specifically Salinas and Gonzales had lower approval rates than the countywide average.

Refinancing

Homebuyers will often refinance existing home loans for a number of reasons. Refinancing can allow homebuyers to take advantage of better interest rates, consolidate multiple debts into one loan, reduce monthly payments, alter risk (i.e. by switching from variable rate to fixed rate loans), or free up cash and capital. As shown in Table 40, applications for refinancing represented the most frequent type of financing needed. Approval rates for refinancing were also generally low, around 50 to 65 percent. Seaside, Gonzales, and Greenfield had lower approval rates than countywide average.

C. Lending Patterns by Race/Ethnicity and Income

The federal Fair Housing Act prohibits discrimination in mortgage lending based on race, color, national origin, religion, sex, familial status or handicap (disability). It is, therefore, important to look not just at overall approval and denial rates for a jurisdiction, but also whether or not these rates vary by other factors, such as race/ethnicity.

The applicant pool for mortgage lending should be reflective of the demographics of a municipality. When one racial/ethnic group is overrepresented or underrepresented in the total applicant pool, it could be an indicator of a possible fair housing issue. Such a finding may be a sign that access to mortgage lending is not equal for all individuals. As shown in Table 41, White applicants were overrepresented in the applicant pools in Monterey County, whereas Hispanic applicants were significantly underrepresented.

Table 41: Demographics of Loan Applicants vs. Total Population – Monterey County (2017)			
	Percent of Applicant Pool	Percent of Total Population	Variation (Percentage Points)
White	42.3%	32.9%	+9.4%
Black	1.5%	2.7%	-1.2%
Hispanic	33.2%	55.4%	-22.2%
Asian	5.9%	6.2%	-0.3%

Source: www.lendingpatterns.com, 2018.

In addition to looking at whether access to lending is equal, it is important to analyze lending outcomes for any signs of potential discrimination by race/ethnicity. As discussed above, approval rates for loans generally increased as household income increased; however, lending outcomes should not vary significantly by race/ethnicity among applicants of the same income level.

Table 42 below summarizes lending outcomes by race/ethnicity and income in Monterey County. In general, approval rate increased as income of the applicant increased for White and Hispanic applicants. For two other minority groups – Asians and Blacks – approval rate was higher at the low income level than at the moderate income level. A number of factors may explain this pattern - limited loan applications from Black and Asian households means that the results may not be representative; and low income households may be purchasing/refinancing much smaller/less expensive homes.

In comparison, the disparities appeared to be more exaggerated statewide. For example, in California, the approval rate for upper income Asians (66 percent) was almost ten percentage points higher than Hispanic applicants in the same income level (57 percent).

Table 42: Lending Patterns by Race/Ethnicity and Income – Monterey County (2017)			
	Approved	Denied	Withdrawn/ Incomplete
White			
Low (0-49% AMI)	37.6%	35.2%	27.2%
Moderate (50-79% AMI)	46.4%	30.7%	22.9%
Middle (80-119% AMI)	62.0%	16.3%	21.7%
Upper (≥120% AMI)	68.1%	11.3%	20.5%
Black			
Low (0-49% AMI)	50.0%	50.0%	0.0%
Moderate (50-79% AMI)	36.4%	36.4%	27.3%
Middle (80-119% AMI)	36.4%	36.4%	27.3%
Upper (≥120% AMI)	65.9%	15.4%	18.7%
Hispanic			
Low (0-49% AMI)	35.1%	41.1%	23.8%
Moderate (50-79% AMI)	49.3%	25.9%	24.8%
Middle (80-119% AMI)	61.1%	17.2%	21.8%
Upper (≥120% AMI)	63.7%	16.0%	20.4%
Asian			
Low (0-49% AMI)	52.9%	17.6%	29.4%
Moderate (50-79% AMI)	37.5%	34.4%	28.1%
Middle (80-119% AMI)	63.3%	10.0%	26.7%
Upper (≥120% AMI)	64.3%	13.2%	22.4%

Source: www.lendingpatterns.com, 2018.

D. Lending Patterns by Census Tract Characteristics

To identify potential geographic differences in mortgage lending activities, an analysis of the HMDA data was conducted by census tract. Based on the Census, HMDA classifies census tracts by the following income levels:⁵

- Low Income Tract – Tract Median Income ≤ 49 percent AMI
- Moderate Income Tract – Tract Median Income between 50 and 79 percent AMI
- Middle Income Tract – Tract Median Income between 80 and 119 percent AMI
- Upper Income Tract – Tract Median Income ≥ 120 percent AMI

⁵ These income definitions are different from those used by HUD to determine Low and Moderate Income Areas.

In addition, HMDA also classifies census tracts by percentage of minority (non-White) population:

- Substantially Minority – Tract with more than 50 percent non-White population
- Not Substantially Minority – Tract with less than 50 percent non-White population

Table 43 summarizes the countywide loan approval and denial rates by census tract income level and minority status in 2017. As shown, the majority of the loan applications were made in upper income census tracts and the approval rate increased as the tract income level increased. Given racial/ethnic composition of County residents, 63 percent of the loan applications were made in census tracts that are considered substantially minority. Approval rate was also slightly higher in tracts that are not substantially minority. Combined, tracts that are not low and moderate income and/or not substantially minority had a slightly better chance of getting loan approvals.

Table 43: Outcomes Based on Census Tract Income – Monterey County (2017)								
	Total Applicants		Approved		Denied		Other	
	#	%	#	%	#	%	#	%
Tract Income Level								
Low	126	1.0%	66	52.4%	28	22.2%	32	25.4%
Moderate	2,092	16.3%	1,214	58.0%	378	18.1%	500	23.9%
Middle	4,777	37.1%	2,971	62.2%	765	16.0%	1,041	21.8%
Upper	5,840	45.4%	3,674	62.9%	884	15.1%	1,282	22.0%
NA	32	0.3%	11	34.4%	8	25.0%	13	40.6%
Minority Concentration								
Substantially Minority	8,106	63.0%	4,884	60.3%	1,376	17.0%	1,846	22.8%
Not Substantially Minority	4,733	36.8%	3,044	64.3%	680	14.4%	1,009	21.3%
Combined Characteristics								
Low/Moderate Income and/or Substantially Minority	8,106	63.0%	4,884	60.3%	1,376	17.0%	1,846	22.8%
All Other Census Tracts	4,761	37.0%	3,052	64.1%	687	14.4%	1,022	21.5%
Total	12,867	100.0%	7,936	61.7%	2,063	16.0%	2,868	22.3%

Source: www.lendingpatterns.com, 2018.

E. Major Lenders

Table 44 summarizes the top ten lenders in Monterey County in 2017, as well as their underwriting outcomes. These ten lenders received a combined 40 percent market share. Wells Fargo was the clear top lender in the County, with its share being doubled that of the second lender Quicken Loans.

Loan approval rates varied significantly among the top lenders. Approval rate for Wells Fargo was on par with the countywide average. However, Nationstar (now dba Mr. Cooper), the fourth top lender in terms of applications received, approved only 24 percent of the applicants. On the other end of the spectrum was American Pacific Mortgage, which approved 81 percent of the applicants. Such a range of discrepancies may be a reason for concern if these lenders targeted specific populations. As shown in Table 45, the primary clientele for Bay Equity and Finance of America Mortgage in 2017 was Hispanic applicants. Of the 243 loan applications received by Bay Equity in

2017, 82 percent were from Hispanic applicants. Similarly, over 70 percent of the loan applications received by Finance of America Mortgage were from Hispanic applicants. For Asian applicants, Bank of America and Caliber Home Loans were the top lenders. Caliber Home Loans and Nationstar Mortgage had the highest percentage of loan applications from Black applicants. However, Nationstar also had the lowest loan approval rates among the top lenders.

Table 44: Top Lenders – Monterey County (2017)				
	Overall Market Share	Approved	Denied	Withdrawn or Closed
Wells Fargo Bank	10.1%	57.3%	24.5%	18.2%
Quicken Loans, Inc.	5.1%	68.4%	24.7%	6.9%
Finance of America Mortgage	4.5%	74.2%	6.4%	19.4%
Nationstar Mortgage	3.9%	24.0%	17.4%	58.7%
JP Morgan Chase Bank	3.8%	66.3%	17.3%	16.5%
Bank of America	3.1%	66.8%	16.1%	17.1%
Shore Mortgage	3.0%	78.5%	7.8%	13.7%
Summit Funding	2.5%	70.1%	4.3%	25.6%
American Financial Network	2.2%	63.2%	1.8%	35.1%
American Pacific Mortgage	2.2%	81.0%	6.0%	13.0%
Other Lenders	59.6%	55.0%	16.2%	28.7%
All Lenders	100.0%	58.2%	16.0%	25.7%

Source: www.lendingpatterns.com, 2018.

Table 45: Top Lenders by Race/Ethnicity of Applicant – Monterey County (2017)					
Black		Hispanic		Asian	
Lender	% of Total Applicants	Lender	% of Total Applicants	Lender	% of Total Applicants
Caliber Home Loans	3.3%	Bay Equity	81.9%	Bank of America	8.9%
Nationstar Mortgage	2.4%	Finance of America Mortgage	70.4%	Caliber Home Loans	8.6%
Paramount Equity Mortgage	2.2%	Shore Mortgage	47.4%	Loandepot.com	6.6%
American Financial Network	1.8%	Nationstar Mortgage	40.3%	Nationstar Mortgage	6.4%
JP Morgan Chase Bank	1.6%	Wells Fargo Bank	39.2%	Summit Funding	5.9%
Bay Equity	1.6%	Caliber Home Loans	36.4%	Wells Fargo Bank	5.6%
Loandepot,cin	1.6%	American Financial Network	35.1%	JP Morgan Chase Bank	4.9%
Summit Funding	1.5%	JP Morgan Chase Bank	31.1%	American Financial Network	4.9%
Shore Mortgage	1.3%	Paramount Equity Mortgage	30.2%	Quicken Loans	4.8%
RMR Financial	1.3%	American Pacific Mortgage	29.2%	Shore Mortgage	4.1%

Source: www.lendingpatterns.com, 2018.

F. Subprime Lending

According to the Federal Reserve, “prime” mortgages are offered to persons with excellent credit and employment history and income adequate to support the loan amount. “Subprime” loans are loans to borrowers who have less-than-perfect credit history, poor employment history, or other factors such as limited income. By providing loans to those who do not meet the critical standards for borrowers in the prime market, subprime lending can and does serve a critical role in increasing levels of homeownership. Households that are interested in buying a home but have blemishes in their credit record, insufficient credit history, or non-traditional income sources, may be otherwise unable to purchase a home. The subprime loan market offers these borrowers opportunities to obtain loans that they would be unable to realize in the prime loan market.

Subprime lenders generally offer interest rates that are higher than those in the prime market and often lack the regulatory oversight required for prime lenders because they are not owned by regulated financial institutions. In the recent past, however, many large and well-known banks became involved in the subprime market either through acquisitions of other firms or by initiating subprime loans directly. Though the subprime market usually follows the same guiding principles as the prime market, a number of specific risk factors are associated with this market.

Subprime lending can both impede and extend fair housing choice. On the one hand, subprime loans extend credit to borrowers who potentially could not otherwise finance housing. The increased access to credit by previously underserved consumers and communities contributed to record high levels of homeownership among minorities and lower income groups. On the other hand, these loans left many lower income and minority borrowers exposed to default and foreclosure risk. Since foreclosures destabilize neighborhoods and subprime borrowers are often from lower income and minority areas, mounting evidence suggests that classes protected by fair housing faced the brunt of the recent subprime and mortgage lending market collapse.⁶

While HMDA data does not classify loans as subprime, it does track the interest rate spread on loans. An interest rate spread refers to the difference between two related interest rates. For HMDA data, spread specifically refers to the difference between the annual percentage rate (APR) for a loan and the yield on a comparable-maturity Treasury security.

Table 46: Reported Spread on Loans by Race/Ethnicity – Monterey County (2011-2017)				
	Frequency of Spread		Average Spread	
	2011	2017	2011	2017
White	1.17%	2.32%	2.58%	2.67%
Black	4.17%	1.90%	4.20%	1.96%
Hispanic	2.23%	5.05%	2.84%	2.14%
Asian	0.64%	2.41%	2.61%	3.04%

Source: www.lendingpatterns.com, 2018.

⁶ Association of Community Organizations for Reform Now. September 2007. “Foreclosure Exposure: A Study of Racial and Income Disparities in Home Mortgage Lending in 172 American Cities.”

As shown in Table 46, the frequency of loans with reported spread increased significantly between 2011 and 2017 for all groups except for Blacks. However, the number of loan applications filed by Black households was limited. Specifically, in 2011, 2.23 percent of the loan applications by Hispanic applicants were offered subprime loan. In 2017, the proportion increased to 5.05 percent, more than doubled. The magnitude of the spread increased for Whites and Asians, but decreased significantly for Hispanics. Therefore, while more Hispanics were being offered subprime loans, the rate differences were narrower than in 2011.

Chapter 5

Public Policies

Public policies established at the federal, state, and local levels can affect housing development and therefore may have an impact on the range and location of housing choices available to residents. Fair housing laws are designed to encourage an inclusive living environment and active community participation. An assessment of public policies and practices enacted by jurisdictions within the Collaborating Entities can help determine potential impediments to fair housing opportunity. This section presents an overview of government regulations, policies, and practices enacted by each of the jurisdictions that may impact fair housing choice.

The General Plan of a jurisdiction establishes a vision for the community and provides long-range goals and policies to guide the development in achieving that vision. Two of the seven State-mandated General Plan elements – Housing and Land Use Elements – have direct impact on the local housing market in terms of the amount and range of housing choice. The Zoning Ordinance, which implements the Land Use Element, is another important document that influences the amount and type of housing available in a community – the availability of housing choice.

A. Housing Element Law and Compliance

As one of the State-mandated elements of the local General Plan, the Housing Element is the only element with specific statutory requirements and is subject to review by the State Department of Housing and Community Development (HCD) for compliance with State law. Housing Element law requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that, for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development. Specifically, the Housing Element must:

- Identify adequate sites which will be made available through appropriate zoning and development standards and with services and facilities needed to facilitate and encourage the development of a variety of types of housing for all income levels in order to meet the community's housing goals;
- Assist in the development of adequate housing to meet the needs of low- and moderate-income households;
- Address, and where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing;
- Conserve and improve the condition of the existing affordable housing stock; and
- Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, disability, sexual orientation, gender identification, or any other arbitrary factor.

Compliance Status

A Housing Element found by HCD to be in compliance with State law is presumed to have adequately addressed its policy constraints. According to HCD, as of January 2019, the Housing Element compliance status among Monterey County jurisdictions is as follows:

In Compliance

Carmel-by-the Sea
Gonzales
Greenfield
King City
Monterey
Pacific Grove
Salinas
Sand City
Soledad
Monterey County

Out of Compliance

Del Rey Oaks
Marina
Seaside

The City of Seaside updated the Housing Element as part of the comprehensive General Plan update. The HCD-reviewed Draft Housing Element received a Finding of Substantial Compliance from HCD in December 2017, pending adoption of the Housing Element. However, adoption of the General Plan has been delayed due to the environmental clearance process, subsequently delaying the adoption of the Housing Element. As of February 2019, Seaside has initiated a process to pursue adoption of the Seaside Housing Element independent of the overall General Plan process. The City of Del Rey Oaks has not yet submitted a draft Housing Element for the fifth cycle update for HCD review.

It should be noted that the cities of Carmel, King, Marina, Pacific Grove, and Soledad are not Collaborating Entities of this Regional AI. These are small communities not eligible as Entitlement Jurisdictions to receive funding directly from HUD and do not participate in the Urban County program.

B. Land Use Element

The Land Use Element of a General Plan designates the general distribution, location, and extent of uses for land planned for housing, business, industry, open space, and public or community facilities. As it applies to housing, the Land Use Element establishes a range of residential land use categories, specifies densities (typically expressed as dwelling units per acre [du/ac]), and suggests the types of housing appropriate in a community. Residential development is implemented through the zoning districts and development standards specified in the jurisdiction's zoning ordinance.

Residential Densities

A number of factors, governmental and non-governmental, affect the supply and cost of housing in a local housing market. The governmental factor that most directly influences these market conditions is the allowable density range of residentially designated land. In general, higher densities allow developers to take advantage of economies of scale, reduce the per-unit cost of land and improvements, and reduce developments costs associated with new housing construction.

Reasonable density standards ensure the opportunity for higher-density residential uses to be developed within a community, increasing the feasibility of producing affordable housing. Minimum required densities in multi-family zones ensure that land zoned for multi-family use, the supply of which is often limited, will be developed as efficiently as possible for multi-family uses.

Table 47 presents a summary of allowable densities by land use type within the Collaborating Entities. All communities offer a range of residential densities that allow single-family and multi-family housing. Salinas and Seaside, through specific plans and mixed use zoning, offer the highest residential densities of over 50 units per acre.

Table 47: Typical Land Use Categories & Permitted Density by Jurisdiction

Generalized Land Use (By Density)	Density Range (du/ac)	Typical Residential Type	Monterey	Salinas	Seaside	Del Rey Oaks	Gonzales	Greenfield	Sand City	County
Single-family										
Low	<3.1	Single-family homes on large lots	■	---	■	■	■	■	■	■
Medium	3.1-6.0	Single-family homes on medium-sized lots	■	■	■	■	■	■	■	■
High	6.1-14.0	Smaller single-family homes	■	■	■	■	■	■	■	■
Multiple-family										
Low	6.1-16.0	Town homes, duplexes, condominiums, and small single-story apartments	■	■	■	■	■	■	■	■
Medium	16.1-20.0	One and two-story apartment complexes	■	■	■	*	■	■	■	■
High	20.1-30.0	Two and three-story apartment complexes	■	■	■		■	---	■	■

Note: This table represents a summary of typical land use categories, as defined by density. These categories are not necessarily representative of a specific jurisdiction's General Plan Land Use categories. Instead, they are meant to provide an overview of the type of land uses and densities permitted in that jurisdiction. The squares identify a jurisdiction as supporting land use densities within the identified range (according to the General Plan's Land Use Element). However, a jurisdiction's land use category might not include all the densities listed in that range. For example, the "NR High" land use sub-designation in the City of Gonzales supports densities between 15 and 24 du/ac, so the Multiple-family Low, Medium, and High categories are checked since the range covers all three categories.

*Zoning Ordinance allows up to 18 du/ac in the "D" zone with CUP.

Sources:

City of Monterey General Plan, 2005

City of Salinas General Plan, 2002

City of Seaside General Plan, 2003

City of Del Rey Oaks General Plan Land Use Element, 1997

City of Gonzales General Plan Land Use Element, 2011.

City of Greenfield General Plan, 2005

City of Sand City General Plan, 2002

County of Monterey General Plan Land Use Element, 2010.

C. Zoning Ordinance

The Zoning Ordinance implements the General Plan by establishing zoning districts that correspond with General Plan land use designations. Development standards and permitted uses in each zoning district are specified to govern the density, type, and design of different land uses for the protection of public health, safety, and welfare (Government Code, Sections 65800-65863). Several aspects of the Zoning Ordinance that may affect a person's access to housing or limit the range of housing choices available are described below.

As part of the Housing Element update, jurisdictions are required to evaluate their land use policies, zoning provisions, and development regulations, and make proactive efforts to mitigate any constraints identified. The following review is based on the current Zoning Ordinances as of the writing of this AI (see Table 48).

Accessory Dwelling Units (ADU)

In recent years, State law on accessory dwelling units (formerly known as secondary units) has gone through major changes. Most communities have not revised their Zoning Codes to reflect the new State law. The existing second unit ordinances have become null and void in 2017. Communities either adopt their own ordinance in compliance with new State law, or State law preempts local ordinances. Among the Collaborating Entities, only Monterey, San City, and Salinas had adopted an ADU ordinance and submitted for HCD review as required.

Definition of Family

A community's Zoning Ordinance can potentially restrict access to housing for households failing to qualify as a "family" by the definition specified in the Zoning Ordinance. For instance, a landlord may refuse to rent to a "nontraditional" family based on the zoning definition of a family. A landlord may also use the definition of a family as an excuse for refusing to rent to a household based on other hidden reasons, such as household size. Even if the code provides a broad definition, deciding what constitutes a "family" should be avoided by jurisdictions to prevent confusion or give the impression of restrictiveness.

California court cases⁷ have ruled that a definition of "family" that: 1) limits the number of persons in a family; 2) specifies how members of the family are related (i.e. by blood, marriage or adoption, etc.), or 3) a group of not more than a certain number of unrelated persons as a single housekeeping unit, is invalid. Court rulings stated that defining a family does not serve any legitimate or useful objective or purpose recognized under the zoning and land planning powers of the jurisdiction, and therefore violates rights of privacy under the California Constitution. A Zoning Ordinance also cannot regulate residency by discrimination between biologically related and unrelated persons. Furthermore, a zoning provision cannot regulate or enforce the number of persons constituting a family. All the Collaborating Entities, except for Del Rey Oaks, either do not have a definition of family in their Zoning Code or the definition is inclusive and does not serve to impede housing choice.

⁷ City of Santa Barbara v. Adamson (1980), City of Chula Vista v. Pagard (1981), among others.

Residential Care Facilities

The Lanterman Developmental Disabilities Services Act (Sections 5115 and 5116 of the California Welfare and Institutions Code) declares that mentally and physically disabled persons are entitled to live in normal residential surroundings and that the use of property for the care of six or fewer disabled persons is a residential use for zoning purposes. A state-authorized, certified, or licensed family care home, foster home, or group home serving six or fewer persons with disabilities or dependent and neglected children on a 24-hour-a-day basis is considered a residential use that is permitted in all residential zones. No local agency can impose stricter zoning or building and safety standards on these homes (commonly referred to as “group” homes) of six or fewer persons with disabilities than are required of the other permitted residential uses in the zone. The Lanterman Act covers only licensed residential care facilities. Del Rey Oaks does not have provisions for residential care facilities of any size in its Zoning Ordinance. The Gonzales Housing Element and Seaside Housing Element indicate that zoning amendments would be required to make provisions for residential care facilities. Such amendments have not been completed.

Emergency Shelters

An emergency shelter provides housing with minimal supportive services for homeless persons and is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay (Health and Safety Code Section 50801[e]). State law requires jurisdictions to identify adequate sites for housing which will be made available through appropriate zoning and development standards to facilitate and encourage the development of a variety of housing types for all income levels, including emergency shelters and transitional housing (Government Code Section 65583[c][1]). Changes to State law (SB 2) in 2008, require that local jurisdictions make provisions in the zoning code to permit emergency shelters by right and with a ministerial approval process in at least one zoning district where adequate capacity is available to accommodate at least one year-round shelter. Local jurisdictions however, may establish limited and objective standards to regulate the development of emergency shelters.

All Collaborating Entities, except for Del Rey Oaks, have completed the zoning revisions necessary to permit emergency shelters for the homeless by right in at least one zone. However, the County’s ordinance includes a distance requirement – within 2,500 feet of an existing transit station – that is not allowed under State law. While the distance requirement was established with good intentions, State law allows only one distance requirement for the siting of emergency shelters for the homeless – a 300-foot separation from another similar facility.

Transitional and Supportive Housing

State law (SB 2) requires local jurisdictions to address the provisions for transitional and supportive housing. Under Housing Element law, transitional housing means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance (California Government Code Section 65582(h)).

Supportive housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her

ability to live and, when possible, work in the community. Target population means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people (California Government Code Sections 65582(f) and (g)).

Pursuant to SB 2, transitional and supportive housing constitutes a residential use and therefore local governments cannot treat it differently from other types of residential uses (e.g., requiring a use permit when other residential uses of similar function do not require a use permit). The County of Monterey and Gonzales allows transitional and supportive housing by right in residential zones, subject to the same development standards and permitting processes as other residential uses; however, the County of Monterey and City of Gonzales do not allow transitional or supportive housing in its agriculture zones, where single-family housing is allowed. Del Rey Oaks, Seaside and Sand City have yet to amend the Zoning Codes to address the provision of transitional and supportive housing.

Single-Room Occupancy (SRO)

AB 2634 amending the State Housing Element law also mandates that local jurisdictions address the provision of housing options for Extremely Low income households. SRO units are small, one-room units intended for occupancy by a single individual. California HCD considers SRO units to be a suitable housing type to meet the needs of Extremely Low income individuals. It is distinct from a studio or efficiency unit in that each is a one-room unit that must contain a kitchen and bathroom. Although SRO units are not required to have a kitchen or bathroom, many SROs have one or the other. SRO units are one of the most traditional forms of affordable private housing for lower income individuals, including seniors and persons with disabilities. These protected classes are required to have suitable housing options and SROs provide these options. Del Rey Oaks, Seaside, Greenfield, and Sand City have yet to amend the Zoning Codes to address the provision of SRO housing.

Farm Employee Housing

The California Employee Housing Act requires that housing for six or fewer employees be treated as a regular residential use. The Employee Housing Act further defines housing for agricultural workers consisting of 36 beds or 12 units as an accessory agricultural use in agricultural zones, subject to the same permit process as the primary agricultural use.

Currently, Del Rey Oaks and Gonzales do not have provisions in the Zoning Code that treat housing for six or fewer employees as a regular residential use. Gonzales also allows commercial agricultural operations; however, its Zoning Code does not treat farm employee housing consistent with the Employee Housing Act. Monterey and Greenfield do not have provisions for employee housing or farm employee housing in the Zoning Codes. Del Rey Oaks does not allow commercial agriculture operations and therefore does not require provisions for farm employee housing. Seaside's Zoning Code addresses farmworker housing but not employee housing.

Reasonable Accommodation

Under State and federal law, local governments are required to “reasonably accommodate” housing for persons with disabilities when exercising planning and zoning powers. Jurisdictions must grant variances and zoning changes if necessary to make new construction or rehabilitation of housing for persons with disabilities feasible but are not required to fundamentally alter their Zoning Ordinance.

Although most local governments are aware of State and Federal requirements to allow reasonable accommodations, if specific policies or procedures are not adopted by a jurisdiction or a jurisdiction requires a public hearing or discretionary decision, residents with disabilities may be unintentionally displaced or discriminated against. Del Rey Oaks, Seaside and Greenfield have yet to establish specific policies for reasonable accommodation.

Table 48: Zoning Provisions for Special Needs Housing								
	Monterey	Salinas	Seaside	Del Rey Oaks	Greenfield	Gonzales	Sand City	County
Accessory Dwelling Unit	✓	✓	*	*	*	*	✓	*
Definition of Family	✓	✓	✓	*	✓	✓	✓	✓
Emergency Shelters	✓	✓	✓	*	✓	✓	✓	*
Transitional Housing	✓	✓	*	*	✓	*	*	*
Supportive Housing	✓	✓	*	*	✓	*	*	*
Residential Care Facilities	✓	✓	*	*	✓	*	✓	✓
Single Room Occupancy	✓	✓	*	*	*	✓	*	✓
Farmworker Housing	*	✓	✓	*	*	*	✓	✓
Employee Housing	*	✓	*	*	*	*	✓	✓
Reasonable Accommodation	✓	✓	*	*	*	✓	✓	✓

✓ = Compliant with laws

* = Potential issues or not addressed in Zoning

Chapter 6

Fair Housing Profile

This chapter provides an overview of the institutional structure of the housing industry with regard to fair housing practices. In addition, this chapter discusses the fair housing services available to residents in the County, as well as the nature and extent of fair housing complaints received by the fair housing provider(s). Typically, fair housing services encompass the investigation and resolution of housing discrimination complaints, discrimination auditing/testing, and education and outreach, including the dissemination of fair housing information. Tenant/landlord counseling services are usually offered by fair housing service providers but are not considered fair housing services.

A. Fair Housing Practices in the Homeownership Market

Part of the American dream involves owning a home in the neighborhood of one's choice. Not all Americans, however, have always enjoyed equal access to homeownership due to credit market distortions, “redlining,” steering, and predatory lending practices.

1. The Homeownership Process

The following discussions describe the process of homebuying and likely situations when a person/household may encounter housing discrimination. However, much of this process occurs in the private housing market over which local jurisdictions have little control or authority to regulate. The recourse lies in the ability of the contracted fair housing service providers in monitoring these activities, identifying the perpetrators, and taking appropriate reconciliation or legal actions.

Advertising

The first thing a potential buyer is likely to do when they consider buying a home is search advertisements either in magazines, newspapers, or the Internet to get a feel for what the market offers. Advertisements cannot include discriminatory references such as the use of words describing:

- Current or potential residents;
- Neighbors or the neighborhood in racial or ethnic terms;
- Adults preferred (except for senior or active adult living);
- Perfect for empty nesters;
- Conveniently located by a Catholic Church; or
- Ideal for married couples without kids.

In November 2018, approximately, 1,400 homes were listed on for sale in Monterey County on Realtro.com. A random sample of 127 listings were reviewed, and 16 listings included references to something other than the physical description of the available home and amenities and services

included (Table 49). Fifteen of the advertisements were targeted specifically at families, one ad was targeted toward someone with a particular income level.

Table 49: Potentially Discriminatory Language in Listings of For-Sale Homes		
Discrimination Type	Number of Listings	Potentially Discriminatory Language*
No Discriminatory Language	111	n/a
Income Related	1	For the executive who wants a quality living space or anybody who wants a property showing pride of ownership
Household Size/ Family Related	15	- Near School And Close To The New Starbucks In Greenfield - This is perfect for Tool Box Tony and not for Bulldozer Bill - Cesar Chavez Elementary School - Plenty of room for kid and pets

Source: www.realtor.com, accessed November 2018.

*Examples are direct quotes from the listings (including punctuation and emphasis).

Advertising has become a sensitive area in real estate. While real estate advertising can be published in other languages, by law an English version of the ad must also be published. Monitoring this requirement is difficult, if not impossible. Even if an agent does not intend to discriminate in an ad, it would still be considered a violation to suggest to a reader whether a particular group is preferred. Previous litigation has set precedence for violations in advertisements that hold publishers, newspapers, Multiple Listing Services, real estate agents, and brokers accountable for discriminatory ads.

Lending

Initially, buyers must find a lender that will qualify them for a loan. This part of the process entails an application, credit check, ability to repay, amount eligible for, choosing the type and terms of the loan, etc. Applicants are requested to provide a lot of sensitive information including their gender, ethnicity, income level, age, and familial status. Most of this information is used for reporting purposes required of lenders by the Community Reinvestment Act (CRA) and the Home Mortgage Disclosure Act (HMDA). The previous section of this AI provides a detailed analysis of HMDA data for the Collaborating Entities.

Appraisals

Banks order appraisal reports to determine whether a property is worth the amount of the loan they will be giving. Generally speaking, appraisals are based on the comparable sales of properties within the neighborhood of the property being appraised. Other factors are taken into consideration, such as the age of the structure, any improvements made, location, general economic influences, etc.

Real Estate Agents

Real estate professionals may act as agents of discrimination. Some unintentionally, or possibly intentionally, may steer a potential buyer to particular neighborhoods by encouraging the buyer to look into certain areas; others may choose not to show the buyer all choices available. Agents may also discriminate by whom they agree to represent, whom they turn away, and the comments they make about their clients.

The California Association of REALTORS® (CAR) has included language on many standard forms disclosing fair housing laws to those involved. Many REALTOR® Associations also host fair housing trainings/seminars to educate members on the provisions and liabilities of fair housing laws, and the Equal Opportunity Housing Symbol is also printed on all CAR forms as a reminder.

Covenants, Conditions, and Restrictions (CC&Rs)

Covenants, Conditions, and Restrictions (CC&Rs) are restrictive promises that involve voluntary agreements, run with the land they are associated with, and are listed in a recorded Declaration of Restrictions. The Statute of Frauds (Civil Code Section 1624) requires them to be in writing because they involve real property. They must also be recorded in the County where the property is located in order to bind future owners. Owners of parcels may agree amongst themselves as to the restrictions on use but, in order to be enforceable, they must be reasonable.

The California Department of Real Estate reviews CC&Rs for all subdivisions of five or more lots, or condominiums of five or more units. This review is authorized by the Subdivided Lands Act and mandated by the Business Professions Code, Section 11000. The review includes a wide range of issues, including compliance with fair housing law. The review must be completed and approved before the Department of Real Estate will issue a final subdivision public report. This report is required before a real estate broker or anyone can sell the units, and each prospective buyer must be issued a copy of the report. If the CC&Rs are not approved, the Department of Real Estate will issue a “deficiency notice”, requiring the CC&Rs be revised. CC&Rs are void if they are unlawful, impossible to perform or are in restraint on alienation (a clause that prohibits someone from selling or transferring his/her property). However, older subdivisions and condominium/townhome developments may contain illegal clauses which are enforced by the homeowners associations.

Homeowners Insurance Industry

Without insurance, banks and other financial institutions lend less. For example, if a company excludes older homes from coverage, lower income and minority households who can only afford to buy in older neighborhoods may be disproportionately affected. Another example includes private mortgage insurance (PMI). PMI obtained by applicants from Community Reinvestment Act (CRA) protected neighborhoods is known to reduce lender risk. Redlining of lower income and minority neighborhoods can occur if otherwise qualified applicants are denied or encouraged to obtain PMI.⁸

2. National Association of REALTORS® (NAR)

The National Association of REALTORS® (NAR) has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people. The term REALTOR® identifies a licensed professional in real estate who is a member of the NAR; however, not all licensed real estate brokers and salespersons are members of the NAR.

Code of Ethics

Article 10 of the NAR Code of Ethics provides that “REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate

⁸ “Borrower and Neighborhood Racial Characteristics and Financial Institution Financial Application Screening”; Mester, Loretta J; Journal of Real Estate Finance and Economics; 9 241-243; 1994

against any person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin.”

Additionally, Standard of Practice Article 10-1 states that “REALTORS® shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood and shall not engage in any activity which may result in panic selling. REALTORS® shall not print, display or circulate any statement or advertisement with respect to the selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.”

Diversity Certification

NAR has created a diversity certification, “At Home with Diversity: One America” to be granted to licensed real estate professionals who meet eligibility requirements and complete the NAR “At Home with Diversity” course. The certification will signal to customers that the real estate professional has been trained on working with diversity in today’s real estate markets. The coursework provides valuable business planning tools to assist real estate professionals in reaching out and marketing to a diverse housing market. The NAR course focuses on diversity awareness, building cross-cultural skills, and developing a business diversity plan.

3. California Department of Real Estate (DRE)

The California Department of Real Estate (DRE) is the licensing authority for real estate brokers and salespersons. As noted earlier, not all licensed brokers and salespersons are members of the National or California Association of REALTORS®.

The DRE has adopted education requirements that include courses in ethics and in fair housing. To renew a real estate license, each licensee is required to complete 45 hours of continuing education, including three hours in each of the four mandated areas: Agency, Ethics, Trust Fund, and Fair Housing. The fair housing course contains information that will enable an agent to identify and avoid discriminatory practices when providing real estate services to clients.

The law requires, as part of the 45 hours of continuing education, completion of five mandatory three-hour courses in Agency, Ethics, Trust Fund Handling and Fair Housing and Risk Management. These licensees will also be required to complete a minimum of 18 additional hours of courses related to consumer protection. The remaining hours required to fulfill the 45 hours of continuing education may be related to either consumer service or consumer protection, at the option of the licensee.

3. California Association of REALTORS® (CAR)

The California Association of Realtors (CAR) is a trade association of 92,000 realtors statewide. As members of organized real estate, realtors also subscribe to a strict code of ethics as noted above. CAR has recently created the position of Equal Opportunity/Cultural Diversity Coordinator. CAR holds three meetings per year for its general membership, and the meetings typically include sessions on fair housing issues. Current outreach efforts in the Northern California area are directed to underserved communities and state-licensed brokers and sales persons who are not members of the CAR.

B. Fair Housing Practices in the Rental Housing Market

1. Rental Process

Advertising

Rental advertisements should not include discriminatory references. A random sample of 119 rental listings in November 2018 were reviewed. Among these ads, 47 (40 percent of all listings) were found to contain potentially discriminatory language (Table 50). A large portion of the problematic language involves “no pets” policies. Persons with disabilities are one of the protected classes, and apartments must allow “service animals” and “companion animals,” under certain conditions. Service animals are animals that are individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets. Companion animals, also referred to as assistive or therapeutic animals, can assist individuals with disabilities in their daily living and, as with service animals, help disabled persons overcome the limitations of their disabilities and the barriers in their environment.

Persons with disabilities have the right to ask their housing provider to make a reasonable accommodation in a “no pets” policy in order to allow for the use of a companion or service animal. However, in the case of rental ads that specifically state “no pets,” some disabled persons may not be aware of their right to ask for an exception to this rule. A “no pets” policy could, therefore, be interpreted as potentially discriminatory. Of the 119 rental listings surveyed in November 2018, 23 ads (19 percent) included language to specifically ban pets.

A total of 23 ads included potentially discriminatory language based on household size or who will reside in the rental together. For example, a number of these ads used language to target families, especially those with younger children by mentioning the great schools nearby or mentioning that the rental is only available for a single-family occupancy (Table 55).

Table 50: Potentially Discriminatory Language in Rental Listings

Discrimination Type	Number of Listings	Potentially Discriminatory Language ¹
No Discriminatory Language	72	n/a
Disability Related	23	• No pets. • Sorry no animals allowed, please don't ask.
Household Size/ Family Related	23	• Single-family occupancy only. • Perfect for Students and Family Life! • Located in the Pacific Grove Unified School District • Located on a very quiet street. • This home is located near shopping, dining, NPS, DLI, MIIS, parks and schools. • Conveniently located down the street from Washington Middle School, and around the corner from Hartnell College and steps from Salinas High School and YMCA.

Sources: www.zillow.com, accessed November 2018.

Note: Examples are direct quotes from the listings (including punctuation and emphasis).

Responding to Ads

Differential treatment of those responding to advertisements is a growing fair housing concern. In a 2011 study conducted nationally, comprehensive audit-style experiments via email correspondence were used to test for racial discrimination in the rental housing market. This study was particularly unique because it tested for two variables—discrimination based on race *and* social class. By responding to online rental listings using names associated with a particular racial/ethnic group and varying message content grammatically to indicate differing levels of education and/or income (i.e. social class), researchers found that, overall, Blacks continued to experience statistically significant levels of discrimination in the rental housing market. This discrimination was even more pronounced when the housing inquiry was made to look like it originated from a Black individual of a lower social class.⁹

Viewing the Unit

Viewing the unit is the most obvious place where the potential renters may encounter discrimination because landlords or managers may discriminate based on race or disability, or judge on appearance whether a potential renter is reliable or may violate any of the rules.

In a follow up to the study discussed above, researchers developed an experiment to test for subtle discrimination. Subtle discrimination is defined as unequal treatment between groups that occurs but is difficult to quantify, and may not always be identifiable through common measures such as price differences. Researchers found that, in general, landlords replied faster and with longer messages to inquiries made from white names. The study also found that landlords were more likely to use descriptive language, extend invitations to view a unit, invite further correspondence, use polite language, and make a formal greeting when replying to e-mail inquiries from a white home seeker.¹⁰

Credit/Income Check

Landlords may ask potential renters to provide credit references, lists of previous addresses and landlords, and employment history/salary. The criteria for tenant selection, if any, are typically not known to those seeking to rent. Many landlords often use credit history as an excuse when trying to exclude certain groups. Legislation provides for applicants to receive a copy of the report used to evaluate applications.

The study on subtle discrimination mentioned earlier found no statistically significant evidence of discrimination in using language related to fees, asking for employment or rental history, or requesting background information.

The Lease

Typically, the lease or rental agreement is a standard form completed for all units within the same building. However, the enforcement of the rules contained in the lease or agreement may not be standard for all tenants. A landlord may choose to strictly enforce the rules for certain tenants based on arbitrary factors, such as race, presence of children, or disability.

⁹ Hanson, Andrew and Zackary Hawley. May 2011. "Do Landlords Discriminate in the Rental Housing Market? Evidence from an Internet Field Experiment in U.S. cities."

¹⁰ Hanson, Andrew, Zackary Hawley, and Aryn Taylor. September 2011. "Subtle Discrimination in the Rental Housing Market: Evidence from E-mail Correspondence with Landlords."

Lease-related language barriers can impede fair housing choice if landlords and tenants do not speak the same language. In California, applicants and tenants have the right to negotiate lease terms primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean. If a language barrier exists, the landlord must give the tenant a written translation of the proposed lease or rental agreement in the language used in the negotiation before the tenant signs it.¹¹ This rule applies to lease terms of one month or longer and whether the negotiations are oral or in writing.

Security Deposit

A security deposit is typically required. To deter “less-than-desirable” tenants, a landlord may ask for a security deposit higher than for others. Tenants may also face discriminatory treatment when vacating the units. The landlord may choose to return a smaller portion of the security deposit to some tenants, claiming excessive wear and tear. A landlord may also require that persons with disabilities pay an additional pet rent for their service animals, a monthly surcharge for pets, or a deposit, which is also a discriminatory act.

During the Tenancy

During tenancy, the most common forms of discrimination a tenant may face are based on familial status, race, national origin, sex, or disability. Usually this type of discrimination appears in the form of varying enforcement of rules, overly strict rules for children, excessive occupancy standards, refusal to make a reasonable accommodation for handicapped access, refusal to make necessary repairs, eviction notices, illegal entry, rent increases, or harassment. These actions may be used as a way to force undesirable tenants to move on their own without the landlord having to make an eviction.

2. California Apartment Association

The California Apartment Association has developed the California Certified Residential Manager (CCRM) program to provide a comprehensive series of courses geared towards improving the approach, attitude and professional skills of on-site property managers and other interested individuals. The CCRM program consists of 31.5 hours of training that includes fair housing and ethics along with the following nine course topics:

- Preparing the Property for Market
- Professional Leasing Skills and the Application Process
- The Move-in Process, Rent Collection and Notices
- Resident Issues and Ending the Tenancy
- Professional Skills for Supervisors
- Maintenance Management: Maintaining a Property
- Liability and Risk Management: Protecting the Investment
- Fair Housing: It's the Law
- Ethics in Property Management

The CAA supports the intent of all local, State, and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status,

¹¹ California Civil Code Section 1632(b).

sexual orientation, or national origin. Members of the CAA agree to abide by the provisions of their Code for Equal Housing Opportunity.

3. The National Association of Residential Property Managers

The National Association of Residential Property Managers (NARPM) promotes a high standard of property management business ethics, professionalism and fair housing practices within the residential property management field. NARPM is an association of real estate professionals who are experienced in managing single-family and small residential properties. Members of the association adhere to a strict Code of Ethics to meet the needs of the community, which include the following duties:

- Protect the public from fraud, misrepresentation, and unethical practices of property managers.
- Adhere to the Federal Fair Housing statutes.
- Protect the fiduciary relationship of the client.
- Treat all tenants professionally and ethically.
- Manage the property in accordance with the safety and habitability standards of the community.
- Hold all funds received in compliance with state law with full disclosure to the client.

NARPM offers three designations to qualified property managers and property management firms:

1. Residential Management Professional, RMP ®
2. Master Property Manager, MPM ®
3. Certified Residential Management Company, CRMC ®

Various educational courses are offered as part of attaining these designations including the following fair housing and landlord/tenant law courses:

- Ethnicity (required for all members every four years)
- Habitability Standards and Maintenance
- Marketing
- Tenancy
- ADA Fair Housing
- Lead-Based Paint Law

4. Western Manufactured Housing Communities Association

Western Manufactured Housing Communities Association (WMA) is a nonprofit organization created in 1945 for the exclusive purpose of promoting and protecting the interests of owners, operators and developers of manufactured home communities in California. WMA assists its members in the operations of successful manufactured home communities in today's complex business and regulatory environment. WMA has over 1,700 member parks located in all 58 counties of California.

WMA offers a manager accreditation program as well as numerous continuing education opportunities. The Manufactured Home Community Manager (MCM) program is a manager accreditation program that provides information on effective community operations. WMA's industry experts give managers intensive training on law affecting the industry, maintenance standards, HCD inspections, discrimination, mediation, disaster planning, and a full range of other vital subjects.

C. Fair Housing Services

In general, fair housing services include the investigation and resolution of housing discrimination complaints, discrimination auditing and testing, and education and outreach, including the dissemination of fair housing information such as written material, workshops, and seminars. Landlord/tenant counseling is another fair housing service that involves informing landlords and tenants of their rights and responsibilities under fair housing law and other consumer protection legislations as well as mediating disputes between tenants and landlords.

The Collaborating Entities have struggled for many years to retain the services of a professional fair housing service provider. However, due to its geographic location and limited resources, the Collaborating Entities have not been able to offer consistent services due to need to constantly replace service providers. This section reviews the fair housing services available to the Collaborating Entities, the nature and extent of fair housing complaints, and results of fair housing testing/audits.

1. California Rural Legal Assistance

California Rural Legal Assistance (CRLA) is a nonprofit legal service program created to help California's low income individuals and communities. CRLA provides low income rural Californians with free legal assistance and a variety of community education and outreach programs. Half of its resources are committed to multi-client cases that grapple with the root causes of poverty, with the goal of improving conditions for farmworkers, single parents, school children, the elderly, people with disabilities, and entire communities. Specifically, CRLA provides a wide range housing protection including: foreclosure and eviction defense, housing discrimination, substandard housing, farmworker housing, lockout and utility shut-offs by landlords, and rent deposit refunds.

CRLA has a HUD-funded fair housing project providing a range of services to support fair housing and civil rights for rural populations facing housing discrimination. CRLA's work includes investigating violations of state and federal fair housing laws, filing administrative complaints and engaging in affirmative litigation, land use and housing element advocacy, and conducting education, outreach, workshops, and training. CRLA also works with state and local fair housing agencies, local governments, and other non-profits and community based organizations to remedy discrimination in public and private housing markets and to reduce the incidence of practices that perpetuate segregation.

2. Legal Services for Seniors

Legal Services for Seniors (LSS) serves Monterey County residents who are 60 years of age and older. LSS provides the following fair housing related services free of charge to all elderly County residents:

- Aid with most basic counsel and advice issues up to and including full legal representation in the local Superior Court with legal assistance in the areas of:
 - Health care, Medicare, Medi-Cal and private health insurance problems
 - Security, SSI, and private pension problems
 - Housing rights, landlord/tenant disputes, and other housing issues
 - Advanced Health Care Directives and long-term care problems
 - Simple wills
 - Consumer and debt collection problems
 - Guardianships
 - Elder abuse (financial, social, and physical)
- Provides education, training, and assistance to other County agencies and organizations such as Meals on Wheels, Alliance on Aging, and the Ombudsman who can pass along information of the existence of LSS to homebound and other seniors who may not know about the available services.

Between 2013 and 2017, LSS served 8,875 clients in the County. Among their clients, 84 percent were White, five percent were Asian, four percent were Black, and seven percent were other races or declined to answer. Approximately 65 percent of their clients were female-headed households. LSS handles a range of issues for seniors; about 14 percent of the clients requested assistance in housing-related issues including fair housing.

3. ECHO Housing

The Eden Council for Hope and Opportunity (ECHO Housing) was founded in 1964 and incorporated in 1965 by community volunteers dedicated to equal housing opportunities and the prevention and elimination of homelessness. Established as a fair housing agency, ECHO has expanded to a full service housing counseling organization providing services to very low and moderate income clients. ECHO's current service programs include:

- Fair Housing Services serving urban and unincorporated Alameda, Contra Costa, and Monterey Counties, and the Cities of Alameda, Antioch, Concord, Hayward, Livermore, Monterey, Oakland, Pleasanton, Richmond, Salinas, San Leandro, Seaside, Union City, and Walnut Creek;
- Tenant/Landlord Services serving urban and unincorporated Alameda, Contra Costa, and Monterey Counties, and the Cities of Alameda, Hayward, Livermore, Monterey, Pleasanton, Richmond, Salinas, San Leandro, Seaside, Union City, and Walnut Creek;
- Shared Housing Counseling Program serving the Cities of Livermore and Pleasanton;
- Homeless Prevention Program serving the City of Livermore;
- Rental Assistance Program and the Rent/Deposit Grant Program serving Alameda County,
- First-Time Homebuyer Education for those living or working in the Cities of Livermore and Pleasanton; and

- Rent Review and Eviction Harassment Programs for the Cities of Albany, Concord, Emeryville, and Union City; and unincorporated Alameda County.

Fair Housing Service Records

ECHO Housing began providing fair housing services to Monterey, Salinas, and Monterey Urban County residents in FY 2017. Based in the Bay Area, ECHO Housing has established offices in Salinas and Monterey. In one year, each jurisdiction had five clients filing fair housing complaints. The majority were White. Mental disabilities, followed by physical disabilities, were the most frequent alleged bases for discrimination. Among the 15 cases, however, only five allegations were sustained. Three of those were resolved through conciliation but two were referred to other agencies such as the DFEH and HUD.

Table 51: Clients Served by Race – ECHO Housing (2017)				
Race	Monterey	Salinas	Monterey Urban County	Total
Asian	0	0	0	0
Asian/White	0	0	0	0
White	5	3	4	12
Black	0	2	0	2
Black/White	0	0	0	0
Other	0	0	1	1
Total	5	5	5	15

Source: ECHO Housing, 2019.

Table 52: Complaints by Protected Classification – ECHO Housing (2017)				
Race	Monterey	Salinas	Monterey Urban County	Total
Age	0	0	0	0
Familial Status	0	0	0	0
Gender	0	0	0	0
Mental Disability	3	1	2	6
National Origin	0	0	0	0
Physical Disability	1	1	1	3
Race	1	1	0	2
Religion	0	0	0	0
Sexual Orientation	0	0	0	0
Source of Income	0	0	1	1
Arbitrary	0	1	0	1
General Information	0	1	1	2
Total	5	5	5	15

Source: ECHO Housing, 2019.

Table 53: Findings and Disposition – ECHO Housing (2017)				
Race	Monterey	Salinas	Monterey Urban County	Total
Allegations	3	2	4	9
Cases	2	3	1	6
Findings				
Allegations Sustained	0	4	1	5
Inclusive Evidence	5	0	4	9
No Evidence	0	1	0	1
Pending	0	0	0	0
Disposition				
Successful Conciliation	2	1	0	3
No Enforcement Possible	3	2	4	9
Client Withdrew	0	0	1	1
Pending	0	0	0	0
Referred to Other Agencies	0	2	0	2

Source: ECHO Housing, 2019.

Fair Housing Audit Report

Auditing is a tool used to measure compliance with federal and state fair housing laws, and to determine if illegal patterns and practices are employed by the rental housing industry. Although most audits are educational in nature, the audit findings can be referred for litigation when patterns and practices of discrimination have become entrenched and the property owner is uncooperative or resistant to the educational process.

In FY 2017, ECHO also conducted a Fair Housing Audit that included the cities of Alameda, Antioch, Concord, Cupertino, Hayward, Livermore, Monterey, Oakland, San Leandro, Salinas, Union City, and Walnut Creek, and the urban areas of Contra Costa and Monterey Counties. A total of 134 properties were tested in this audit, including five in Monterey, ten in Salinas, and five in Monterey County. Properties were chosen from advertisements for available rental units found in www.forrent.com, www.craigslist.org, www.rent.com, www.apartmentguide.com, as well as some property management websites. Findings of the audit pertaining to Monterey County jurisdictions are summarized in this section.

In the first phase of the testing, communications began with emails. Among the 20 tests conducted in Monterey County communities, ten percent received differential treatment based on the name used in the emails (a minority name – Laquesha Jackson vs. a majority name – Megan O'Reilly). After the tests, ECHO followed up with an educational campaign directed at the owners and managers involved. Each property was emailed a report on their performance and encouraged to meet with ECHO's Fair Housing Counselors to discuss findings at their properties, and in cases where differential treatment was found, ECHO suggested possible changes that could be made to bring their rental policies and practices in compliance with federal and state fair housing laws.

Table 54: Fair Housing Audits – Email Testing					
Jurisdiction	Differential Treatment		No differential Treatment		Total
	Number	Percent	Number	Percent	
Monterey	0	0%	5	100%	5
Monterey County	1	20%	4	80%	5
Salinas	1	10%	9	90%	10
Total Study	21	16%	113	84%	134

Source: ECHO Housing, 2018

4. California Department of Fair Employment and Housing

The mission of the Department of Fair Employment and Housing (DFEH) is to protect Californians from employment, housing and public accommodation discrimination, and hate violence. To achieve this mission, DFEH tracks and investigates complaints of housing discrimination as well as complaints in the areas of employment, housing, public accommodations and hate violence.

Between 2012 and 2017, 53 fair housing complaints in Monterey County had been filed with DFEH. Among the complaints countywide, most were related to physical disabilities (23 instances) and familial/marital status (ten instances). Discrimination based on race was also common (seven instances) (Table 55). A complaint may involve multiple acts of discrimination and vice versa. A total of 57 acts of discrimination were recorded in Monterey County. Refusal to rent (17 instances), discriminatory statements (12 instances), and denial of reasonable accommodation/modifications (12 instances) were the most common discriminatory acts in the County (Table 56).

Table 55: Basis for Discrimination of Complaints filed with DFEH - Monterey County (2012-2017)	
Basis of Complaints	Number of Complaints
Physical Disability	23
Familial/Marital Status	10
Sex - (harassment, pregnancy, other allegations)	3
Race	7
National origin/ancestry	6
Religion	1
Age	1
No specific data	2
Total	53

Source: California Department of Fair Employment & Housing, 2018.

Table 56: Acts of Discrimination for Complaints Filed with DFEH - Monterey County (2012-2017)	
Act of Discrimination	Number of Acts
Eviction	5
Harassment	7
Refusal to Rent	17
Denied Reasonable Accommodation/ Modification	12
Unequal Terms	2
Discriminatory Statements	12
No Specific Data	2
Total	57

Source: California Department of Fair Employment & Housing, 2018.

Note: Each complaint can involve multiple acts of discrimination.

Approximately half of total fair housing cases (26 cases) in the County were found to have insufficient evidence and subsequently closed. An additional 14 cases were closed after successful mediation, while two cases were successfully conciliated between the two parties involved. (Table 57).

Table 57: Disposition of Fair Housing Complaints Filed with DFEH - Monterey County (2012-2017)	
Closing Category	Number of Cases
Successful Conciliation	2
Insufficient Evidence	26
Settled by Enforcement	5
Successful Mediation	14
Administrative Dismissal	1
No Basis to Proceed	5
Total	53

Source: California Department of Fair Employment & Housing, 2018.

Investigations begin with the intake of a complaint. Complainants are first interviewed to collect facts about possible discrimination. Interviews are normally conducted by telephone. If the complaint is accepted for investigation, the DFEH drafts a formal complaint that is signed by the complainant and served. If jurisdictional under federal law, the complaint is also filed with the United States Department of Housing and Urban Development (HUD). As a substantially equivalent agency, DFEH's findings are usually accepted by HUD. The recipient of the complaint (usually a landlord, seller, property manager, seller, or agent) is required to answer and has the opportunity to negotiate resolution with the complainant. If the case is not resolved voluntarily, the DFEH conducts a formal investigation.

If the investigative findings do not show a violation of the law, DFEH will close the case. If investigative findings show a violation of law, the DFEH schedules a formal conciliation conference. During the conciliation conference, the DFEH presents information supporting its belief that there has been a violation and explores options to resolve the complaint. If formal conciliation fails, the DFEH Housing Administrator may recommend litigation. If litigation is required, the case may be

heard before the Fair Employment and Housing Commission (FEHC) or in civil court. Potential remedies for cases settled by the FEHC include out-of-pocket losses, injunctive relief, access to the housing previously denied, additional damages for emotional distress, and civil penalties up to \$10,000 for the first violation. Court remedies are identical to FEHC remedies with one exception; instead of civil penalties, a court may award unlimited punitive damages.

5. U.S. Department of Housing and Urban Development

HUD maintains a record of all housing discrimination complaints for jurisdictions, including the County of Monterey. According to the HUD website, any person who feels their housing rights have been violated may submit a complaint to HUD via phone, mail or the Internet. These grievances can be filed on the basis of race, color, national origin, sex, disability, religion, familial status and retaliation. HUD refers complaints to the California DEFH, which has 30 days to address the complaint. As a substantially equivalent agency, DFEH's findings are usually accepted by HUD. Thereafter, HUD tracks the complaint and its issues and outcomes as a “dually filed” complaint.

From 2012 to 2017, 78 fair housing cases in Monterey County were recorded by HUD. Cases involving discrimination based on disability, national origin, and familial/marital status were the most common (Table 58). Cases concerning national race, sex, and religion were also reported. Understandably, as the largest jurisdiction in the County and high concentrations of minority populations, Salinas had 46 percent of the reported cases. All 78 fair housing cases between 2012 and 2017 have been closed. Many of these cases (41 cases) were found to have no probable cause and subsequently closed. An additional 25 cases were closed after successful conciliation or resolution (Table 59).

Table 58: Basis for Discrimination of Cases filed with HUD – Monterey County (2012-2017)

Jurisdiction	Race	National Origin	Sex	Disability	Religion	Familial/ Marital Status	Total
Bradley	0	0	1	0	0	0	1
Carmel	0	0	0	0	0	1	1
Carmel Village	0	1	0	1	0	0	2
Gonzales	0	1	0	1	1	0	3
Greenfield	0	0	0	1	0	0	1
King City	0	0	1	3	0	0	4
Marina	1	1	0	6	0	1	9
Monterey	2	0	0	5	0	4	11
Moss Landing	0	1	0	0	0	0	1
Pacific Grove	0	0	0	0	0	1	1
Pebble Beach	0	0	0	0	0	1	1
Salinas	3	7	4	11	1	10	36
Seaside	0	1	1	3	0	0	5
Soledad	0	0	1	0	0	1	2
Total	6	12	8	31	2	19	78

Source: Department of Housing and Urban Development (HUD), 2018.

Table 59: Disposition of Fair Housing Cases Filed with HUD - Monterey County (2012-2017)

Jurisdiction	Conciliated/ Settled	No Cause	Withdraw After Resolution	Complainant Failed to Cooperate	Total
Bradley	0	1	0	0	1
Carmel	1	0	0	0	1
Carmel Valley	0	2	0	0	2
Gonzales	1	2	0	0	3
Greenfield	0	1	0	0	1
King City	0	3	1	0	4
Marina	2	6	0	1	9
Monterey	2	7	2	0	11
Moss Landing	0	1	0	0	1
Pacific Grove	0	1	0	0	1
Pebble Beach	0	1	0	0	1
Salinas	17	13	5	1	36
Seaside	2	1	1	1	5
Soledad	0	2	0	0	2
Total	25	41	9	3	78

Source: Department of Housing and Urban Development (HUD), 2018.

D. Hate Crimes

The **Bane Civil Rights Act** (California Civil Code Section 52.1) provides protection for all people in California from interference by force or threat of force with an individual's constitutional or statutory rights, including a right to equal access to housing. Hate crimes are crimes committed because of a bias against race, religion, disability, ethnicity, or sexual orientation. In an attempt to determine the scope and nature of hate crimes, the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting Program collects statistics on these incidents.

To a certain degree, hate crimes are an indicator of the environmental context of discrimination. These crimes should be reported to the Police or Sheriff's department. On the other hand, a hate incident is an action or behavior that is motivated by hate but is protected by the First Amendment right to freedom of expression. Examples of hate incidents can include name calling, epithets, distribution of hate material in public places, and the display of offensive hate-motivated material on one's property. The freedoms guaranteed by the U.S. Constitution, such as the freedom of speech, allow hateful rhetoric as long as it does not interfere with the civil rights of others. Only when these incidents escalate can they be considered an actual crime.

Hate crime statistics compiled by the FBI show that a total of 21 hate crimes were committed in Monterey County over a six-year period. FBI data does not document specific areas within the unincorporated County. In the County as a whole, race-based hate crimes were the most prevalent (11 crimes), followed by hate crimes based on sexual orientation (8 crimes) (Table 60). Overall, the incidence of reported hate crimes in Monterey County was very low—less than one per 1,000 people (0.05 per 1,000 persons) between 2012 and 2017.

Table 60: Hate Crimes in Monterey County (2012-2017)

Basis of Complaints	Race/ Ethnicity	Religion	Sexual Orientation	Disability	Gender	Gender Identity	Total
2012	2	0	0	0	*	*	2
2013	2	0	2	0	0	0	4
2014	1	0	2	0	0	0	3
2015	2	0	2	0	0	1	5
2016	1	1	0	0	0	0	2
2017	3	0	2	0	0	0	5
Total	11	1	8	0	0	1	21

Source: U.S. Department of Justice Federal Bureau of Investigation, 2012-2017.

* = "Gender" and "Gender Identity" were not recorded in 2012.

Chapter 7

Progress since Last AIs

Several previous AI reports have been developed among the Collaborating Entities. These include:

- City of Monterey 2017 AI
- City of Salinas 2015 AI
- Monterey Urban County 2013 AI

The City of Seaside has not prepared an AI report. Also, the 2013 Monterey Urban County AI covers the participating jurisdictions of Del Rey Oaks and Gonzales. The updated Urban County program participants now include the cities of Del Rey Oaks, Gonzales, Sand City, and Greenfield.

This section reviews the progress these communities have made in addressing the impediments identified in their previous AIs.

Table 61: Summary of Accomplishments – City of Salinas

Impediment	Action	Timeline and Specific Accomplishments
Impediment: Linguistic isolation is severe among Hispanics, with approximately 64 percent of Salinas residents speaking “Spanish or Spanish Creole” at home. Among “Spanish or Spanish Creole” speaking households approximately 58.3 percent spoke English “less than very well”. Language barrier can be an impediment to accessing housing of choice.	Ensure all outreach materials and information on City housing programs and services is available in Spanish, and Spanish-speaking staff is available to provide assistance to residents.	City program brochures and applications are available in both English and Spanish. Public notices are published in English (The Californian Newspaper) and Spanish (El Sol Newspaper) and posted on the City’s website. City staff also has in-house Spanish speaking employees to serve Spanish speaking members of the public.
	Periodically update the City’s Limited English Proficiency (LEP) plan to reflect the changing demographics in the community and adjust language skills of staff and outreach materials accordingly.	In September 2017, the City updated its Citizen Participation Plan, in which the City has also incorporated guidelines for Limited English Proficiency (LEP) requirements.
Impediment: The Alisal area includes some of the most distressed neighborhoods in Salinas. The area faces challenges such as inadequate public infrastructure, high levels of unemployment, high levels of poverty, and violent criminal activity. The Alisal area is also disproportionately burdened by multiple sources of pollution.	Continue to engage community stakeholders, business owners and non-profits in the assessment of priorities for the Alisal NRSA.	As part of the 2015-2019 Consolidated Plan and Alisal NRSA updates, the City conducted an extensive community outreach program to obtain input from neighborhood residents. Two of the five Community Workshops conducted specifically targeted Alisal residents. During the update of three major plans (Chinatown Revitalization Plan, Alisal Vibrancy Plan, and Parks, Recreation and Libraries Master Plan), multiple meetings and public events were conducted and outreach materials were distributed to Alisal area residents.
	Implement the Alisal Neighborhood Revitalization Strategy Area Plan, with focused efforts in building nonprofit capacity to serve residents in this neighborhood.	In conjunction with the 2015-2019 Consolidated Plan, the City also updated the Alisal Neighborhood Revitalization Strategy Area (NRSA) to identify opportunities for enhanced services to residents and businesses in this area. The City sought recertification by HUD. The Alisal Vibrancy Plan engagement began in September 2017, an action-oriented and comprehensive community strategy to address issues and opportunities specific to the Alisal/East Salinas neighborhoods. The City is proposing to work with local nonprofits to establish as Community-Based Development Organizations (CBDOs) that target their services in the Alisal NRSA. Once qualified CBDOs can be established, the City can potential increase the CDBG public service dollars in order to better serve the Alisal

Table 61: Summary of Accomplishments – City of Salinas

Impediment	Action	Timeline and Specific Accomplishments
		NRSA.
	Ensure that annually, a portion of the City's CDBG and HOME funds is expended in the Alisal NRSA to help address housing issues in this area. Specifically, pursue strategies that take advantage of the NRSA designation to allow more flexible uses of CDBG funds in the Alisal NRSA.	Annually, the City continued to fund housing rehabilitation loans, housing accessibility grants and lead-based paint grants to eligible residential property homeowners through its Housing Services Program and has increased overall rehab production and marketing of these programs in the Alisal NRSA. Annually, the City continued to fund a solar program with GRID Alternatives, which provides free solar panels for qualified low-income homeowners, which has also served residential property owners in the Alisal NRSA. GRID Alternatives continues to promote this program including distribution of flyers and brochures within the Alisal NRSA. Annually, the City continues to fund public service programs that serve the AlisalNRSA. In the City's 2015-2019 CP: • The City proposed to expand eligibility for assistance to include median income households (100 percent AMI) in the Alisal NRSA. • The City focuses funding to enhance neighborhood conditions with an emphasis in the Alisal NRSA. With the establishment of Community-Based Development Organizations (CBDOs) that target their services in the Alisal NRSA, the City can potential increase the CDBG public service dollars in order to better serve the Alisal NRSA.
Impediment: Affordable housing projects are primarily concentrated in the Alisal area and in the Downtown. While affordable housing is greatly needed in the community, the concentration of affordable housing limits the locational choice for low and moderate income residents, the majority of them are Hispanic.	As part of the update to the Inclusionary Housing Ordinance, explore incentives to provide affordable housing on site, encouraging mixed income housing throughout the community.	The City continues to explore additional incentives to provide affordable housing on site and encourage mixed income housing throughout the community. The City completed an update on the Inclusionary Housing Ordinance to increase affordable housing opportunities in the City. The new Inclusionary Housing Ordinance was adopted on June 6, 2017.

Table 61: Summary of Accomplishments – City of Salinas

Impediment	Action	Timeline and Specific Accomplishments
		The City also updated its Accessory Dwelling Unit (ADU) Ordinance, which was adopted on December 6, 2016 to better streamline approval and expand capacity to accommodate the development of ADU's throughout the community. This City is working on a Specific Plan called the West Area Specific Plan (WASP) which is the first of four designated planning areas within the Future Growth Area (FGA) located north of Boronda Road. The WASP is anticipated to be adopted in 2019. If adopted, the WASP will have the capacity to serve over 4,000 dwelling units. The total FGA is planned for over 11,000 dwelling units.
Impediment: Access to civic life by people with disabilities is a fundamental goal of the Americans with Disabilities Act (ADA). Many public and community facilities in the City, including some parks and recreation facilities, are not fully ADA-compliant.	Complete the ADA Transition Plan by the end of 2015.	The current ADA Transition Plan was completed on May 7, 1997; however, the City is in the process of updating the ADA Transition Plan and anticipates approval in 2019.
	Through the City's Capital Improvement Planning, identify resources to rehabilitate public and community facilities in a timely manner.	The City with CDBG funds is in the process of rehabilitating a public facility called the Sherwood Recreational Center. The project is proposed to be completed in 2019.
Impediment: In reviewing the HMDA data, several issues and trends are evident: - Few households applied for home improvement financing in the private market and approval rate was low at 41 percent. - Hispanic households were underrepresented in the ownership housing market. While Hispanic households represented 75 percent of the City population, they represented only 42.5 percent of the applicants for home loans. - Hispanic households consistently had lower loan approval rates across all income levels, compared to White households in the City. Low and moderate income Asians also had consistently lower approval rates compared to White households in the same income groups.	Periodically review the lending patterns of all financial institutions that provide financial services to the City. Special attention should be directed to home purchase lending in lower income and minority concentration areas.	The City contracts with both ECHO and Legal Services for Seniors for Fair Housing Services who assist with reviewing lending patterns.
	Provide financial literacy and loan acquisition trainings, with particular attention to outreach in minority populations.	Through the City's Inclusionary Housing Program, purchasers are required to receive HUD-approved first-time homebuyer education courses that cover financial literacy and basic lender and real estate education. These courses are offered in English and Spanish by a HUD-approved counselor.
	In selecting financial institutions to participate in housing programs, consider the lender's performance history with regard to home loans in low/moderate income areas and minority concentration areas, as well as the lender's activity in other Community Reinvestment Act (CRA) activities such as participation in affordable rental housing projects under programs such as bond financing, tax credit, or the Federal Home Loan Bank Affordable Housing Program.	The City encourages residents who are seeking residential financing to do extensive research of prospective lenders and available first-time homebuyer loan programs such as CalHFA and USDA.
	The fair housing service contractor(s) should monitor lending activities in the City and identify potential issues	The City contracts with ECHO for Fair Housing services in which they also conduct fair housing audits annually.

Table 61: Summary of Accomplishments – City of Salinas

Impediment	Action	Timeline and Specific Accomplishments
▪ Different lenders appeared to target different racial/ethnic groups. Hispanic households appeared to have been served primarily by smaller, lesser known lenders (many out of State). ▪ Black and Hispanic households were more likely to receive subprime loans compared to White and Asian households. The spread of the subprime rate was most pronounced among Black applicants.	regarding redlining, credit steering, predatory lending, and fraudulent activities. If feasible, fair housing service contractor(s) should conduct fair housing audits on for-sale units and the lending process.	
Impediment: Local governments are required to “reasonably accommodate” housing for persons with disabilities when exercising planning and zoning powers. The City of Salinas has not yet adopted a formal reasonable accommodations procedure.	Adopt a reasonable accommodation ordinance by the end of 2016, within one year of the adoption of the 2015 Housing Element.	The City contracts with ECHO for Fair Housing services in which they also conduct fair housing audits annually.
Impediment: Housing discrimination persists in the City, which is supported by general literature, statistical data from HUD and DFEH. In Salinas, discriminatory practices based on disability status and national origin were the top categories. Due to the turnover of fair housing service providers, limited fair housing records/statistics were available for analysis, and residents were probably not aware of resources available. As a result, few filed complaints with enforcement agencies such as DFEH and HUD.	Expand education and outreach efforts, with specific efforts outreaching to small rental properties where the owners/managers may not be aware of the fair housing laws.	The City contracted with ECHO for Fair Housing and Tenant/Landlord services. ECHO has conducted public educational meetings, distributed flyers, brochures, radio ads, reached out to property management companies in the community to help increase overall awareness. The City also funds Legal Services for Seniors for Fair Housing and they perform similar outreach as ECHO to the community.
	Support local groups to provide workshops informing tenants of their housing rights.	The City not only hosts public meetings regarding Fair Housing but also encourages and supports other local groups to provide workshops and distribute information.
	Ensure bilingual fair housing information and resources are available on City website and at public counters and community locations. Expand fair housing information to languages according to the City’s Limited English Proficiency (LEP) plan.	The City keeps bilingual (English and Spanish) flyers and brochures of Fair Housing provider information at the Community Development Department public counter. The City also distributes bilingual (English and Spanish) flyers and brochures to all of the City’s public libraries.
	Pursue random testing to identify issues, trends, and problem properties and expand testing to cover other protected classes, especially those with emerging trends of suspected discriminatory practices.	The City contracts with ECHO which performs random audit testing.

Table 61: Summary of Accomplishments – City of Salinas

Impediment	Action	Timeline and Specific Accomplishments
	Support enforcement activity by fair housing service providers and publicize outcomes of fair housing litigation as a means to deter discriminatory practices and to encourage reporting.	The City published an RFP for Fair Housing and Tenant-Landlord Services during the FY 17-18. Eden Council for Hope and Opportunity (ECHO) responded to the RFP and will begin to provide services during FY 17-18. Other jurisdictions (Monterey, Seaside, County of Monterey) also expressed interested for a collaborative effort to secure Fair Housing services. Annually, the City continued to fund Legal Services for Seniors for Fair Housing services as well.
	Celebrate Fair Housing Month and insert fair housing information into large community events.	The City has continued to celebrate Fair Housing month with a proclamation at City Council. The City is also partnering with the County of Monterey (Urban County), City of Monterey, City of Seaside, and Housing Authority County of Monterey for a Regional Analysis of Impediments to Fair Housing Choice (AI) update.

Table 62: Summary of Accomplishments – City of Monterey

Impediment	Action	Timeline and Specific Accomplishments
Impediment 1: Inadequate Analysis of Potential Discrimination in Lending Practices, and Lack of Information about How to Effectively Address It.	Action 1.1: Track HMDA data on an annual basis to collect a longitudinal data set that will help determine the extent of verifiable and persistent racial discrimination	As part of this Regional AI, a detailed assessment of lending patterns in Monterey County was conducted. Findings are presented in Chapter 4 of this AI.
	Action 2.2: Establish relationships with local lenders and real estate agent associations, to better understand what steps they are taking to promote borrowing opportunities for racial and ethnic minorities. Identify specific and concrete strategies that the City or the Housing Resource Center can take to help lenders affirmatively market to racial and ethnic minorities. The City may consider offering supportive resources to mortgage lender groups in the form of an annual workshop or event that provides a venue to review HMDA data, address potential problems regarding lending discrimination, and discuss fair housing law and how to best implement fair housing practices.	The City will offer supportive resources to mortgage lender groups in the form of an annual workshop or event that provides a venue to review HMDA data, address potential problems regarding lending discrimination, and discuss fair housing law and how to best implement fair housing practices.
	Action 2.3: Evaluate the Inclusionary Ordinance to identify incentives for the development of affordable three- and four-bedroom units. Incentives could include a reduction in parking and/or open space requirements, and/or a reduction in the affordable set-aside requirement, additional flexibility in addressing floor-area-ratio requirements, and other adjustments that could help encourage the development of new three- and four-bedroom units. The rationale for any of these incentives could be that the development with larger units is proposing a greater or equal number of affordable bedrooms than projects with smaller units. Update the Inclusionary Ordinance to include the incentives identified that will best encourage the development of larger units.	The City is in the process of reviewing their Inclusionary Ordinance. The City will provide an update in 2019, which will include new incentives to encourage the development of larger units.
Impediment 2: Public Policy Barriers to the Development of Affordable Housing throughout the City	Action 2.1: Assess how the City's discretionary approval process and incentives for multifamily housing impacts the production of very-low and low-income housing, including the impact on development timelines, risk, feasibility, cost, and availability in areas of opportunity. Findings may be presented to the	The City offers streamlined review and incentives for developments within specific plan areas, including allowing up to 30 units per acre by right.

Table 62: Summary of Accomplishments – City of Monterey

Impediment	Action	Timeline and Specific Accomplishments
	Planning Commission and the City Council for their review and recommendation.	
	Action 2.2: Investigate how the Condominium Conversion Ordinance affects the availability of affordable rental housing, including an estimate of the number of rental units affordable to low-income households lost, and projected future losses of rental units affordable to low-income households. Findings may be reported to the Planning Commission and City Council for their review and recommendation	No conversions have been done since 2008. As such, the Condominium Conversion Ordinance is not currently having an effect on the affordable housing market. The City will consider the impacts to affordable rental housing and report to the Planning Commission and Council should condominium conversions start again.
	Action 2.3: Analyze the economic feasibility and/or needed incentives to develop very-low and low income multifamily housing inside of the Downtown and Special Planning Districts at current allowable densities. Model a range of incentives to determine what opportunities might be feasible under current densities. Findings may be reported to the Planning Commission and City Council for their review and recommendation.	The City will be pursuing a SB 2 grant in 2019 to fund these activities.
Impediment 3: Incomplete Information about Fair Housing Violations and Lack of Initiatives to Promote Fair Housing Awareness among Housing Providers	Action 3.1: Continue to allocate CDBG Public Services funds for agencies to represent low-income tenants in fair housing violation cases.	Annually the City allocates funds to CDBG Public Services. In FY 17-18 over \$100,000 were allocated to CDBG Public Services, of which about six percent were allocated to fair housing support services.
	Action 3.2: As discussed previous Action in Lending Practices, consider collaborating with local housing providers and real estate agent associations to sponsor an annual workshop or event that includes training or education in fair housing law. This training should expand awareness of fair housing regulations and best practices. Consider use of CDBG funds for this purpose.	The City is in the process of determining what level of fair housing support will be appropriate to address the fair housing impediments identified in the 2017 update to the City's Analysis of Impediments to Fair Housing Choice. In addition to completing this regional AFH, actions may include: • contracting with a third-party service provider, • providing services in-house, and • partnering with neighboring jurisdictions to provide regional services.
Impediment 4: Presence of Lead-Based Paint in Older Homes	Action 4.1: First, identify neighborhoods with concentrations of low-income and racial and ethnic minority households, and concentrations of older housing units with deferred maintenance. Second, identify structures within such	The City conducts assessments on any rehabilitation or loan grant project. In FY 2017-18, the City allocated about \$400,000 in funds for home rehabilitation/repairs. The City distributes educational materials regarding lead-based paint, such as HUD/EPA publications, "Protect Your Family from

Table 62: Summary of Accomplishments – City of Monterey

Impediment	Action	Timeline and Specific Accomplishments
	neighborhoods that are in greatest need of repair based on visual surveys and code enforcement and building department records. Implement outreach to the homeowners and landlords of the identified structures to offer lead-based paint mitigation services with CDBG funds. The City will provide funding for lead based paint hazard assessment for all interior housing rehabilitation grant and loan activities. Mitigation will occur when approved scope of work encounters the lead based paint. The program should provide assessment of 30 homes over the next 3 years.	Lead in Your Home.” Publications and referral information will be placed on the City’s website for education of the public. [
Impediment 5: Barriers to Section 8 Housing Choice Voucher Use	Work with HACM to develop an outreach strategy to landlords who own rental housing in the City of Monterey. The strategy should include providing a “Section 8 Marketing Packet” that includes resources that assist landlords in addressing potential problems or concerns, and a description of the benefits of program participation that includes specific measurable outcomes and testimonials where possible. Hand deliver the Section 8 Marketing Packet to (15) landlords with rental units in the City of Monterey each year for the next three years.	Over the next three years, the City will continue to work with HACM to develop effective outreach strategies that include the Section 8 Marketing Packet and delivering packets to landlords with rentals in the City of Monterey.

Table 63: Summary of Accomplishments – Monterey Urban County

Impediment	Action	Timeline and Specific Accomplishments
Impediment: Minority and Low/Moderate Income Concentrations	Expand affordable housing opportunities throughout the Urban County	Since 2013, the County has increased the affordable housing supply by 279 units (list projects below): • Sea Garden Apartments – 59 units • Spreckels Crossing (aka Tanimura and Antle Agricultural Employee Housing) – 100 units with capacity for up to 800 unaccompanied farmworkers • East Garrison Moderate Income Inclusionary - 21 units • Boronda Villas – 75 units with capacity for up to 600 unaccompanied farmworkers. • Morse Place (aka Pebble Beach Company Inclusionary) – 23 units
	Promote economic development activities to improve employment skills and create high-paying jobs throughout the Urban County.	The County continues to work with educational institutions to upgrade labor force skills to higher wage employers. The County continues to work with cities to identify land for commercial and industrial development where higher wage employers can locate and/or expand operations.
Impediment: Public Transit and Access to Public and Supportive Services	Allocate CDBG funds to public and supportive service programs that benefit the geographically underserved communities.	As part of the CDBG Urban County program, funding has been allocated to public service providers to support programs that benefit low and moderate income, as well as special needs populations.
	Expand affordable housing opportunities throughout the Urban County.	Since 2013, the County has increased the affordable housing supply by 279 units (list projects below): • Sea Garden Apartments – 59 units • Spreckels Crossing (aka Tanimura and Antle Agricultural Employee Housing) – 100 units with capacity for up to 800 unaccompanied farmworkers • East Garrison Moderate Income Inclusionary - 21 units • Boronda Villas – 75 units with capacity for up to 600 unaccompanied farmworkers. • Morse Place (aka Pebble Beach Company Inclusionary) – 24 units
	Work with transit agencies to increase transit services.	The County continues to advocate for more frequent transit

Table 63: Summary of Accomplishments – Monterey Urban County		
Impediment	Action	Timeline and Specific Accomplishments
		service in unincorporated communities and cites in the Salinas Valley.
Impediment: Sensitivity Training	Offer sensitivity training to City/County staff. An option is to require City/County staff who interact directly with the public on CDBG matters to attend fair housing workshops to be offered by the Urban County's fair housing service providers.	All employees of the County of Monterey are required to attend training bi-annually in the areas of nondiscrimination, sexual harassment, language access and effective communication, and reasonable accommodations. ECHO offers this training to city staff as part of the fair housing agreement with the Urban County.
Impediment: Housing Element Compliance	Update the Housing Elements by December 31, 2015 and pursue certification of compliance by the State Department of Housing and Community Development (HCD).	County of Monterey: Adopted 5th cycle housing element on January 26, 2016. Gonzales: Adopted 5th cycle housing element on December 29, 2015. Del Rey Oaks: The City has not completed a Housing Element update since the fourth cycle. Sand City: New Urban County participant. Housing Element was adopted on March 15, 2016. Greenfield: New Urban County participant. Housing Element was adopted on April 12, 2016.
Impediment: Development Regulations.	Monterey County • Use Permit for Multiple-Family Uses • SB 2 Compliance (Housing for the Homeless) • Employee Housing Act	The County has yet to revise the Zoning Code to address the minor discrepancies between County codes and State law. However, no new emergency shelters have applied to be established in the County. Furthermore, the County approved farmworker housing developments in 2015 and 2018 that offer affordable housing opportunities for unaccompanied farmworkers.
	Gonzales • Definition of Dwelling Unit • Density Bonus • Residential Care Facilities • SB 2 Compliance • Employee Housing Act	The City has updated their Zoning Ordinance to include the following code amendments: • Definition of Dwelling unit, 2014 • Density Bonus Ordinance, 2014 • Residential Care Facilities, consistent with Lanterman Act, permitted by right as other residential uses • SB 2 Compliance – Emergency shelters now permitted by right in the MU and MU-CC zoning districts
Impediment: Monitoring of Lending Practices	Provide financial literacy and homebuyer education for Urban County residents	The County contracted with the Housing Resource Center for these services between 2013 and 15. However, the HRC has changed the focus of its efforts and stopped applying for CDBG funding from the Urban County to provide these

Table 63: Summary of Accomplishments – Monterey Urban County		
Impediment	Action	Timeline and Specific Accomplishments
		services in 2016 and the Urban County has been unsuccessful in identifying a replacement service provider.
	Coordinate with agencies that provide foreclosure assistance	The County contracted with the Housing Resource Center for these services between 2013-15. However, the HRC has changed the focus of its efforts and stopped applying for CDBG funding from the Urban County to provide these services in 2016 and the Urban County has been unsuccessful in identifying a replacement service provider.
Impediment: Discrimination in Home Sale and Rental Listings	Provide fair housing outreach and education to newspapers, listing agencies, real estate associations, apartment owners/managers associations, and homeowners association, etc.	The Urban County continues to use CDBG funds to fund fair housing investigations, mediation and education to property owners and renters. The County currently contracts with the Eden Council for Hope and Opportunity (ECHO) for these services.

Table 64: Summary of Accomplishments – City of Seaside
The City of Seaside has not previously prepared an Analysis of Impediments to Fair Housing Choice. However, the City continues to further fair housing. This section briefly summarizes the actions taken by the City. Citizen Participation Plan (CPP): The City's CPP for the CDBG program establishes a Community Development Advisory Committee that oversees the use of CDBG funds. Ideally, the City Council approves committee members reflecting the ethnic diversity of the community, includes one senior or handicapped person, and must consist of at least three members from low income neighborhoods. Public Policies: In March 2018, the City amended the Zoning Code to identify the Community Commercial (CC) zone and Census Tract 137 for by-right approval of emergency shelters. Fair Housing Services: Annually, the City provides funding for the Legal Services for Seniors, which provides a range of services, including fair housing services for seniors in the community. ECHO's Fair Housing Services also became a public service subrecipient of Seaside CDBG grant funds in 2018.

Table 65: Summary of Accomplishments – Housing Authority County of Monterey

HACM has established that ensuring equal opportunity in housing for all Americans as a strategic goal. To implement this goal, HACM continues to affirmatively market its housing programs and make them accessible to those families with special needs or disabilities. HACM remains committed to meeting reasonable accommodation or modification requests in order to provide opportunities to disabled families or individuals.

HACM works with the Entitlement Jurisdictions to integrate outreach and fair housing training opportunities into existing actions which are planned by each jurisdiction. HACM provides landlord workshops and participates in community forums and events to market the Housing Choice Voucher program and to further fair housing opportunities for families.

Housing specialists work with families to promote portability and moves to neighborhoods of opportunity. During briefings, applicants are informed of available units and where they are located, emphasizing communities that are underutilized. The Housing Specialists describe Fair Housing and Discrimination laws and provide materials regarding Fair Housing and Discrimination complaints. The briefing sessions also contain information regarding areas of the community which are concentrations of minorities, poverty and crime. This information is given to the voucher holders to allow them to make housing choices which provide greater social amenities, greater educational and economic opportunities for their families.

It is expected that HACM's Annual and Long Range Plan will result in a greater housing choice for families, allow families to acquire housing which is of adequate size, and will reduce overcrowded conditions. All potential rental units must meet Housing Quality Standards and are inspected prior to move in and are subject to annual inspections to assure these standards are maintained. This factor promotes fair housing choice by eliminating blighted properties from Federal Housing Subsidies and betters the community overall. The tenants are assisted to obtain housing which meets the needs of their families and are assisted in negotiations with landlords.

Chapter 8

Fair Housing Action Plan

The following section outlines potential impediments to fair housing that exist within the Collaborating Entities and the corresponding actions that will be taken to mitigate or eliminate these impediments.

A. Disparities in Access to Opportunities

1. Opportunity Indices

The various indices developed by HUD in the Affirmatively Furthering Fair Housing Tool (AFFHT) reflect the discrepancies in access to opportunities regarding:

- Low poverty level
- Access to proficient schools
- Labor market participation
- Availability of public transit
- Transportation costs
- Location of jobs
- Environmental health

Specifically, Salinas and Seaside residents have limited access to opportunities compared to those Monterey and the County as a whole. Hispanic residents as a group have limited access to opportunities when compared to other race groups.

Affordable housing is also primarily concentrated in Salinas, with over 60 percent of the affordable units located in that City. Monterey has the second largest inventory of affordable units, but trailing Salinas in a distant second at seven percent of the affordable units.

Actions:

- Allocate CDBG funds to public and supportive service programs that benefit the geographically underserved communities.
- Expand affordable housing opportunities throughout the County, to disperse affordable housing in other communities in the Peninsula.
- Promote economic development activities to improve employment skills and create high-paying jobs throughout the County.
- Work with Monterey-Salinas Transit to expand transit services in areas with limited public transit services, especially the frequency of services.
- Promote the portability of Housing Choice Vouchers (HCV) to help tenants move to communities of opportunity. (HACM)
- Promote the benefits of the HCV program to landlords to expand the inventory of rental

properties accepting HCVs. (HACM)
Time Frame: Ongoing
Responsible Agencies: Collaborating Entities
Funding Sources: Various, including CDBG; HOME; Inclusionary Housing funds; Housing Assets funds; and HCVs.

B. Lending Practices

1. Monitoring of Lending Practices

In reviewing the Home Mortgage Disclosure Act (HMDA) data, several issues in lending patterns with potential fair housing implications were identified:

- **Access to Homeownership:** Hispanic households were significantly underrepresented in the homeownership market, consisting of 55 percent of the countywide population but only 33 percent of the applications for home loans.
- **Lending Institutions with Higher than Average Approval Rates:** Over half of the top ten lenders in the County had approval rates higher than the overall approval rate for all lenders. Specifically, American Pacific Mortgage and Shore Mortgage approval rates greater than 78 percent— 20 points higher than the overall approval rate for all lenders (58 percent). While high approval rates do not necessarily indicate wrongdoing by a specific institution, they can be a sign of aggressive lending practices on the part of the lender.
- **Fallout and Applications Closed due to Incompleteness:** In mortgage lending, fallout refers to a loan application that is withdrawn by the borrower before the loan is finalized. A significant disparity in fallout could suggest screening, differential processing, HMDA Action misclassification and/or the potential of discouragement of minority applications. Closed applications refer to applications that are closed by the lender due to incompleteness. A high rate of incomplete loans can indicate a lack of financial literacy on the part of the borrower. During 2017, Nationstar Mortgage (59 percent) and American Financial Network (35 percent) had noticeably high rates of withdrawn and closed applications in the County.
- **Minority Loan Applicants and Smaller Financial Institutions:** Different race groups tended to utilize different lenders tended to target certain race groups. Hispanic applicants comprised 82 percent of applications with Bay Equity and 70 percent of the applications with Finance of America Mortgage. Black applicants in the unincorporated County did not seem to prefer any one financial institution over any others, but Asian applicants did appear to prefer Bank of America and Calber Home Loans over other banks.
- **Subprime Loans and Minority Applicants:** While HMDA data does not classify loans as subprime, it does track the interest rate spread on loans. Loans with a reported spread are typically referred to as higher-priced or subprime loans. In 2011, 2.23 percent of the loan applications by Hispanic applicants were offered subprime loans. In 2017, the proportion increased to 5.05 percent, more than doubled. However, the magnitude of rate spread narrowed somewhat for Hispanic applicants.

Actions:
• Provide financial literacy and homebuyer education for residents. • Monitor lending patterns and potentially discriminatory practices and work with lenders to address identified issues. • Provide information of State and Federal homeownership assistance programs. • Provide and/or pursue funding for homebuyer assistance as well as housing rehabilitation assistance.
Time Frame: Ongoing
Responsible Agencies: Collaborating Entities; fair housing service providers
Funding Sources: CDBG; HOME; General Fund

C. Public Policies

1. Housing Element Compliance

A Housing Element found by HCD to be in compliance with State law is presumed to have adequately addressed its policy constraints and fulfilled its planning obligations to provide a range of housing options for all socioeconomic segments of the community. Specifically, the Housing Element law mandates the planning of housing for persons with special needs (including the elderly, disabled, homeless, female-headed households, large households, and farm workers). Special needs households often encounter fair housing issues in the housing market.

The City of Del Rey Oaks and the City of Seaside are the only jurisdictions among the Collaborating Entities that are out of compliance with the State Housing Element law.

Actions:
• Pursue Housing Element Compliance
Time Frame: 2019
Responsible Agencies: City of Del Rey Oaks, City of Seaside
Funding Sources: General Fund

2. Development Regulations

A jurisdiction's development regulations directly regulate the types of housing that can be located within the community. Restrictive development regulations may limit the range of housing choices available for all but may disproportionately impact the available options for persons with special needs. Furthermore, development regulations should be reviewed and updated periodically to comply with changes in State laws. Review of the development regulations for the Collaborating Entities as presented before is provided again below. Discussions of this review have been provided in detail under Chapter 5 of this AI report.

Table 66: Zoning Provisions for Special Needs Housing								
	Monterey	Salinas	Seaside	Del Rey Oaks	Greenfield	Gonzales	Sand City	County
Accessory Dwelling Unit	✓	✓	*	*	*	*	✓	*
Definition of Family	✓	✓	✓	*	✓	✓	✓	✓
Emergency Shelters	✓	✓	✓	*	✓	✓	✓	*
Transitional Housing	✓	✓	*	*	✓	*	*	*
Supportive Housing	✓	✓	*	*	✓	*	*	*
Residential Care Facilities	✓	✓	*	*	✓	*	✓	✓
Single Room Occupancy	✓	✓	*	*	*	✓	*	✓
Farmworker Housing	*	✓	✓	*	*	*	✓	✓
Employee Housing	*	✓	*	*	*	*	✓	✓
Reasonable Accommodation	✓	✓	*	*	*	✓	✓	✓
✓ = Compliant with laws * = Potential issues or not addressed in Zoning								

Actions:
• Make appropriate code amendments to address the provision of a range of housing options pursuant to State laws as outlined above and discussed in this AI. • Monitor development regulations to ensure zoning provisions foster the development of housing in general and for special needs populations in particular.
Time Frame: Amend zoning provisions by 2020.
Responsible Agencies: Participating jurisdictions
Funding Sources: General Fund

D. Discrimination and Fair Housing Services

1. Discrimination in Home Sale and Rental Listings

A number of home sale and rental listings in the County contain potentially discriminatory language. For both home sale and rental listings, the most common instances involved references to families. However, one instance for home sale involved income bias, referencing the home as appropriate to executives. For rental listing, the no-pet policy also appeared frequently, potentially impeding housing options for persons with disabilities if the ads did not specify exceptions for service and companion animals.

Actions:
• Provide fair housing outreach and education to newspapers, listing agencies, real estate associations, apartment owners/managers associations, and homeowners association, etc.
Time Frame: Ongoing
Responsible Agencies: Fair housing service providers
Funding Sources: CDBG

2. Fair Housing Education

Outreach and education is the most cost-effective approach to addressing fair housing concerns. Many housing professionals, housing providers, and home seekers alike, are unaware of their rights and responsibilities, as well as resources available. Having a consistent fair housing service provider which could establish a strong presence and develop strong connections in the region would help foster fair housing.

Actions: • Conduct annual presentations on fair housing for housing professionals, providers, and residents in communities across the County, with the goal of at least one annual presentation in Monterey, Salinas, and Seaside.
Time Frame: Annually
Responsible Agencies: Fair housing service providers
Funding Sources: CDBG

E. Regional Collaboration

Many issues, such as homelessness, affordable housing, jobs-housing balance, and access to frequent transit services, are regional issues that require the collaboration of communities throughout the region. In recent years, the County jurisdictions have undertaken multiple regional initiatives to addressing housing-related issues. These include the Regional Farmworker Housing Study, this Regional Analysis of Impediments to Fair Housing Choice, and the regional Emergency Solutions Grants. Continuing these planning efforts and implementation would bridge the gap of disparities among communities.

Actions: • Convene a regional planning group to implement the plans of actions outlined in various regional planning efforts, to identify emergency trends, and to explore potential solutions/actions.
Time Frame: Quarterly
Responsible Agencies: Collaborating Entities
Funding Sources: General Fund



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: June 20, 2019

**SUBJECT: ADOPT A RESOLUTION APPROVING A BUDGET TRANSFER TO
FUND INTERNAL PERSONNEL INVESTIGATIONS PERFORMED
BY A THIRD PARTY.**

PURPOSE & RECOMMENDATION

Adopt a resolution approving a budget transfer to fund internal personnel investigations performed by a third party.

BACKGROUND

The Seaside Police Department thoroughly investigates allegations of misconduct. occasionally, due to the nature and scope of an investigation, external experts are contracted to perform the investigation.

FISCAL IMPACT

Transfer \$25,000 from account 100-6120-8187 to account 110-6110-1030. There is no impact on overall budget.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: June 20, 2019

SUBJECT: ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH BRIGHT FUTURE SOLAR ENERGY IN THE AMOUNT OF TWENTY-NINE THOUSAND, FOUR HUNDRED DOLLARS (\$29,400.00) FOR A ROOF-MOUNTED SOLAR ENERGY SYSTEM AT THE OFF-SITE FIRE APPARATUS STORAGE FACILITY.

PURPOSE & RECOMMENDATION

To adopt a resolution approving an agreement with Bright Future Solar Energy in the amount of twenty-nine thousand, four hundred dollars (\$29,400.00) for a roof-mounted solar energy system at the off-site fire apparatus storage facility.

BACKGROUND

At the October 18, 2018 City Council Meeting, Council approved the City Manager to sign an agreement with The City of Marina for the storage of reserve (back-up) fire apparatus in a City of Marina owned building. As there is no electricity to the building an RFP was released on March 13, 2019 for an off the grid battery back-up solar system to provide vehicle battery charging and some interior lighting.

The City received only one proposal from Bright Future Solar Energy in the amount of \$29,400.00. The system can be relocated if the Marina building is no longer available for apparatus storage.

FISCAL IMPACT

Funding for this item was included in the FY2019-2020 budget but reduced during the third quarter review based on timing of the item. Work is now progressing and a

budget modification is needed to restore the full funding. The increase of \$21,800 to 100-6670-8187 is being funded by a decrease to 100-8310-2085 with no net impact to the General Fund.

ATTACHMENTS

1. Resolution
 2. Bright Future Solar Energy Contract
 3. Bright Future Solar Energy 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE AN AGREEMENT WITH BRIGHT FUTURE SOLAR ENERGY IN THE AMOUNT OF TWENTY-NINE THOUSAND, FOUR HUNDRED DOLLARS (\$29,400.00) FOR A ROOF-MOUNTED SOLAR ENERGY SYSTEM AT THE OFF-SITE FIRE APPARATUS STORAGE FACILITY AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET ADJUSTMENTS.

WHEREAS, at the October 18, 2018 City Council Meeting, Council approved the City Manager to sign an agreement with The City of Marina for the storage of reserve (back-up) fire apparatus in a City of Marina owned building; and,

WHEREAS, as there is no electricity to the building an RFP was released on March 13, 2019 for an off the grid battery back-up solar system to provide vehicle battery charging and some interior lighting; and,

WHEREAS, the City received only one proposal from Bright Future Solar Energy in the amount of \$29,400.00; and,

WHEREAS, the system can be relocated if the Marina building is no longer available for apparatus storage.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves a resolution entering into an agreement with Bright Future Solar Energy in the amount of twenty-nine thousand, four hundred dollars (\$29,400.00) for a roof-mounted solar energy system at the off-site fire apparatus storage facility and authorizes the Finance Director to make the necessary budget adjustments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of June, 2019, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES FOR
FIRE ENGINE STORAGE BUILDING- SOLAR PROJECT

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of June 1, 2019, between the City of Seaside, a municipal corporation ("City") and Bright Future Solar Energy, a corporation, ("Contractor") whose current and valid Contractor's License #996617, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 15, 2019 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and

regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

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

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor 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 Contractor, Exhibit D hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

6. CITY MANAGEMENT

City Engineer/Public Works Services Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager, shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) City agrees to pay Contractor monthly, based upon actual time spent on the above tasks. This amount shall not exceed TWENTY NINE THOUSAND FOUR HUNDRED DOLLARS (\$29,400.00)

which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails

to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at an agreed upon date and time; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached to and part of this Agreement.

15. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall

not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this

Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

21. NOTICES

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

To City:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Attention: City Clerk

To Contractor:

Bright Future Solar Energy
139 Monterey St
Salinas, CA 93901

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

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

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings,

representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

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

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

CITY OF SEASIDE

CONTRACTOR

By: _____
Craig Malin, City Manager

By:  _____
Heath Braddock, Principal/Systems Engineer

Date: _____

Date: 6/12/19

Attachments:	<u>Exhibit A</u>	<u>Scope of Work</u>
	<u>Exhibit B</u>	<u>Insurance Requirements</u>
	<u>Exhibit C</u>	<u>Request for Proposal</u>
	<u>Exhibit D</u>	<u>Contractor Proposal</u>

EXHIBIT A
SCOPE OF WORK

Install a solar with battery off grid system. This system is designed to provide some light and keep the battery charges of each of the trucks functioning and to insure automotive batteries are topped off. Additionally, multiple electrical drops will be installed and new lighting and conduit runs tied with in existing including several new outlets. Design is for 2 days of autonomy.

EXHIBIT B

INSURANCE

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

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

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

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

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

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

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

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

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against

machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

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

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

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

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

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

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

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional

insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

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



440 Harcourt Avenue
Seaside, CA 93955

PUBLIC WORKS

Telephone (831) 899-6825
FAX (831) 899-6311

March 13, 2019

SUNSET ELECTRIC & LIGHTING INC.

Re: Notice Inviting Bids
City of Seaside Fire Engine Garage Solar & Battery Backup

Due to the lack of utility connection at the building where City of Seaside Fire Trucks are currently being stored the City desires to have installed a solar & battery off grid system. This system will allow for some light to be provided and keep the battery charges of each of the trucks functioning as well as ensure automotive batteries are topped off. Furthermore, multiple electrical drops will need to be installed and new lighting and conduit runs tied in with existing lines including several new outlets. The City requests to have 2 days of autonomy in battery reserve.

Please provide a bid for the following using the provided specs or their equivalent (attached):

- A roof mounted system using south facing roof area to include battery inverter and battery bank for 2 day storage with no sun 2.4kw system with military grade 30amp off grid inverter
 - Qty. 1 RE Outback 4 Battery Bank (48volt)
 - Qty. 1 Outback Battery Rack with 4 battery expansion capability (can hold 8 battery)
 - Qty. 6 LG Commercial 400 Watt Panels and racking
 - Qty. 1 Outback Off-Grid Inverter
 - Qty. 2 Outlet drops for Truck Battery Chargers
 - Qty. 3 LED lights and wiring to existing switches and panel board with other misc. required electrical work
 - Qty. 1 Design, Plans and installation

A non-mandatory site visit has been scheduled for Wednesday March 20th at 10:00am at the site located 500 yards east of 2nd Ave on 8th St, south side in the City of Marina.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County are applicable. These wages are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca>.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an

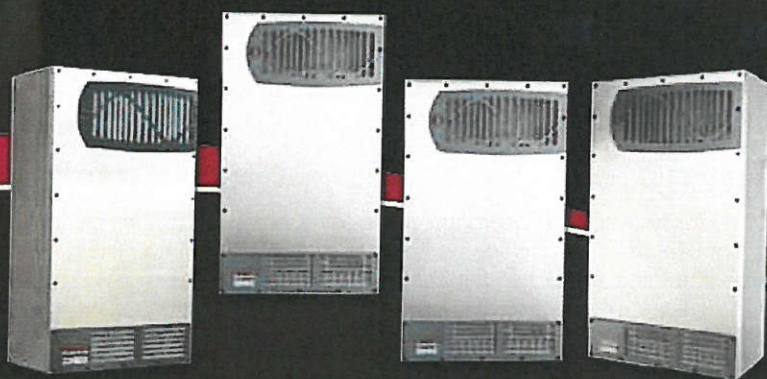
unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Should you have any questions please reach out to Senior Administrative Assistant for Public Works, Kristen Rice at 831-899-6841 or by email at krice@ci.seaside.ca.us..

Sincerely,



Dave Fortune, Public Works Superintendent



OutBack
POWER™
member of The SunEdge Group™

Radian Series

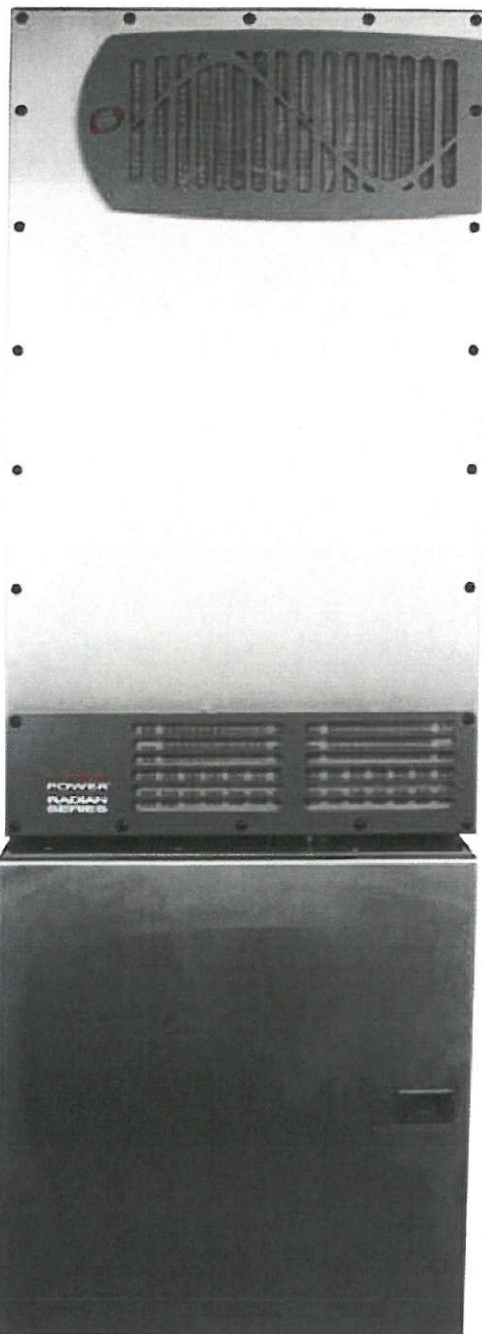
Inverter/Charger Family



FUTURE-PERFECT SYSTEM DESIGN

BEGINS WITH AN OUTBACK RADIAN SERIES INVERTER/CHARGER

With all the hallmark features you've come to expect from the **Radian inverter/charger**, the expanded Radian family includes **four models**, **seven operating modes** and **two advanced technologies**, all adding up to unmatched performance, reliability, value and system flexibility.



Radian Series Inverter/Charger with GS Load Center

Radian Series Models

	Model Name	System Power	Market
NEW	GS8048A	8kW, 120/240V	For Selected North, Central and Latin American Countries
NEW	GS4048A	4kW, 120/240V	
	GS7048E	7kW, 230V	For Europe, Asia and other Global Countries
NEW	GS3548E	3.5kW, 230V	

Radian Series Operating Modes

- 1 MINI GRID** OPERATING MODE
Ideal for sites where sufficient renewable energy enables mostly off-grid operation.
- 2 GRID-TIED** OPERATING MODE
Ideal for systems in regions with Feed-in-Tariff (FiT), net-metering or other incentive programs. Control use features include grid use timers.
- 3 GRIDZERO** OPERATING MODE
Ideal in areas where incentives are subject to change and utility sell-back options may be limited. Control use features include grid use timers.
- 4 SUPPORT** OPERATING MODE
Ideal for sites with small generators or inadequate grid power. Control use features include system-level high battery transfer (HBX) programming, prioritizing batteries as primary source.
- 5 BACKUP** OPERATING MODE
Ideal for systems where computers and other sensitive loads are present. Control use features include system-level high battery transfer (HBX) programming, prioritizing batteries as primary source.
- 6 UPS** OPERATING MODE
Ideal for commercial applications where uninterrupted power is mission-critical.
- 7 GENERATOR** OPERATING MODE
Ideal for systems with undersized or low power quality generators.

Radian Series Technologies

GRIDZERO

The newest of the Grid/Hybrid Radian's seven input modes, GridZero provides **the perfect balance between utility power and stored renewable energy**. By allowing a home or business to satisfy most of its power needs with renewable sources, grid supplied power is only tapped when load demand exceeds a pre-set threshold. While the Radian is still grid-connected, grid dependence can be reduced to zero whenever possible. GridZero technology offers four critical advantages compared to typical systems:

Higher System Economics: By maximizing the contribution of renewables to total energy consumption, selling back to the grid is no longer required for system Return on Investment (ROI).

Lower Cost-of-Entry: Through seamless blending of grid power and renewable energy sources, a smaller system can perform like a much larger one, reducing equipment and installation costs.

Greater Simplicity: Because the Radian Series remains connected and synchronized to the grid, no destabilizing transfer is required when grid power is needed.

"Best Case Scenario" Design: As energy policies and incentives change, GridZero technology can prioritize self-consumption and offset over sell-back to always deliver the best renewable energy value possible.

ADVANCED BATTERY CHARGING

OutBack built its reputation on legendary off-grid reliability and battery backup expertise. That background is thoroughly built into the new Radia. In addition to GridZero Technology, the new Radia also feature an Advanced Battery Charging (ABC) profile option. Advanced Battery Charging offers **expanded charging voltage and time parameters, enabling system designers to accommodate the specific charging profiles** and algorithms of newer energy storage technologies including:

- **Lithium Ion** Batteries
- **Aqueous Ion** Batteries
- **Flow Chemistry** Batteries



OutBack's Radian Series inverter/charger support both standard and advanced energy storage platforms.

Ready for Today, Designed for Tomorrow



Incorporating the same attention to detail you've come to expect from OutBack, the new Radian Family is **built on proven technology and forward-looking features** designed to offer performance and peace of mind. No matter what energy technology is in place tomorrow, you can design for it today with an OutBack Grid/Hybrid Radian Series inverter/charger. For more information, please visit www.outbackpower.com.

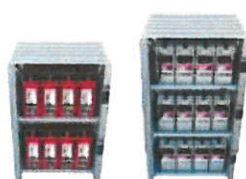
Radian Series Specifications

02/2014

Models:	Domestic (For Selected North, Central and Latin American Countries)		International (For Europe, Asia and other Global Countries)	
	GS8048A	GS4048A	GS7048E	GS3548E
Nominal DC Input Voltage	48VDC	48VDC	48VDC	48VDC
Continuous Output Power (@ 25°C)	8000VA	4000VA	7000VA	3500VA
AC Output Voltage (Selectable)	120/240VAC	120/240VAC (200-260VAC)	230VAC (210-250VAC)	230VAC (210-250VAC)
AC Output Frequency (Selectable)	60Hz (50Hz)	60Hz (50Hz)	50 (60Hz)	50Hz (60Hz)
Continuous AC Output Current (@ 25°C)	33.3AAC @ 240VAC	16.7AAC	30AAC	15.2AAC
Idle Consumption (Invert Mode, No Load)	34W	34W	34W	34W
Typical Efficiency	92.5%	92.5%	92%	92%
CEC Weighted Efficiency	92.5%	92.5%	—	—
Total Harmonic Distortion	Max. Total Harmonic: <5% Max. Single Voltage Harmonic: <2%	Max. Total Harmonic: <5% Max. Single Voltage Harmonic: <2%	Max. Total Harmonic: <5% Max. Single Voltage Harmonic: <2%	Max. Total Harmonic: <5% Max. Single Voltage Harmonic: <2%
Output Voltage Regulation	±2%	±2%	±2%	±2%
Maximum Output Current	1ms Peak: 100AAC @ 240VAC, 200AAC @ 120VAC 100ms RMS: 70.7AAC @ 240VAC	1ms Peak: 50AAC @ 240VAC 100ms RMS: 35.35AAC @ 240VAC	1ms Peak: 100AAC 100ms RMS: 70.7AAC	1ms Peak: 50AAC 100ms RMS: 35.35 AAC
Overload Capacity	100ms Surge: 16.9kVA 5 seconds: 12kVA 30 minutes: 9kVA	100ms Surge: 8.5kVA 5 seconds: 6.0kVA 30 minutes: 4.5kVA	100ms Surge: 16.3kVA 5 seconds: 11.5kVA 30 minutes: 7.9kVA	100ms Surge: 8.2kVA 5 seconds: 5.8kVA 30 minutes: 4.0kVA
AC Input Voltage Range (Adjustable)	(L1 or L2) 70 to 280VAC	(L1-N, L2-N) 85 to 140VAC	170 to 290VAC	(L-N) 170 to 290VAC
AC Input Frequency Range (Default)	54 to 66Hz @ 60Hz (45 to 55Hz @ 50Hz)	54 to 66Hz @ 60Hz (45 to 55Hz @ 50Hz)	45 to 55Hz @ 50Hz (54 to 66Hz @ 60Hz)	45 to 55Hz @ 50Hz (54 to 66Hz @ 60Hz)
Grid-Interactive Voltage Range	(L1-N or L2-N) 106 to 132VAC	(L1-N or L2-N) 108 to 132VAC, default	208 to 252VAC (EN50438)	(L-N) 208 to 252VAC, default
Grid-Interactive Frequency Range	59.3 to 60.5Hz	59.3 to 60.5Hz, default	57.0 to 61.0Hz (EN50438)	57.0 to 61.0Hz, default
Maximum AC Input Current	50AAC	50AAC	50AAC	50AAC
Continuous Battery Charge Output	115.0ADC	57.5ADC	100.0ADC	50.0ADC
DC Input Voltage Range	40 to 64VDC	40 to 64VDC	40 to 64VDC	40 to 64VDC
Temperature Range	Rated: -20 to 50°C (power derated above 25°C) Maximum: -40 to 60°C	Rated: -20 to 50°C (power derated above 25°C) Maximum: -40 to 60°C	Rated: -20 to 50°C (power derated above 25°C) Maximum: -40 to 60°C	Rated: -20 to 50°C (power derated above 25°C) Maximum: -40 to 60°C
Accessory Ports	Remote Temperature Sensor, MATE3 & HUB Communications		Remote Temperature Sensor, MATE3 & HUB Communications	
Non-Volatile Memory	Yes	Yes	Yes	Yes
Field Upgradable Firmware	Yes	Yes	Yes	Yes
Chassis Type	Vented	Vented	Vented	Vented
Certifications	Listed to UL1741, CE, CSA C22.2 No. 107.1, IEC 62109-1, AS4777.2, AS4777.3, EN61000-6-1, EN61000-6-3, EN61000-3-2, EN61000-3-3, AS3100, RoHS compliant per directive 2011/65/EU	Listed to UL1741, CE, IEC-62109-1 ETL, CSA C22.2 No. 107.1, RoHS compliant per directive 2011/65/EU, FCC Class B, EN61000-6-1, EN61000-6-3, EN61000-3-2, EN61000-3-3	IEC 62477-1, AS4777.2, AS4777.3, EN61000-6-1, EN61000-6-3, EN61000-3-2, EN61000-3-3, AS3100, CE, RoHS compliant per directive 2011/65/EU	IEC 62109-1, IEC 62477-1, AS4777.2, AS4777.3, EN61000-6-1, EN61000-6-3, EN61000-3-2, EN61000-3-3, AS3100, CE, RoHS compliant per directive 2011/65/EU
Warranty	Standard 5 year	Standard 5 year	Standard 5 year	Standard 5 year
Weight (lb/kg)	Unit: 125.0 / 56.7 Shipping: 140.0 / 63.5	Unit: 82.0 / 37.2 Shipping: 94.0 / 42.6	Unit: 125.0 / 56.7 Shipping: 140.0 / 63.5	Unit: 81.0 / 36.7 Shipping: 93.0 / 42.1
Dimensions H x W x D (in/cm)	Unit: 28 x 16 x 8.7 / 71 x 40.6 x 22.1 Shipping: 34.5 x 21 x 14.5 / 87.6 x 53.3 x 36.8	Unit: 28 x 16 x 8.7 / 71 x 40.6 x 22.1 Shipping: 34.5 x 21 x 14.5 / 87.6 x 53.3 x 36.8	Unit: 28 x 16 x 8.7 / 71 x 40.6 x 22.1 Shipping: 34.5 x 21 x 14.5 / 87.6 x 53.3 x 36.8	Unit: 28 x 16 x 8.7 / 71 x 40.6 x 22.1 Shipping: 34.5 x 21 x 14.5 / 87.6 x 53.3 x 36.8

Energy Storage Solutions

OutBack also provides a wide range of energy storage solutions **for keeping systems UL1741 rated end-to-end.**

			
EnergyCell GH (Front Terminal Battery)	EnergyCell RE (Front Terminal Battery)	EnergyCell RE (Top Terminal Battery)	Integrated Battery Racks (2 & 3 Shelf Options)

Worldwide Corporate Offices

AVAILABLE FROM



Integrated Battery Racks

Comprehensive Battery Enclosure Solution with Cell Interconnect



IBR-2



IBR-3

- Ideal for Use with OutBack Radian, FLEXpower and FLEXcoupled Systems
- Fast Installation
- Supports Multiple 48V Strings of OutBack EnergyCell RE or GH AGM Batteries
- Overcurrent Protection on Each Battery String Provides Added Safety and Flexibility
- Well-Ventilated for Increased Battery Safety and Longevity
- Protective Terminal Covers
- Space-Saving Design with Smaller Footprint
- Designed to Meet UL1741

With the PV energy storage market expected to reach nearly \$30 billion USD by 2017* and interest growing for smarter grid-interactive and AC-coupled systems, the demand for more versatile, flexible and cost-effective battery-bank deployment solutions for commercial and residential systems is increasing as a result.

OutBack Power has responded with a line of preassembled battery racks designed to meet the needs of system integrators and installers and provide the best of both worlds: OutBack quality in a more easily specified and installed package.

The innovative OutBack Integrated Battery Rack system is a comprehensive battery enclosure which includes all cell interconnects, cabling, and series string over current protection and disconnects. All electrical connections are made at the factory and ship fully assembled with the exception of the batteries, which can be quickly added and

connected on the job site, making the Integrated Battery Rack uniquely easy to specify, order and install.

Unlike typical steel racks or sheet-metal enclosures, the OutBack design is crafted of powder coated aluminum, resulting in a cleaner appearance able to withstand the most challenging environments— while weighing less than 90 pounds. The 2-shelf IBR-2 is sized to fit under an OutBack Radian inverter/charger to reduce system component “clutter” and make the best use of installation space. Clear covers on the racks permit visual inspection of internal components while providing additional protection for the batteries and electrical connections.

*IHS Research 2013 report, “The Potential for Energy Storage in the PV Industry”

Models:	IBR-2-48-175	IBR-3-48-175
Dimensions H x W x D (in/cm)	33 x 27.0 x 21.25 / 83.8 x 68.6 x 54	48.6 x 27.0 x 24.4 / 123.4 x 68.6 x 61.9
Weight	60 lbs (27 kg) without batteries	89 lbs (40.4 kg) without batteries
Physical Characteristics	0.125-inch thick aluminum enclosure with FLEXware silver finish; plated copper bus bars and clear protective covers. Ships fully assembled (except for batteries)	
String Overcurrent Protection	175ADC	175ADC
Gauge of Conductors	1/0 AWG	1/0 AWG
Capacity	Up to 8 EnergyCell batteries	Up to 12 EnergyCell batteries
Nominal System Voltage	48VDC	48VDC
Supported Batteries*	EnergyCell 200RE, EnergyCell 170RE, EnergyCell 200GH, EnergyCell 220GH	EnergyCell 200RE, EnergyCell 170RE, EnergyCell 200GH, EnergyCell 220GH

*Batteries are sold separately

Worldwide Corporate Offices

North America

Tel: +1 360.435.6030
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Latin America

Tel: +1 561.792.9651
Fax: +1 561.792.7157

Europe

Tel: +49 9122.79889.0
Fax: +49 9122.79889.21

Asia Pacific

Tel: +852 2736.8663
Fax: +852 2199.7988

AVAILABLE FROM

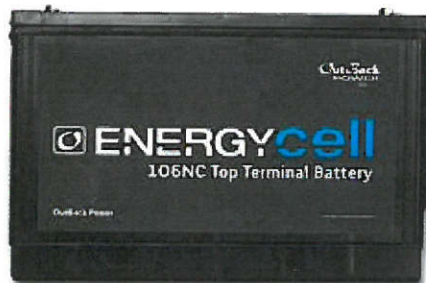


EnergyCell™ Nano-Carbon Series

Partial State of Charge (PSoC) Energy Storage Technology



Front Terminal



Top Terminal

- Safe, maintenance-free convenience
- Maximize overall cycle life by up to 44% versus traditional VRLA deep cycle batteries
- 95% round trip efficiency
- 2 year full replacement warranty in PSoC applications
- Optimized for use with OutBack's IBR, OBE, OBE-FT and IBE enclosure and racking solutions
- For energy arbitrage/self-consumption applications

With limited sun hours for proper recharging of standard deep cycle batteries, the need for a PSoC technology is greatly needed. This advanced technology will allow for extended life of a battery in self-consumption applications.

Nano-Carbon offers all the safety and convenience of a VRLA battery, with the cycling benefits of advanced energy storage. Maintaining the capacity of the Nano-Carbon battery in a 30-80% state of charge can maximize your overall cycle life by up to 44% versus a traditional VRLA deep cycle battery.

The Nano-Carbon is an enhanced and optimized negative active material formulation which makes it more than just a carbon additive. The high surface area carbon is a specially formulated additive for improving the negative active material in lead-acid batteries. Carbon increases conductivity and adds additional capacitance to the battery. Nano-Carbon improves charge efficiency and allows PSoC operation with improved deep discharge recovery.

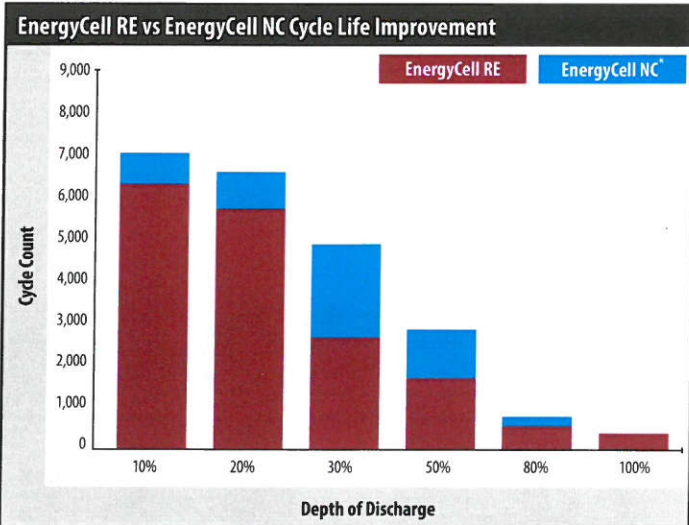


IBE-1 and IBR-3 Enclosures with EnergyCell Nano-Carbon Batteries

Models:	Top Terminal	Front Terminal	
	EnergyCell 106NC	EnergyCell 170NC	EnergyCell 200NC
Cells per Unit	6	6	6
Voltage per Unit	12VDC	12VDC	12VDC
Operating Temperature Range (w/ Temperature Compensation)	Discharge: -40 to 71°C (-40 to 160°F) Charge: -23 to 60°C (-10 to 140°F)	Discharge: -40 to 71°C (-40 to 160°F) Charge: -23 to 60°C (-10 to 140°F)	Discharge: -40 to 71°C (-40 to 160°F) Charge: -23 to 60°C (-10 to 140°F)
Optimal Operating Temperature Range	23 to 27°C (74 to 80°F)	23 to 27°C (74 to 80°F)	23 to 27°C (74 to 80°F)
Recommended Maximum Charging Current Limit per String	30ADC	46ADC	53ADC
Float Charging Voltage	13.62VDC unit average at 25°C (77°F)	13.62VDC / unit average at 25°C (77°F)	13.62VDC / unit average at 25°C (77°F)
Equalization and Cycle Service Charging Limits	14.4VDC unit average at 25°C (77°F)	14.4VDC / unit average at 25°C (77°F)	14.4VDC / unit average at 25°C (77°F)
Self Discharge	Battery can be stored up to 6 months at 25°C (77°F) before a freshening charge is required. Batteries stored at temperatures greater than 25°C (77°F) will require recharge sooner than batteries stored at lower temperatures.		
Temperature Compensation Factor (Charging)	5mV per °C per cell (2V)	5mV per °C per cell (2V)	5mV per °C per cell (2V)
Terminal	Threaded copper alloy insert terminal to accept ¼"-20 UNC bolt	Threaded copper alloy insert terminal to accept ¼"-20 UNC bolt	Threaded copper alloy insert terminal to accept ¼"-20 UNC bolt
Terminal Hardware Initial Torque	110in-lbs (12.4Nm)	110in-lbs (12.4Nm)	110in-lbs (12.4Nm)
Weight (lb/kg)	69 / 31	115 / 52	131 / 60
Dimensions H x D x W (in/cm)*	8.52 x 13.42 x 6.80 / 216.4 x 340.9 x 172.7	11.14 x 22.01 x 4.95 / 28.3 x 55.9 x 12.6	12.60 x 22.01 x 4.95 / 32.0 x 55.09 x 12.6

* Batteries to be installed with 0.5 in (12.7 mm) spacing minimum and free air ventilation.

Discharge in Hours:	12V Ampere Hour Capacity to 1.75 Volts Per Cell at 77°F (25°C)										
	1	2	3	4	5	8	12	20	24	48	100
EnergyCell 106NC	49.2	61.5	70	76	80.6	89	94.2	100	101	102.6	106
EnergyCell 170NC	89.1	103.5	114.2	120.6	125.9	137	145.3	153.8	157	163.6	170
EnergyCell 200NC	103	120	132	139.6	145.5	158.4	168	178	181.4	189.6	200



* Assumes partial state of charge (PSoC) operation at 50-80%.

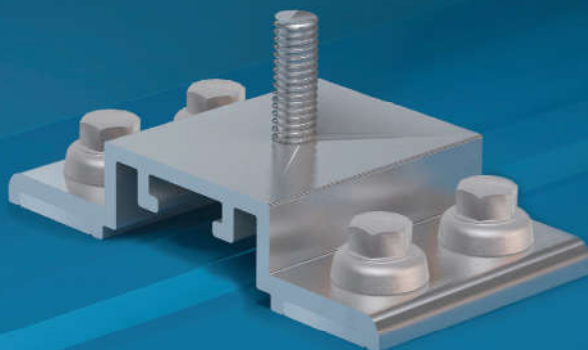
S-5!®

The Right Way!

NEW PRODUCT
SolarFoot™

Introducing the new SolarFoot™ for exposed fastener metal roofing with the strength, testing, quality, and time-proven integrity you expect from S-5!. The SolarFoot provides an ideal mounting platform to attach the L-Foot (not included) of a rail-mounted PV system to the roof. This solution is The Right Way to secure rail-mounted solar systems to exposed fastener metal such as AG-Panel or R-Panel.

The right way to attach almost anything to metal roofs!



SolarFoot Features:

Manufactured in the U.S.A. from certified raw material

Fabricated in our own ISO 9001:2015 certified factory

All aluminum and stainless components

25yr limited warranty

Compatible with all commercial L-Foot products on the market

Factory applied 40-year isobutylene/isoprene crosslink polymer sealant for reliable weathertightness

Sealant reservoir to prevent over-compression of sealant

Load-to-failure tested Normal to Seam by a nationally accredited laboratory on numerous metal roof materials and substrates

Four points of attachment into structure or deck with tested holding strength for engineered applications

Integrated M8-1.25x17mm stud and M8-1.25 stainless steel hex flange nut included

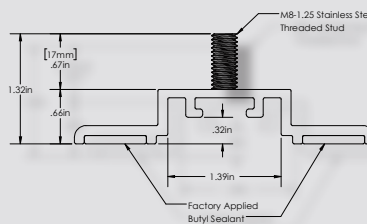
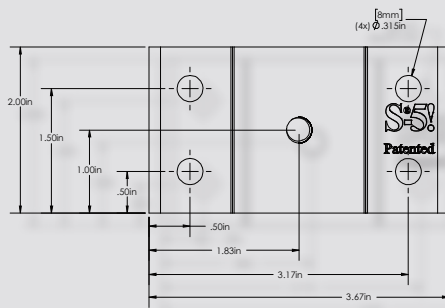


888-825-3432 | www.S-5.com



SolarFoot™ Mounting for Exposed Fastener Roofing

The SolarFoot is a simple, cost-effective pedestal for L-Foot (not included) attachment of rail-mounted solar PV. The unique design is compatible with all rail producer L-Foot components. The new SolarFoot assembly ensures a durable weathertight solution for the life of the roof. Special factory applied butyl co-polymeric sealant contained in a reservoir is The Right Way, allowing a water-tested seal. Stainless integrated stud and hex flange lock-nut secure the L-Foot into position. A low center of gravity reduces the moment arm commonly associated with L-Foot attachments. Direct attachment of the SolarFoot to the structural member or deck provides unparalleled holding strength.



**Fasteners sold separately. Fastener type varies with substrate. Contact S-5! on how to purchase fasteners and obtain our test results. L-Foot also sold separately.*

Fastener Selection



Metal to Metal:
1/4-14 Self Drilling Screw
1-1/2" to 2-1/2"



Metal to Wood:
1/4-14 Type 17 AB Milled Point
1-1/2" to 2-1/2"

To source fasteners for your projects, contact S-5!

When other brands claim to be "just as good as S-5!", tell them to PROVE IT.

SolarFoot Advantages:

Exposed fastener mounting platform for solar arrays attached via L-Foot and Rails

Weatherproof attachment to exposed fastener roofing

Butyl sealant reservoir provides long-term waterproof seal

M8-1.25x17mm stud with M8 hex flange nut for attachment of all popular L-Foot/rail combinations

Tool: 13 mm Hex Socket or 1/2" Hex Socket

Tool Required: Electric screw gun with hex drive socket for self-tapping screws.

Low Center of Gravity reduces moment arm commonly associated with L-Foot/Rail solar mounting scenarios

Attaches directly to structure or deck for optimal holding strength

S-5! Recommended substrate-specific (e.g. steel purlin, wood 2x4, OSB, etc.) fasteners provide excellent waterproofing and pull-out strength

Fastener through-hole locations comply with NDS (National Design Specification) for Wood Construction

S-5!® Warning! Please use this product responsibly!

The independent lab test data found at www.S-5.com can be used for load-critical designs and applications.

Products are protected by multiple U.S. and foreign patents. For published data regarding holding strength, fastener torque, patents, and trademarks, visit the S-5! website at www.S-5.com. Copyright 2017, Metal Roof Innovations, Ltd. S-5! products are patent protected.

Copyright 2017, Metal Roof Innovations, Ltd. Version 102017

Distributed by:

RoofTrac®

Patent #6,360,491

The Original "Top-Down" PV Mounting System.

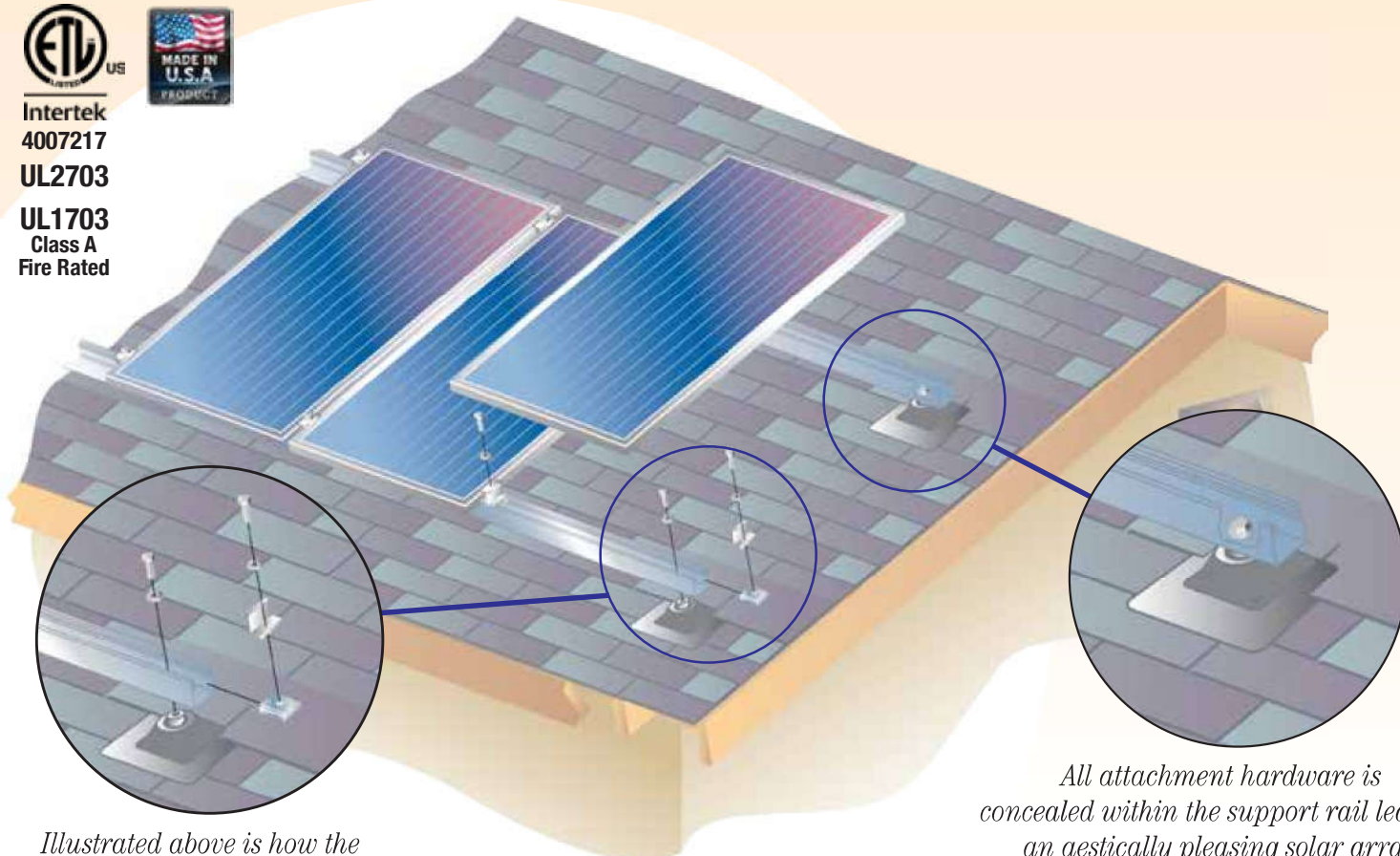


Intertek
4007217

UL2703

UL1703

Class A
Fire Rated



Illustrated above is how the *FastJack®* attachment seamlessly integrates with the *RoofTrac®* mounting system.

FastJack® Installation (TileTrac® on back)

All attachment hardware is concealed within the support rail leaving an aestically pleasing solar array



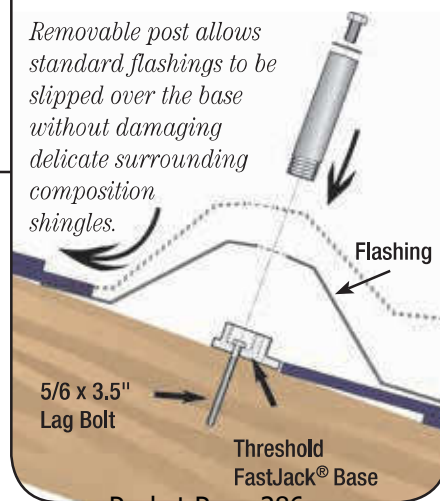
Splice Self-Bonding Connection

The splice kit provides a solution to rigidly lock multiple rail sets together and bond the rails to one another.

FastJack® Connection

The *FastJack®* attachment provides a quick and strong installation solution. Patented design places the bolt directly under the stanchion post where the most support is offered. This feature allows standard roof flashings to lay flat on the roof deck.

Removable post allows standard flashings to be slipped over the base without damaging delicate surrounding composition shingles.



For more information you can visit us on the web at

www.ProSolar.com

professional
SOLAR
products



June 2015

Efficiently Serving the Central Coast with Innovative Solutions and Designs

March 12, 2019

Subject: City of Seaside Fire Engine Garage Solar + Battery Backup Proposed Solution & Recommendations

Discussion:

Due to the lack of utility connection at this abandoned building where Fire Trucks are currently being stored we recommend a solar + battery Off Grid system. This system is designed to provide some light and keep the battery charges of each of the trucks functioning and to insure automotive batteries are topped off. Additionally, multiple electrical drops will be installed and new lighting and conduit runs tied with in existing including several new outlets. Typically, battery systems are designed for worst case scenario during winter months with limited solar access and potential storms where there is not sun for 2 to 3 days. We regularly design for 2 days of autonomy and then add more for serious situations where medical equipment is involved or longer period grid failures are expected.

Roof mounted system using south facing roof area Includes, Outback battery inverter and battery bank

2 Day Storage with No Sun 2.4kw System with Outback Military Grade 30amp OffGrid Inverter:

- Qty. 1 RE Outback 4 Battery Bank (48volt)
- Qty. 1 Outback Battery Rack with 4 battery expansion capability (can hold 8 battery)
- Qty. 6 LG Commercial 400 Watt Panels and racking
- Qty. 1 Outback Off-Grid Inverter
- Qty. 2 Outlet drops for Truck Battery Chargers
- Qty. 3 LED lights and wiring to existing switches and panel board with other misc. required electrical work
- Qty. 1 Design, Plans, installation Commissioning,

Retail: \$29,400.00 -----> \$24,990 with Non-Profit Discount

Bright Regards,



Heath Braddock
Principal / Systems Engineer



831-350-4022
heath@bfse.co



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2018

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

PRODUCER Engle & Associates Insurance Brokers 1236 Higuera Street San Luis Obispo CA 93401		CONTACT NAME: James Seagle PHONE (A/C, No, Ext): (805) 544-8929 FAX (A/C, No): (805) 781-6339 E-MAIL ADDRESS: james@engleinsurance.com	
INSURED Bright Future Solar Energy, Inc PO Box 205 Moss Landing CA 95039		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: California Auto Insurance Company INSURER C: State Compensation Ins. Fund INSURER D: INSURER E: INSURER F:	
		NAIC # 39993 38342 35076 	

COVERAGES**CERTIFICATE NUMBER:** CL1891708060**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:			GL-4222575	09/17/2018	09/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA040000029466	09/17/2018	09/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MLD \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE 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 ☒ Y	N/A	9114848-18	10/08/2018	10/08/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Solar Contractor

CERTIFICATE HOLDER**CANCELLATION**

Evidence Of Insurance

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

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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.N.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: June 20, 2019

**SUBJECT: ADOPT A RESOLUTION APPROVING A CONTRACT WITH THE
SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR
ANIMAL SHELTERING SERVICES**

PURPOSE & RECOMMENDATION

Adopt a resolution authorizing the agreement with the Society for the Prevention of Cruelty to Animals.

BACKGROUND

By law, the Seaside Police Department is required to impound and shelter certain animals captured, or owner-surrendered, within the corporate limits of Seaside. To fulfill their obligation, the Seaside Police Department has partnered with the SPCA of Monterey County for over a decade. The Department would like to continue their agreement with the SPCA of Monterey County to shelter stray and owner-surrendered animals acquired by the Seaside Police Department.

FISCAL IMPACT

The fiscal impact will be a \$5 per animal hike in the cost to shelter animals in FY20 and a \$3 per animal rise from FY20 to FY22. The per animal cost will increase from \$160 in FY20 to \$166 in FY22. The Department has sufficient funds in account 100-6160-2073 to absorb the increases. The contract has a not to exceed amount of \$30,000 per year, a total not to exceed cost of \$90,000 over the three years contract.

ATTACHMENTS

1. Draft Agreement

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SHELTERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Seaside hereinafter referred to as “City”, which has duly executed, pursuant to resolution or ordinance, a counterpart hereof and the Society for the Prevention of Cruelty to Animals for Monterey County, hereinafter referred to as “Society”.

WHEREAS, City is required by state law to provide for the capture, impoundment, sheltering and disposition of certain non-human vertebrates within the corporate limits of the City and City has qualified personnel to perform field services but does not operate an animal shelter, City desires to contract for the humane sheltering, impoundment and disposition of said non-human vertebrates, including stray and unwanted animals, pursuant to the provisions of applicable California State Code, Agency Rules, County Ordinances, Judicial Orders and City Codes; and

WHEREAS, Society owns and operates an animal shelter and represents itself as being willing and able to provide the services required by City and to carry out the provisions of the aforesaid California Codes and City Ordinances pertaining to the shelter, impoundment, humane care, and disposition of stray and unwanted animals covered by said codes, rules, ordinances, and judicial orders; and

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

1. DEFINITIONS. The following definitions shall apply to this Agreement:

a. Terms defined in the City’s codes shall have the meanings described in said Codes except for the following:

- i. “Animal” means all non-human vertebrates;
 - a) “Domestic Animal” means animals that are habituated to live in or about the habitations of humans and includes livestock.
 - b) “Exotic Animal” means animals not commonly habituated to live in or about the habitations of humans.
 - c) “Wild Animal” means native and non-native animals in California, which retain their wild nature and which have not been held in

captivity.

ii. "Animal Control Business Hours" means those hours enumerated in section 3 (c) during which Society staff members will assist City's Animal Control Officers in the intake to Society of impounded animals without City incurring additional fees for these services.

iii. "A nuisance animal control operator" means a private individual or other non-governmental entity that removes animals from structures or other areas for a fee;

iv. "Field services" means stray animal pickup, owned animal pickup, injured animal pick up, animal nuisance, and animal complaint investigations and similar services.

v. "Animal Control Officer" is a role provided by Cities and not by the Society.

The person in the role (who may have the title Animal Control Officer, Community Services Officer, Police Officer, or another similar title depending on the City) has multiple functions which include pick-up of strays in their city and delivering these strays to the Society

2. TERM AND TERMINATION. This Agreement shall take effect on July 1, 2019 and shall remain in full force and effect for thirty-six (36) months, ending on June 30, 2022, with an option to extend the Agreement an additional two (2) years, so long as City and Society agree upon fees and terms within sixty (60) days of the expiration of this agreement.

In addition, either party may terminate this Agreement by presentation to the other party hereto a written notice of said termination thirty (30) days prior to the effective date of said termination.

Notwithstanding any other provision to the contrary, failure to provide humane care, handling, or treatment of animals shall constitute a material breach of this Agreement that must be remedied within 24 hours of written notice delivered to the authorized representative of the breaching party. Failure to remedy such a breach of contract within the 24 hours shall terminate this Agreement without further notice.

In the event of termination, regardless of the type of termination, the parties shall fulfill their obligations to the other party up to and including the day of termination.

3. SERVICES TO BE PERFORMED BY SOCIETY.

a. Society shall operate and maintain at 1002 Monterey-Salinas Highway, Salinas, California, an animal shelter in a secure and sanitary manner adequate for the confinement, treatment, and disposition of all animals which may be delivered to it from City, and, except as

otherwise agreed, shall furnish at its sole expense all supervision, labor, animal food, tools, supplies and other things necessary for satisfactory performance of the services herein agreed. Society shall maintain on its property all animal food, tools, supplies, etc. and said items may not be removed from Society's property without authorization of the Society's Executive Director or his/her designee.

b. Society shall provide the means to accept during Animal Control Business Hours, and without charge to the person delivering the animal, all stray, abandoned and surrendered dogs, cats, and other domestic and exotic animals delivered to the animal shelter by City's Animal Control or Police Department personnel. Society shall also provide the means to accept during its public business hours, and without charge to the person delivering the same, all live, stray or abandoned dogs, cats, and other domestic or exotic animals delivered to the animal shelter from within the corporate limits of City by the City's residents or others.

c. Animal Control Business Hours for receiving animals from Animal Control or Police Department personnel will now be 8:00 am until 4:00 pm daily. As always, your staff have access to our shelter outside of these hours, but we can't provide regular assistance after 4:00 pm. A surcharge of \$25.00 per animal will be assessed if Society staff members assist City's employee or representative in receiving impounded animals at the Society shelter between 4:00 pm and 5:00 pm. After 5:00 pm, Society staff generally won't be available at all. Society staff must have completed paperwork in hand by 4:00 pm or the surcharge will be assessed.

d. Society shall require all such persons who deliver domestic and exotic animals to give their names and present home or post office address and, if they deliver a stray, abandoned, or injured animal, to identify the place where the animal was found. Failure to provide part or all of the required information shall not prevent Society from accepting an animal.

e. Any animal taken into custody by an employee of City shall be delivered to the Society at its shelter in a humane manner or held in a humane way at City's designated holding area until it is delivered to the Society or returned to its owner. Society shall maintain a listing for the public of all stray dog/cat-holding facilities in the County, including location, telephone number and hours of operation, in accordance with state and local laws.

f. Society shall maintain a quarantine section within the animal shelter facility for the confinement and care of any dogs, cats, or ferrets that have bitten persons for a ten-day observation period at the discretion of City. Disposition of those animals that have bitten a person and are exhibiting neurological symptoms shall be disposed of in accordance with

instructions of the Monterey County Health Officer (MCHO) as listed in the Health Department's Rabies Protocols (updated copies to be provided to Society by City). If kennel or cage space is not available in the isolation/quarantine sections of the shelter facility, Society will consult with the County Health Officer to determine how the animal(s) shall be housed and isolated. If directed by the City or the Monterey County Health Officer that the brain of an animal must be tested for rabies, Society shall euthanize the animal and turn over the carcass to County or City personnel who will remove the brain and deliver it to the County Health Department Laboratory for testing. Regardless of the test results, City shall be responsible for the disposal of the remains and reimbursement of any fees charged by County Health Department. Society will not be responsible for removal of the brain or costs attendant thereto.

g. With respect to domestic livestock animals and exotic animals, Society shall use its best efforts to provide these animals with shelter and care. However, the parties acknowledge that Society is not equipped to handle significant numbers of such animals and may decline to provide services if Society in its sole discretion believes that it is unable to provide for the humane sheltering and care for such animals in a cost effective manner. In the event that Society must decline such animals, Society shall cooperate with and assist City in locating other sheltering and care options for those animals.

h. When an impounded domestic or exotic animal bears a license tag from any jurisdiction or other identification tag or can otherwise be identified as to its ownership, Society shall notify the owner in the manner provided by law and include in such notice information regarding the procedure whereby the owner can recover the animal. Any animal suspected of rabies or which has bitten or otherwise exposed any person shall not be released to its owner prior to the end of the quarantine period without express approval of City and MCHO.

i. Before releasing an impounded animal to its owner, Society shall (1) determine, using reasonable prudence, the owner's identity, (2) collect the redemption and maintenance fees prescribed by City's Fee Schedule unless otherwise waived by City, and any other fees set by the Society, (3) provide owner with a receipt for fee payment and (4) obtain a receipt for the return of the animal.

j. Society shall assist City to the extent provided herein in the enforcement of the licensing and anti-rabies vaccination provisions of City's ordinances. Society shall require a redeeming owner to provide proof of a current dog license or anti-rabies vaccination before releasing the impounded dog to its owner. If a redeeming owner does not provide proof of a current dog license or rabies vaccination, Society will administer the rabies vaccination at the

owner's expense. If a qualified Society staff member is not available to administer the vaccination, the owner redeeming the dog will be required to pay for a license and anti-rabies vaccination. The license tag will not be issued, and information will be forwarded to City for follow-up to assure compliance. This will also apply to animals released that are under the age to be vaccinated. Society is not responsible for enforcement or failure to vaccinate or license once the animal leaves its property. The Society will not issue license renewals or assess late fees unless provided for under separate agreement. The above provisions apply to cats if City requires that cats be licensed.

k. Any animal may be redeemed by the owner or owners thereof or adopted in accordance with applicable law, ordinances, and Society policies. The disposition of domestic animals not redeemed by their owner shall be at the sole discretion of Society at the end of any legally mandated holding period. No animal taken into custody within City's jurisdiction and delivered to Society shall be sold, loaned or given to any person, firm, group, society, hospital, corporation, institution, or university for research purposes.

1. Subject to the provisions of Sub-paragraph (h.) above, Society may dispose of currently licensed dogs and identified cats and otherwise identified animals which are not redeemed by their owners after the legally mandated notice has been given. The holding period for such animals shall be that period mandated by law. Animals which are not reclaimed, are relinquished by their owner, or cannot be identified as to ownership, may be disposed of by whichever of the following methods Society may elect:

1. Adoption at such price as Society may determine, subject to licensing requirements and laws pertaining to the sale or transfer of animals.
2. Euthanasia at a time and in a manner that is in accordance with applicable laws pertaining to impounding, housing, and disposition of animals.
3. Transfer to a rescue group.

m. City shall be responsible for emergency treatment of animals in accordance with Sections 597f and 597.1 of the California Penal Code for the mandated holding period. City personnel or agent shall transport injured or sick domestic or exotic animals to the shelter only after they have been seen by a veterinarian. City personnel or agent shall transport injured or sick stray animals from the City's jurisdiction that are brought the shelter by the public to a veterinarian as soon as possible. In what in its sole discretion Society considers to be a medical emergency, Society may transport domestic or exotic animals to a veterinarian designated by City. City shall provide Society with a list of the approved veterinarians. If an animal becomes sick or injured at the shelter during the legally mandated holding period, Society shall arrange for

the treatment of the animal by Society's veterinarian staff or by one of City's approved veterinary providers at City's expense. If City does not designate approved veterinarians or if those veterinarians are unavailable, Society will transport the animal to a veterinarian of its choosing on behalf of City at City's expense. After the mandated holding period, Society shall be responsible for the cost of any veterinary treatment it chooses to provide to the animal. If the owner of an injured or sick stray animal redeems the animal, the owner shall be responsible for reimbursing City and Society for all costs incurred; Society shall not be required to collect City's reimbursement from the owner or withhold returning the animal to its owner. Society shall notify City if the animal is redeemed.

n. To facilitate redemption and adoption of impounded animals, Society shall provide a section of the shelter facility for viewing animals by prospective adopters and a section of the shelter office for redemption and adoption administration. The shelter office and viewing area hours of operation shall coincide with the hours the kennels are open to the public.

o. Society shall collect and remit to City not later than the fifteenth (15th) working day of each month following the end of a quarter those fees enumerated in City Code and collected by Society on behalf of City pursuant to this Agreement during the prior month. The nomenclature of these fees may vary from jurisdiction to jurisdiction but in general they include impound fees, license fees, quarantine fees and maintenance or board fees. Society shall be entitled to retain a \$5.00 processing fee for each license sold for City and any other fees not mandated by City Code that it may collect. The City is responsible for providing Society with the most current fee schedule in writing in a timely manner.

p. Society shall keep complete and accurate records on the receipt, source, holding time and disposition of all dogs, cats, and other domestic and exotic animals delivered into its custody at the Animal Shelter. Said record shall be delivered to the City each month by the twentieth (20) working day of the month for the prior month's activity. All relevant records and accounts shall be made physically or electronically available for viewing at the animal shelter on Society's premises at reasonable times by an authorized representative of the City with 24 hours notice.

q. Society shall use its best efforts to provide opportunities for City's residents to adopt, vaccinate, and microchip dogs and cats. Society shall retain all fees for services and adoptions other than licensing which shall be handled as provided in Paragraph 3(o) above.

r. Society and City believe that neither party has an obligation to subsidize fee-based nuisance animal control operators. Consequently, Society shall not charge City for wild animals

brought to it by nuisance animal control operators and City shall support Society's protocols requiring nuisance animal control operators to pay a fee to Society for wild animals they bring to Society.

s. Society shall not be responsible for any animal control field services mandated by City ordinance.

4. PAYMENT. Except for animals held in protective custody or as otherwise noted, the financial obligation of City under this Agreement shall be to pay a fee to Society for each domestic and exotic animal brought to Society from within the corporate limits of City and accepted by Society irrespective of what agency or individual brings the animal to Society based on the following schedule;

For the Year Ending June 30,	<u>2020</u>	<u>2021</u>	<u>2022</u>
	\$160	\$163	\$166

A surcharge of \$25 per animal will be assessed if Society staff members assist City's employee or representative in receiving impounded animals at the Society shelter outside of the Animal Control Business Hours set forth in Section 3 (c) above. After holding for five (5) days, a charge to City of \$30 per additional day will be made for animals held in protective custody by Society at the request of City, District Attorney, or pursuant to a judicial order. Any animals held longer than 60 days from the intake date at the direction of the City or Courts will be billed at a rate of 150% of the daily boarding rate.

On a limited basis and for a fee Society will accept from City's Animal Control, Police, or Public Works Departments, animal carcasses for disposal. The agreed upon fee for the period of July 1, 2019, through June 30, 2022, is \$28.12 for mammal and wildfowl carcasses weighing from five pounds to two hundred pounds and \$6.49 for mammal or wildfowl carcasses weighing less than five pounds. Society will not accept livestock carcasses or carcasses weighing in excess of two hundred pounds.

The cost of this Agreement shall not exceed \$30,000 annually or \$90,000 over the life of this Agreement.

Society shall invoice City monthly for the number of animals sheltered for city under this Agreement in the previous month. The invoice shall be accompanied by an activity report listing individual animals by a control number, their origin, and the billing for each animal. City shall pay said invoice within 30 days of the invoice date and will incur a late fee of one and a half (1 ½) percent per month on amounts more than fifteen (15) days past due. Payments made will apply to current billings first and arrears second.

Failure of the parties to negotiate fees and terms within sixty (60) days of the expiration of the existing agreement may result in Society's election, at its sole discretion, to continue services after the end of the term at the then rate charged City per animal per day plus ten (10) percent.

5. **CONTRACT SUPERVISION.** City shall designate an official assigned to represent the interest of the City and to ensure that the terms and conditions of this Agreement are carried out. That official will be identified to the Society upon execution of this Agreement. Society's Executive Director or his/her designee shall administer this Agreement on behalf of Society.

6. **INDEPENDENT SOCIETY STATUS.** Society understands and agrees that the services performed hereunder by its and its directors, officers, agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the City. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for on-premise performance of this Agreement shall be provided by Society in performance of the contracted services. It is also understood that Society shall have control of its work and the manner in which it is performed, provided Society meets all legal requirements. While under contract with City, the Society shall be free to contract for similar shelter services to be performed for other agencies and/or jurisdictions.

Society employs Level 2 Humane Officers who are empowered under California Corporations Code Section 14502 to investigate and prepare for prosecution cases involving animal neglect and cruelty within Monterey County. City agrees to cooperate fully with Society Humane Officers during the performance of their duties in City. If requested by City, Society may, at its sole discretion and upon request by City assist in an investigation initiated by City. Society's Humane Officers will provide technical assistance to City at no charge. Society will shelter animals seized during the course of an investigation under the terms and conditions set forth in Section 3 of this agreement. Where City and Society have each incurred costs in the successful prosecution of a case, each will request and make a good faith effort to secure restitution for both City and Society and will ask that any order of restitution require that funds be allocated proportionally to City and Society based on actual costs incurred by each.

7. **INDEMNIFICATION AND INSURANCE.** Each party agrees to indemnify, defend and save harmless the other party, their directors, officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or

resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the indemnifying party's performance of this Agreement.

To this end, Society shall maintain in force at all times during the performance of this Agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice) with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under the Agreement with a combined single limit of not less than \$1,000,000.00. A certificate evidencing the maintenance of such insurance shall be filed with the City. City shall be given notice in writing at least thirty (30) days in advance of cancellation or any modification thereof. Insurance shall be in a company authorized by law to transact insurance business in the State of California. All policies shall provide an endorsement naming City, its officers, agents, and employees as Additional Insured, and shall further provide thirty (30) days written notice to the City in advance of cancellation or non-renewal of said policies.

Policies shall also be endorsed to provide such insurance as Primary Insurance and that no insurance of the additional insured shall be called on to contribute to a loss covered by Society's insurance.

City shall maintain in force at all times a Comprehensive Liability Insurance including automobile liability in the amount of \$1,000,000. Proof of such coverage will be a Certificate of Insurance with written notice to the Society of not less than 30 days prior to cancellation. The Society shall be named as an additional insured for acts or failure to act, arising out of the performance of this Agreement. Any required insurance may be provided by a plan of self-insurance at the option of the City.

8. WORKERS' COMPENSATION. Society shall, throughout the period of this Agreement, maintain in full force and effect a policy of Workers' Compensation insurance, with employers' liability limits of not less than \$100,000.00, covering all of its employees and shall furnish to City evidence of said insurance.

9. INSURANCE COVERAGE CHANGE. If City requires the Society to increase its insurance coverage within a contract year, the City agrees to pay any additional premium cost resulting from that change.

10. **SECTION 504 COMPLIANCE.** Section 504 of the Federal Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. The Society shall agree to be in compliance with Section 504 requirements.

11. **COOPERATION.** City and Society shall cooperate with each other in carrying out the terms of this Agreement and in order to be in compliance with state law and local ordinances or regulations. City and Society shall each make available to the other all knowledge and information each has that may be of benefit to the other party. City's Animal Control or Police Department personnel shall be subject to the rules, regulations, and requirements of Society while at the Shelter. City and Society agree that results of their joint proactive programs will not be immediately evident and that each will make a good faith effort to eliminate the euthanasia of adoptable animals from within City's jurisdiction.

12. **ENABLING ACTS.** City shall enact all necessary and reasonable Codes, resolutions and/or regulations to the extent permitted by applicable law, to enable Society to carry out all of its performances and functions under the terms and conditions of this Agreement and incidental thereto.

13. **NOTICE.** In addition to all other notices provided for herein, City shall give Society notice of any Code, resolution, or regulation changes contemplated by it relating to any matters affecting Society's performance or the well-being or humane treatment of animals in the community and/or functions under the terms and conditions of the Agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail return receipt requested, and addressed.

14. **NONDISCRIMINATION CLAUSE.** During the performance of this Agreement, Society and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Society and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Society and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part of as if set forth in full.

Society shall also abide by the Federal Civil Right Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Society and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Society shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

15. SOLICITATION BY SOCIETY. Throughout the term of this Agreement, Society shall be free to solicit and accept donations from any person or organization to defray the cost of any of Society's programs, including sheltering services for government organizations and general education.

16. ASSIGNMENT AND SUBCONTRACTING. This Agreement shall not be assigned or subcontracted by Society, either in whole or in part, without the prior written consent of the City, and any assignment without such consent shall automatically terminate this Agreement.

17. TIMELINESS: Time is of the essence in this Agreement.

18. AGREEMENT PREPARATION: It is agreed and understood by the parties hereto that this Agreement has been arrived at through thorough negotiation and that neither party is to be deemed that party which prepared this Agreement within the meaning of Civil Code Section 1654.

19. ATTORNEYS' FEES AND COSTS: The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

20. AMENDMENT: This Agreement may only be modified or amended by the written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have executed this Agreement on the date(s) so indicated.

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California
nonprofit public benefits corporation

By: 
Scott Delucchi
Executive Director

Date: 3.12.2019

CITY OF SEASIDE

Date: _____

By: _____

Its: _____

Attest: _____

By: _____
City Clerk



THE SPCA
for MONTEREY
COUNTY

(831) 373-2631/422-4721
P.O. Box 3058
Monterey, CA 93942
SPCAmc.org

March 12, 2019

Chief Abdul Pridgen
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Chief Pridgen,

Each year at this time, we've contacted you to remind you that your contract for animal sheltering services with the SPCA for Monterey County is renewing and communicating any changes to the contract. This year is slightly different, but we don't see or anticipate any material differences for your city or residents.

Beginning this year and going forward, we are requiring contracted jurisdictions to sign a three-year contract. In the past, jurisdictions essentially had 10-year contracts that renewed annually, and this proved to be challenging for jurisdictions with staffing changes.

The contract we are asking you to sign now is for services beginning July 1, 2019. For fiscal year 2019/2020, our fee for the sheltering of animals coming from your jurisdiction will be \$160.00 per animal. For fiscal year 2020/2021, our fee will be \$163, and for fiscal year 2021/2022, our fee will be \$166. This fee is based on some, but not all of the costs we incur. Animal control and sheltering services are state-mandated. We appreciate that you have chosen The SPCA as your contract provider in the past and we continue to believe we offer the best option, by far, for your residents and animals.

The fee you incur for each animal sheltered by The SPCA does not include our costs for medical care beyond the state-mandated holding period, advertising, marketing, technology, depreciation, and other costs we incur to maximize live outcomes for these animals. This fee also does not

Many people like to remember The SPCA in their will, life insurance, or retirement plan.
Your generous actions today will ensure the rescue, safety and well-being of homeless, neglected and abused animals far into the future.

cover SPCA costs related to recruiting staff needed for the care of animals, maintenance of areas where animals are held, and time spent processing payments and addressing billing questions with jurisdictions. Those costs are, in part, but certainly not completely defrayed by adoption fees, surrender fees and board fees charged to owners redeeming animals.

We believe we provide the best option for your jurisdiction. Here is a partial list of services and benefits we provide your officers, residents, and animals from your city -- many come at no cost to your city:

- Regular treatment of stray and owner-surrendered animals with medical or behavioral conditions made possible with full-time veterinarians and behavior specialists
- Open admission for stray and owner-surrendered animals
- 24-hour access to safe and secure sheltering for animals by your officers
- Response to and investigation of crimes against animals
- 7-day/week access to our facility for your officers and the same access to services for your residents
- Wildlife rescue and rehabilitation, sheltering of exotic pets, and livestock
- Disaster preparedness for pet owners as well as the set-up of animal shelters co-located with human evacuation shelters, so they do not become a burden on first responders
- Education programs for schools
- Low-cost spay/neuter, low-cost vaccinations, and low-cost microchips; we have also begun sponsoring extremely low-cost mobile spay/neuter clinics in a number of our communities

For shelter operations questions, please contact Jenny Morales, our Assistant Director of Shelter and Clinic Services, Monday through Friday. For billing questions, please contact Susan Imwalle, Director of Finance. Each can be reached through our main numbers (831) 373-2631 or (831) 422-4721.

We understand you may need to share this with your staff, with city attorneys and/or with your City Council and have given nearly four months for this review.

This sheltering services agreement will be considered duly executed once it is signed by your representative and returned to us, and must be returned by July 1, 2019, for the continuance of SPCA services. If we do not have a signed agreement by July 1, 2019, we may issue 30-days' notice for discontinuation of our services.

We look forward to working with your city and the residents.

Sincerely,



Scott Delucchi

Executive Director and CEO

cc: Beth Brookhouser
Jenny Morales
Susan Imwalle



CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Misty Bradshaw, Associate Engineer

DATE: June 20, 2019

SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH DB GAYA CONSULTING, LLC, FOR COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE WATER TANK COATING IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$24,360.

PURPOSE & RECOMMENDATION

Adopt the resolution authorizing the execution of a professional services agreement with DB Gaya Consultants, LLC, for an amount not to exceed \$24,360 for the protective coating quality assurance inspection services for the Water Tank Coating Improvements and to authorize the City Manager to execute the agreement.

BACKGROUND

The Seaside Municipal Water System owns and operates two 500,000 gallon steel potable water storage tanks. The tank coating was inspected in February of 2018, and it identified the tank roof coating as being deficient and requiring removal of the existing coating and application of a new coating over the exterior roof. The existing interior and exterior coating is still in adequate condition and does not require coating at this time. In addition the existing tank ladder and appurtenances are showing signs of corrosion, and the ladder is not up to current safety standards. The proposed coating and ladder project is currently under design and is anticipated to be ready for construction in late fall of 2019. As part of construction, it is necessary to have a certified coating inspector on site during the coating operations to ensure the project is performed to the standards set forth in the project specifications. In addition, the coating inspector will perform a review of the 90% design specifications in advance of releasing the design for bidding to do a constructability review and provide comments

to the designer for incorporation into the final plans and technical specifications.

The City requested proposals from various firms for the coating inspection services for the recoating of the roof on the two water storage tanks. The City received three proposals from qualified firms, DB Gaya Consulting, CSI Services, and Bay Area Coating Consultants. Staff reviewed proposals on the basis of qualifications for these specialized professional consulting services. The proposals are attached to this memorandum

Staff reviewed the three firm's qualifications and found DB Gaya Consulting to be the most qualified proposer. Their experience and licensing/certifications are acceptable or exceed the requirements of the work to be performed. In addition, DB Gaya inspected the coating of the tanks in February of 2018. Based on the firm's qualifications as well as their familiarity with the project site, staff is recommending execution of a contract for an amount not to exceed \$24,360 with DB Gaya Consulting, LLC.

ENVIRONMENTAL COMPLIANCE

Article 19, section 15301 of CEQA states that a categorical exemption may be declared for "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination . . . The key consideration is whether the project involves negligible or no expansion of an existing use." The coating activities are considered maintenance and will not result in expansion of use, therefore this categorical exemption applies to the proposed project.

FISCAL IMPACT

The contract for the Protective Coating Quality Assurance Inspection Services will be for an amount not to exceed \$24,360. This contract will be funded between the FY 2018/2019 Water Capital Improvement Budget (Act #401-8910-9558) for \$22,595 and Consultant (Act# 401-8620-1030) for \$1,765. Finance will make the necessary budget adjustments to appropriate funds and to open a Purchase Order with the aforementioned allocations.

ATTACHMENTS

1. Draft Resolution
2. Contract

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DB GAYA CONSULTANTS, LLC, FOR COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE WATER TANK COATING IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$24,360

WHEREAS, the City operates a municipal water system which includes two 500,000 gallon water storage tanks which are in need of recoating and retrofitting of the existing appurtenances ; and

WHEREAS, the proposed Coating and Tank Improvement project is currently under design with construction anticipated in Fall 2019 ; and

WHEREAS, it is necessary to have a certified coating inspector on site during the coating operation to ensure the project is performed to the standards set forth in the project specifications; and

WHEREAS, the City requested proposals from various firms qualified to perform the quality assurance inspection services; and

WHEREAS, staff reviewed the proposal and found DB Gaya Consulting, LLC, to be the most qualified to provide the design services; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301, the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) for the maintenance of existing facilities and restoration and rehabilitation of deteriorated or damaged existing structures.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with DB Gaya Consulting, LLC, for the Coating Quality Assurance Inspection Services for the Water Tank Coating Improvements Project for a cost not to exceed \$24,360, with \$22,595 from the FY 2018/19 Water Capital Improvement Budget (Act# 401-8910-9558) and \$1,765 from the FY 2018/19 Water Funds Consultants Budget (Act#401-8620-1030), and authorize Finance Department to appropriate funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of June 2019 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT
FOR PROTECTIVE COATING QUALITY ASSURANCE INSPECTION OF THE TWO
STEEL POTABLE WATER TANKS

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

I. TERM

This AGREEMENT shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

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

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

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

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed twenty four thousand three hundred and sixty dollars (\$24,360.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

VII. DEFAULT OF CONSULTANT

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

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the

course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any

reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT,

including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to

Note: The following paragraph is only to be used when the AGENCY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the AGENCY is funding a similar development-type study.

- ## XVI. NOTICES

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

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XVII. ASSIGNMENT

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or

with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section I. Term" of this contract.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: DB Gaya Consulting, LLC

By:


Dennis Gaya, President

Date:

5/26/19

City of Seaside
A Municipal Corporation

Craig Malin, City Manager

Date: _____

Attachments:

Exhibit A
Exhibit B
Exhibit C

Scope of Work
Consultant Proposal and Fee Schedule
Insurance Requirements

PROTECTIVE COATING INSPECTION SERVICES
TWO STEEL POTABLE WATER TANKS

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EXHIBIT A

SCOPE OF WORK

The Seaside Municipal Water System owns and operates two 500,000 gallon steel potable water storage tanks. The exterior tank roof and ladder will be recoated, and Scope of Work includes Quality Assurance Inspection Services to ensure the project is performed to the standards set forth in the project specifications. In addition, Scope of Work will include a constructability review of the 90% design specifications in advance of advertising for bidding and provide comments to the designer for incorporation into the final plans and technical specifications.

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DB Gaya Consulting LLC
2926 Thorn Rd.
Sebastopol, CA 95472
707-280-2240

April 29 2019

Mrs. Misty Bradshaw
Seaside Municipal Water System
Seaside, CA 93955

Dear Mrs. Bradshaw

DB Gaya Consulting LLC is pleased to submit this proposal to the City of Seaside Water District for the Reservoir rehabilitation project.

We specialize in high performance NSF approved tank linings as well as all high build epoxy, mastics and polyurethane liners for the wastewater and petroleum industries. Why choose our inspection company over others? We have been in business for 30 years and we have hundreds of satisfied customers who will tell you why. You can read testimonials on our web site. You'll find our proposal strategy for inspecting your project to be both economic and ecological – we use only the most modern green techniques for all our projects. All reports and correspondence is submitted via email. We will only submit paper copies when requested.

All information such as prices and schedules in this proposal will be valid for 120 days from the date of this proposal. For additional information or questions, please contact me at the number or Email address listed below.

We strongly believe our proposal has been thoroughly outlined and will meet or exceed all of your expectations and requirements. Thank you for your consideration and for putting your trust in DB Gaya Consulting LLC.

The estimate not to exceed figures attached to our proposal is based on past experience. The hours listed for each inspection task can change greatly do to contractor crew size, equipment used, procedures, workmanship, weather delays, etc.

Sincerely,

Dennis Gaya

Dennis Gaya
Principal
DB Gaya Consulting LLC

DB Gaya Consulting LLC
2926 Thorn Rd.

Sebastopol, CA 95472

(PH) 707-280-2240

www.dbgayaconsulting.com

April 29, 2019



Proposal

Protective Coating Quality Assurance Inspection

Prepared for:

Mrs. Misty Bradshaw
City of Seaside Municipal Water System
610 Olympia Ave,
Seaside, CA 93955

Description

Our company provides Project Management and Quality Assurance Inspection Service for the surface preparation and protective coating applications to all types of industrial painting projects.

We have been serving Cities, Municipalities, Water Agencies and the Petro-chemical industries for the past 30 years.

 www.dbgayaconsulting.com

Proposal Number: 2013-24

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Introduction

DB Gaya Consulting LLC has implemented a quality control system to ensure that this project meets or exceeds the specifications. Our quality control system ensures the project will proceed with minimal unforeseen problems and eliminates the costly trial and error approaches used by companies who do not integrate quality control into their overall project development from start to finish.

Proprietary Software for Daily Reports

Our proprietary daily reports are custom designed for each project. The reports can vary in length depending upon the amount of information recorded.

Detailed Photographic Documentation.

All of the equipment, materials, surface preparation, and coating applications are photographed and included in the Daily Reports.

Weekly Progress Reports

A weekly progress report is submitted showing the progress made to date and the percentage of the project remaining to be completed. The report is based on the weighted averages of each phase of the project.

Half Day Rates for Various Onsite Procedures

We utilize ½ daily rates when appropriate. This can be a great cost savings to the owner. This 4 hour minimum rate is mostly used during the interior and exterior blasting performed in containment with DH control. We will visit the project site each morning to photograph and document the progress from the previous day

Final Acceptance

A final walk through is performed with the Contractor, Inspector and Owner or Representative. A punch list of repairs needed will be developed and re-inspected until all deficiencies are repaired and accepted.

One Year Anniversary Inspection

The contractor, owner and inspector will meet on site to inspect the applied coatings for any defects that have developed within the past year. All defects found will be identified and repaired at the contractor's expense.

All of the inspections procedures will be in accordance with SSPC, NACE, AWWA and ASTM methods and standards

Project Approach

The bullets below indicate actions performed and documented while on the project site.

Coordinate with the contractor's superintendent and all personnel to assure project continuity.

- Document start-up and completion of tasks daily
- Monitor the number of crew and key personnel
- Conduct surface assessment prior to cleaning. This includes:
 - Check visible moisture, contaminant and irregularities
 - Check for flash rusting
 - Check the condition of all edges, welds, welds spatter, etc.
 - Grease and oil removal and protective coverings used if necessary
- Verify and record surface preparation system. This includes:
 - Compressor make and CFM rating
 - Blast pot size and configuration or recycling equipment
 - Cleanliness and dryness of operating air
 - Document media supplier, type and grade
 - Document recycle sequence and condition
 - Blast nozzle pressure/size and number of nozzles
 - Test for fines, oils, and chlorides in recycled media
 - Verify degree of cleanliness (e.g. SSPC-SP10)
 - Verify the surface profile
 - Photograph surfaces prior to coating application
- Record ventilation system and equipment/configuration.
 - Monitor interior and exterior ambient condition using Temperature Data Loggers manufactured by Onsat® Corp. All recorded temperature data is reviewed and logged daily.
- Monitor weather and temperature conditions. This is done to assure specification conformance. The following conditions are monitored by Onsat Data Loggers at 15-minute increments/ 24 hours per day. The readings are downloaded as determined by the project. We track the following data:
 - General weather conditions
 - Ambient temperatures
 - Dew point spread
 - Surface temperature of steel
 - Verification of dew point exceeding specified degree
 - Relative humidity
- Conduct surface assessment prior to coating application:
 - Check visible moisture, contaminants, and irregularities
 - Check flash rust formation
 - Verify dust and media residue removal
 - Verify compressed air is clean and dry
 - Record the time blasting ended

Record the time when the surface was accepted for coating

Record the magnetic base reading of the substrate prior to application of prime coat

- Monitor mixing of coating to assure specification conformance. This includes:
 - Documentation of coating manufacturer
 - Document mixing operations
 - Base name, batch number, expiration date recorded
 - Activator or additive name, batch number, expiration date recorded
 - Thinner name, specified inclusion limits and amount added
 - Mixing ratio per specifications
 - Induction time per specifications
 - Amount of coating applied during painting operation.
 - Document the time application procedure began and ended
 - Verify the surface temperature at start and end of application
- Record application system:
 - Document system employed
 - Document tip, orifice sizes, brush or roller types and sizes
 - Document elapsed time since substrate preparation
 - Document coating product description
 - Verify the application is within recoat/topcoat parameters
 - Verify uncoated border left
 - Document wet film thickness
 - Observe brushing of irregular surfaces
- Record application irregularities such as:
 - Over spray
 - Drips/runs/sags/curtains
 - Orange peel
 - Mud cracking
 - Uneven coat
 - Excessive thickness
 - Visible holidays
 - Inadequate preparation
 - Foreign matter embedded in the coating
- Inspect and verify all aspects of workman safety and report unsafe conditions.
- Document and photograph all corrective measures
- Conduct interim and final inspections
- Check visual appearances and surface conditions
- Conduct dry film thickness measurements
- Conduct holiday detection
- Verify completion of cure
- Document and verify remedial work required
- Photograph daily all phases of work performed

Inspection reports including photos for each site visit will be E-mailed at the end of the day.

The inspection report documents all inspection tasks performed and results obtained. In addition, a weekly project completion report detailing the percentage of each phase of the project will be submitted.

WARRANTY INSPECTION

We will meet with District representatives and the Contractor at the time and date specified to perform the warranty inspections. If remedial work is required, a specification will be written. The warranty inspection will include visual inspection of the entire project to determine if there are any areas requiring repair. All defects found will be photographed and submitted to the District and the Contractor. All repairs will be monitored for Quality Assurance. Written acceptance will be presented to the Contractor and the Agency when all repairs are accepted.

Personnel

The following DB Gaya Consulting LLC team members will be working with you during the course of your project. We have included our resumes below

Resume

Dennis Gaya – President

Dennis has acquired 45 years of knowledge and experience with industrial coatings. The scope of his experience covers all aspects of the coatings industry from apprentice painter, journeyman painter on the San Francisco Bay Bridge, plant manager of an abrasive blasting and coating company to Vice President of a large industrial painting company.

In 1980, his knowledge of industrial coatings brought him to International Paint Company as Technical Service Manager. This position was responsible for developing coating specifications for the petro-chemical industry and performing site inspection for industrial coating projects throughout the United States and the Pacific Rim.

Realizing the requirement for independent third party inspection was increasing dramatically, especially in the petro-chemical industry, Dennis became an independent consultant and inspector in January 1986.

The American Construction Inspectors Association (A.C.I.A.) No. 5172 certifies Dennis as a registered Protective Coatings and Lining Inspector.

Dennis has attained certificates for the following:

-  Red Lead abatement training certification – Steel Structures Painting Council
-  Confined Space Training – Chevron USA
-  Elevated work safety training – Chevron USA
-  General industry safety standards – Bay Area Training Truct.

Professional Affiliations:

-  American Construction Inspectors Association – Registered Corrosion Control Inspector # 5172
-  SSPC- Society of Protective Coatings
-  AWWA – American Water Works Association
-  NACE – National Association of Corrosion Engineers
-  California Contractors License C-33 Painting Contractor #723752Dennis Gaya has been a Registered Coating Inspector for 27 years. He founded DB Gaya Consulting in 1986.

Dana Gaya – Vice President

Dana Gaya is Level III – Certified International Coating Inspector. His certification is with the National Association of Corrosion Engineers (NACE) License # 9246

Dana Obtained the Level III credentials in December 2001. As an active member of N.A.C.E. he is required to attend continuing education courses to maintain his re-certification every two years. He attends seminars and meetings of the Society of Protective Coatings and the National Association of Corrosion Engineers.

Dana became a partner and vice president 15 years ago. He performs all phases of quality assurance inspection of the surface preparation and the application of protective coatings and all testing and photographing of projects.

Professional Affiliations:

-  National Association of Corrosion Engineers – Registered International Level III Coating Inspector.
-  SSPC – Society of Protective Coatings – Steering Committee member Cal/ Nevada Chapter.
-  AWWA – American Water Works Association
-  Dana Gaya Has been performing Quality Assurance surface preparation and coating application inspections for the past 15 years.

Summary

Your project will be inspected entirely by Dennis and Dana Gaya.



Experience and Qualifications

Our experience spans 28 years for industrial protective coating inspection. The list of engineers, Cities, Municipalities, and government agencies establishes our expertise in the field.

Our qualifications are outlined on our resumes within this proposal.

Engineering Firms:

- Brelje & Race Engineers
- Brown & Caldwell
- CSW-Stuber Stroeh Engineers
- Covello Group
- Coastline Civil Engineering
- Dept. of Parks and Recreation – East Bay Regional Parks District
- DWG Associates
- Harris & Associates
- GS Dodson & Associates
- Kennedy – Jenks Engineers
- Mactec Engineering
- Pakpour Consulting Group
- PSOMAS
- RGM & Associates
- Richardson Engineering
- Schaaf & Wheeler
- SHN Consulting Engineers
- Shoreline Engineering
- SOHA Engineers
- Veizades & Associates
- Winzler & Kelly

Cities and Municipalities:

- Belmont Water District
- Bolinas P.U.D.
- California American Water
- Callayomi Water District
- Citizens Utilities
- City of Campbell
- City of Cloverdale
- City of Cotati
- City of Dali City
- City of Eureka
- City of Fairfield
- City of Gilroy
- City of Hayward
- City of Hollister
- City of Los Banos

- City of Livermore
- City of Morgan Hill
- City of Napa
- City of Petaluma
- City of Pittsburg
- City of Rohnert Park
- City of Sebastopol
- City of San Jose
- City of San Mateo
- City of Santa Rosa
- City of Seaside
- City of Ukiah
- City of Vacaville
- City of Williams
- City of Yuba City
- Clearlake Special Services District
- Marina Coast Water District
- Mid-Peninsula Water District
- Marin Water District
- North Marin Water Agency
- Sea Ranch Water Company
- Sonoma County Water Agency
- Stinson Beach Water Agency
- Town of Hillsborough
- Vallejo Sanitation District
- Valley of the Moon Water District
- United States Coast Guard
- United States Air Force



References

The following are some of our clients who have agreed to be references. Feel free to contact any of our references about their experience with DB Gaya Consulting. For more details see our web site references page at:

www.dbgayaconsulting.com

- Marin Water District – Skyview Reservoir and Los Ranchitos Reservoir – Complete exterior red lead removal. 100% solid plural component epoxy applied to both tank interiors.
 - Contact – Gary Andersen – Marin Water District – 415- 945-1581
- City of Williams – One million gallon new construction steel reservoir. Exterior system – Zinc, epoxy, urethane coating system. Interior – 100% solid plural component system.
 - Contact – Art DaRosa – 530-473-2519
- Mid-Peninsula Water District - Two – 10,000 gallon potable water reservoirs. Preconstruction shop blasting and priming inspection recently completed. Onsite inspection starting July 2014.
 - Contact – Victor Fung – Pakpour Engineering – 925-224-7717
- Novato Sanitary District – Clarifier #2 – Completed March 2014.
 - Contact – Clay Kuzma – Covello Group – 925-933-2300
- City of Vallejo – Clarified #3 – Recoating in progress
 - Contact – Gus Silva 707-644-8949
- City of Eureka – Remove and recoat the structural steel roof members in a 20 million gallon potable water reservoir. The project has been ongoing since January 2012 and will continue until the spring of 2013. We have been supplying full time inspection since startup.
 - Contact: Angie Sorensen – Senior Engineer – 707-268-1970
- City of Newark – Newark Natatorium – Remove and replace all failed interior coatings of the entire ceiling steel, roof sheeting and HAVAC sheet metal.
 - Contact – Keith Anderson – Senior Engineer – 650 – 224-7119
- City Santa Rosa – 3 Potable Water Tank Seismic Upgrade Project. Providing QA/QC inspection for the removal and relining the interior and exteriors of all 3 tanks. We are the on call Coating Consulting Company for the City for the past 20 years.
 - Contact – Dave Keck – Senior Inspector – 707-481-3412
- City of Forestville – 1 new one million gallon potable water tank - interior and exterior coating application.
 - Contact – Jake Bricker – Brelje & Race Consulting Engineers – 707-576-1322
- City of Santa Rosa – Laguna Water Treatment Plant – Clarifier #3 - Perform QA/QC inspection for the removal of the existing coating and replacement.
 - Contact – Mike Prinz – Senior Engineer – 707-543 4288

RECENTLY COMPLETED PROJECTS

- Placer County Water District – 2 potable water tank interior and exterior coating applications.
 - Contact – Alton Caesar – pcwair@pcwa.net
- United States Coast Guard Station – San Francisco Airport.
 - Provide QA/QC Inspection during the removal and application of an interior liner system of 4 jet fuel tanks.
- United States Coast Guard – Bay Ship Dry Dock
 - Provide QA/QC inspection for the surface preparation and application of new coatings to four Coast Guard Cutters
- United States Air Force – White Sands Missile Range – New Mexico
 - Provide QA/QC inspection for the removal and replacement of interior linings to 4 jet fuel tanks.
- United States Coast Guard Station – Two Rock, CA. – Training Center. – 2 x 1 million-gallon reservoirs.
 - Provide QA/QC Inspection during the removal and application of a new lining system.
- City of Vacaville – Evaluate the condition of the protective coatings on the interior and exterior of 3 potable water tanks owned by the City. Project to start in 2013. We are the selected inspection firm for the project.
 - Contact – Victor Alaniz – Nolte Engineers– Senior Engineer – 916-641-9173
- Coastland Civil Engineering and City of American Canyon
 - Assist with specification development and review.
 - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
 - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
 - Conduct all testing of the completed coating system.
 - Contact: Mike Janes – 707- 571-8005
- Mid-Peninsula Water District
 - Assist with specification development and review.
 - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
 - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
 - Conduct all testing of the completed coating system.
 - Contact – Mike Anderson – 650 – 591-8941
- City of Livermore – 2 x 2 million-gallon potable water reservoirs.
 - Assist with specification development and review.
 - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
 - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
 - Conduct all testing of the completed coating system.

Exhibit B

- o Contact – Joel Waxdeck - 925-960-8129
- City of Ukiah
 - o Provide QA/QC Inspection during the surface preparation and coating application to four potable water filter tanks.
 - o Contact the Engineering Dept.
- North Marin Water District – 2 Potable water tanks - Interior and exterior coating removal and relining.
 - o Contact – Carmela Chandrasekera – Engineer – 707-897-4133
- City of Rohnert Park – 4 Potable water tank interior and exterior lining replacement – Red lead paint removal.
 - o Contact – Patrick Barnes – 707-588-2233
- City of Fairfield – Evaluate the condition of the protective coatings on the interior and exterior of five potable water tanks owned by the City.
 - o Assist in the preparation of the project specifications for the replacement of the protective coating systems.
 - o Provide the Quality Assurance (QA/QC) Inspection during the removal and application of the new coating systems.
 - o Currently inspecting two of the tanks in progress.
 - o Upper Mangles - 1.1 million gallon reservoir.
 - o Rolling Hills Reservoir – 3.1 million gallon reservoir.
 - o Contact: Nolte Engineers - Victor Alaniz : 916 – 641-9173



Fee Structure and Estimated Costs Based on DIR Prevailing Wages

On site Quality Assurance Inspection	Price
Straight Time hourly rate up to 8 hours per day	\$105.00 per hour
Premium Time hourly rate over 8 hours per day and Saturday	\$130.00 per hour
Double Time hourly rate over 8 hours Saturday and all day Sunday	\$150.00 per hour
Second Shift Inspection Rates	
Straight Time hourly rate up to 8 hours per day	\$112.00 per hour
Premium Time hourly rate over 8 hours per day and Saturday	\$135.00 per hour
Double Time hourly rate over 8 hours Saturday and all day Sunday	\$160.00 per hour
Vehicle Charges	
Portal to Portal mileage charge	\$0.56 per mile
Bridge tolls	@ cost
Four hour minimum charge onsite	\$400.00 per visit
Laboratory fees if required	Cost plus 10%

Standard Disclaimer: The numbers represented above are to be used as an estimate for the project discussed. The above Fee Structure does in no way constitute a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before being locked in by a binding contract.



Estimated Costs

Water Tank Exterior Roof Recoating Phase and Interior Touch Up

Estimated Project duration - 30 days

Subsistence if needed= \$150 per Night

Full day inspections – 28 days @ \$870.00 = \$24,360.00
Surface Preparation and Coating Applications & Testing

TOTAL - \$24,360.00

Note: This estimate represents our best judgment as Protective Coating Consultants experienced in the coating industry. However, it must be recognized that DB Gaya Consulting has no control of the contractor's equipment, negligence, lack of manpower, Force Majeure, or other forces beyond our control.

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EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.P.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: June 20, 2019

SUBJECT: ADOPT CHANGES TO THE EXPENSE AND USE OF PUBLIC RESOURCES POLICY TO ALLOW FOR THE PURCHASE OF FOOD FOR COUNCIL MEMBERS DURING CITY COUNCIL MEETINGS

PURPOSE & RECOMMENDATION

That the policy be updated to reflect the changes as recommended.

BACKGROUND

In 2018 the expense and public use policy was updated to incorporate the recommendations from the fiscal audit to show that the City of Seaside takes it stewardship over the use of its limited public resources seriously and that public resources should be used when there is a substantial benefit to the city. It is also used to outline when it is and is not appropriate to use funds for specific business purposes.

City Council members are elected officials and are allowed per the expense and use of public resources to use public funds when it is considered a legitimate business purchase. It is stated in the existing policy:

Whereas, 1) legislative and other regional, state and federal agency business is frequently conducted over meals; 2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and 3) daily meal expenditures must comply with the limits and reporting requirements of local, state and federal law

This item is recommending that the following section be added into the policy to allow for the purchase of food for Council Members during meetings that are for a considerable duration and cross over a meal period, not allowing opportunities for

Council Members to have in independent meal period.

II. Authorized Expenses

9. Family style food for Council Members during City Council meetings that begin and end over the duration of a meal period, when conducting city business.

If approved this would authorize the purchase of food for Council Members during extended City Council meetings. All other provisions remain unchanged.

FISCAL IMPACT

Historically the City has provided food to the Council during Council meetings but was suspended when expenditures were frozen. Total cost would not exceed \$2,000 annually.

ATTACHMENTS

1. Draft Changes to Travel & Reimbursement Policy

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE
Expense and Use of Public Resources
Policy Statement
Updated July 2017

I. Findings

Whereas, the City of Seaside takes its stewardship over the use of its limited public resources seriously.

Whereas, public resources should only be used when there is a substantial benefit to the City.

Whereas, such benefits include:

1. The opportunity to discuss the community's concerns with state and federal officials;
2. Participating in regional, state and national organizations whose activities affect the City;
3. Attending educational seminars designed to improve officials' skill and information levels; and,
4. Promoting public service and morale by recognizing such service.

Whereas, 1) legislative and other regional, state and federal agency business is frequently conducted over meals; 2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and 3) daily meal expenditures must comply with the limits and reporting requirements of local, state and federal law.

Whereas, this policy provides guidance to elected and appointed officials that are members of the various legislative bodies of the City on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured.

Whereas, this policy satisfies the requirements of Government Code Sections 53232.2 and 53232.3.

Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.

Whereas, this policy also applies to any charges made to a City of Seaside purchasing card, cash advances or other line of credit.

Whereas, this policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws.

II. Authorized Expenses

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:

1. Communicating with representatives of regional, state and national government on City-adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the City's interests;
4. Recognizing service to the City, e.g. a gift or celebration of a nominal value;
5. Attending City events;
6. City-related charitable events of a nominal value;
7. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.
8. Meals for persons with whom the official is conducting City-related business, not to exceed the daily maximum as set forth in §III (G) per person, and not including expenses for alcohol.
9. Family style food for Council Members during City Council meetings that begin and end over the duration of a meal period, when conducting city business.

All other expenditures, including international and out-of-state travel and expenses in

excess of the annual limits established for each office holder, require prior approval by the City Council at a public meeting.

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip (including personal clothing);
2. Political or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other non-city related cultural events;
5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline, car washes; and
6. Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

III. Cost Control

To conserve City resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the City will be limited to the costs that fall within the guidelines, unless prior approval from the City Council is obtained at a public meeting.

A. Transportation. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

B. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), the California State Association of Counties (<http://www.csac.counties.org/default.asp?id=635>) and the State of California are presumed to be the most economical and reasonable for purposes

of reimbursement under this policy.

C. Automobile. To ensure the most economical mode of transportation is used, a City vehicle should be used when available. If it is not feasible to use a City vehicle, automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (*see* www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.

D. Car Rental. Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelsmart.com/default.htm>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

E. Taxis/Shuttles. Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

F. Lodging.

Lodging expenses at the single room rate will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1) Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

2) Other Lodging.

Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at <http://www.catravelsmart.com/lodguideframes.htm>. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the Internal Revenue Service per diem rates for a given area are presumed reasonable and hence reimbursable. If lodging rates exceed the IRS per diem rates, prior approval of the City Manager must be obtained.

G. Meals/ Incidentals

Meal expenses and associated gratuities (up to 15%) will be reimbursed at actual cost, not to exceed (amounts listed include gratuity)

Breakfast \$12.00

Lunch \$18.00

Dinner \$36.00

The City will not pay for alcohol/personal bar expenses.

Meals and incidental expenses on travel days will be reimbursed according to the following:

- Breakfast if leave worksite/home before 6AM
- Lunch if leave worksite/home before 10 AM (day of departure) or return to worksite/home after 2 PM (day of return)
- Dinner if return to worksite/arrive home after 8 PM

Incidental expenses include fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards.

In accordance with the IRS, the City reimbursement policy is an accountable plan – reimbursements are not taxable. However, reimbursements of meals when travel does not have an overnight stay are deemed non-accountable and are subject to Federal and Medicare tax. The amount of non-accountable reimbursements will be recorded through payroll on a quarterly basis.

H. Telephone/Fax/Cellular/Internet

Officials will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

Officials will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if Internet access is necessary for City related business.

I. Airport Parking

Long-term parking must be used for travel exceeding 24 hours.

J. Other

Baggage handling fees of up to \$1 per bag and gratuities of up to 15 percent will be reimbursed. Expenses for which City officials receive reimbursement from another agency are not reimbursable by the City of Seaside.

K. Family Care Expenses

Reimbursement for actual family care expenses incurred in the performance of official duties.

IV. Procedure for Authorization

To obtain approval for attending meetings, conferences or other events involving overnight accommodations, the following procedures must be followed:

1. Official must complete a "Travel Request Report and Payment Authorization Form" five (5) business days in advance. This request must be forwarded to the City Manager.
2. The City Manager will review all travel requests. An approved travel request will be forwarded to the Finance Department. Unapproved requests will be returned to the official.
3. The Finance Department will verify that funds are available and that the official has no outstanding Travel Expense Reports due from prior travel. If funds are not available or there are outstanding Travel Expense Reports, the request will be returned to the City Manager detailing the reason the request is being returned. If funds are available, the request will be processed.
4. After travel has been authorized, the hotel and training expenditures can be paid via check or Calcard. Meals and incidentals paid by traveler will be reimbursed upon return from travel.
5. Within ten (10) business days after returning from travel, the official must complete the Travel Expense Report in accordance with §VI below. The Travel Expense Report shall be submitted to the Department Head for review and approval of reimbursement. The Travel Expense Report shall be audited by the Finance Department for accuracy and proper receipts. The official shall be contacted to resolve any discrepancies.
6. Any meal expenditures that were paid by Calcard and exceed individual meal amounts must be returned to the City treasury within ten (10) business days of the official's return, along with an expense report and receipts documenting each meal in compliance with this expense policy.

V. Expense Report Content And Submission Deadline

All expense reimbursement requests must be submitted on an expense report form provided by the City.

Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

Officials must submit their expense reports within 10 business days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts detailed with actual items purchased, in addition to any credit card receipts, are also part of the necessary documentation. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event City Manager is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

VI. Audits Of Expense Reports

All expenses are subject to verification that they comply with this policy.

VII. Reports To The Legislative Body

At the following City legislative body meeting, each official shall briefly report on meetings attended at City expense. If multiple officials attended, a joint report may be made.

VIII. Compliance With Laws

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

IX. Violation Of This Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) criminal prosecution for misuse of public resources.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.Q.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: June 20, 2019

**SUBJECT: APPROVE TEMPORARY TRAFFIC CONTROL PLAN FOR THE
CLOSURE OF DEL MONTE BOULEVARD FOR THE PORSCHE
MONTEREY CLASSIC PARTNER EVENT ON AUGUST 12, 2019**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve a traffic control plan for the temporary closure of Del Monte Boulevard to through traffic from Tioga Avenue to 1771 Del Monte Blvd. during the Porsche Monterey Classic Partner Event on Monday, August 12, 2019.

BACKGROUND

Porsche Monterey will be holding their Classic Partner Event on Monday, August 12, 2019 from 6:00 PM to 8:30 PM. The majority of the event will take place on Porsche property. They are requesting the closure of Del Monte Avenue from Tioga Avenue to 1771 Del Monte Blvd. for their Porsche display beginning at 4:00 PM to 9:00 PM. A letter of support from the adjacent business owner, Peninsula Radiator Shop, 1775 Del Monte Blvd. is attached.

City crews will close Del Monte to through traffic at 4:00 PM on Monday, August 12, 2019. The street will be closed to southbound through traffic at Tioga Ave/Auto Center Parkway and the northbound through traffic will be closed at 1771 Del Monte Blvd. As shown on the attached Temporary Traffic Control Plan, the northbound traffic on Del Monte past of Clementina Ave. will merge into one lane and will be redirected southbound at the closure at 1771 Del Monte Blvd. It is estimated to take 2 1/2 hours to set up for the street closure and 1 1/2 hour to break down. Northbound and southbound traffic will detoured through Auto Center Parkway at Tioga Ave for

southbound traffic and at Clementina Ave for northbound traffic.

It is recommended that the City Council approve the temporary traffic control plan for the Del Monte Boulevard street closure on August 12, 2019 for Porsche Monterey Classic Partner Event.

FISCAL IMPACT

Fee to prepare and install traffic control is \$4,700.00. Porsche Monterey would be responsible to reimburse the City for its cost to implement the Traffic Control Plan.

ATTACHMENTS

1. Peninsula Radiator Shop Letter of Support
 2. Traffic Control Plan - August 12, 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

May 22, 2019

To Whom It May Concern;

We are neighbors of Porsche Monterey and our business sits in between the dealership and the Lithia Detail Center, operated by Porsche Monterey. Our business operates between the hours 8am and 5pm. Porsche Monterey has notified us of their request for street closure and we believe it will not have a negative impact on our business and support our neighbors request for closure for their Classic Partner Event.

Please contact us with questions.

Regards,

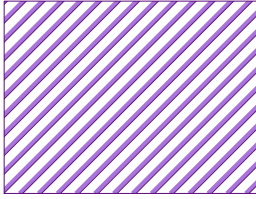
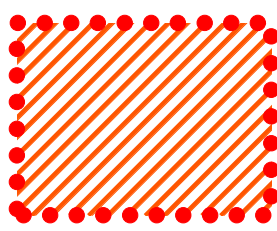
A handwritten signature in black ink, appearing to read "Morgan Nicklin". The signature is written in a cursive, flowing style.

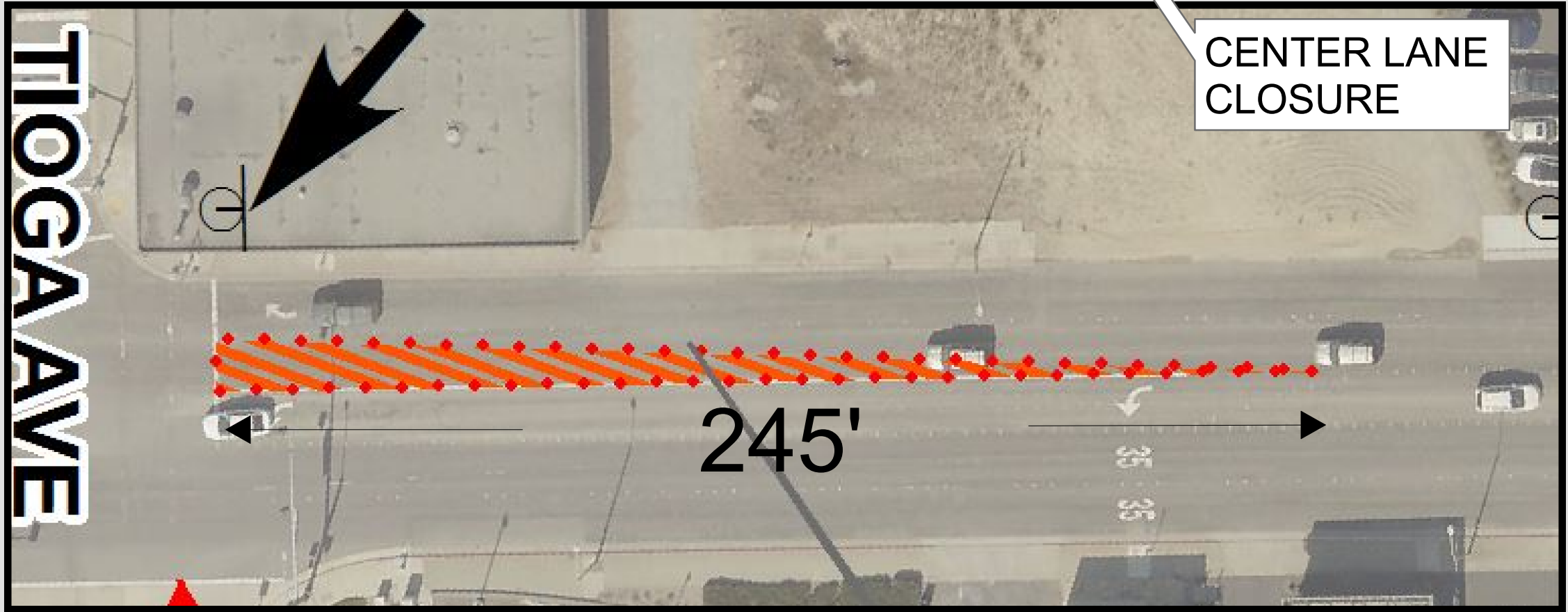
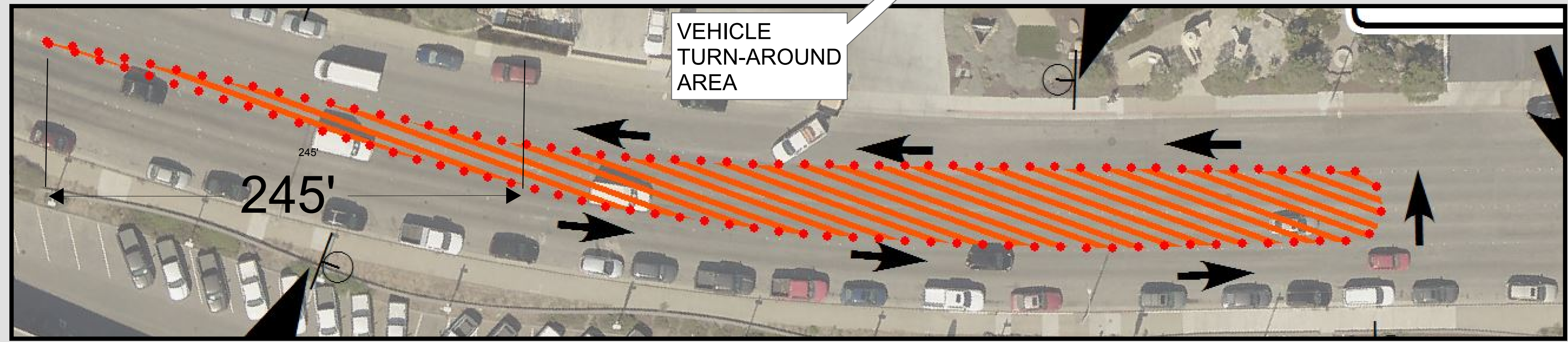
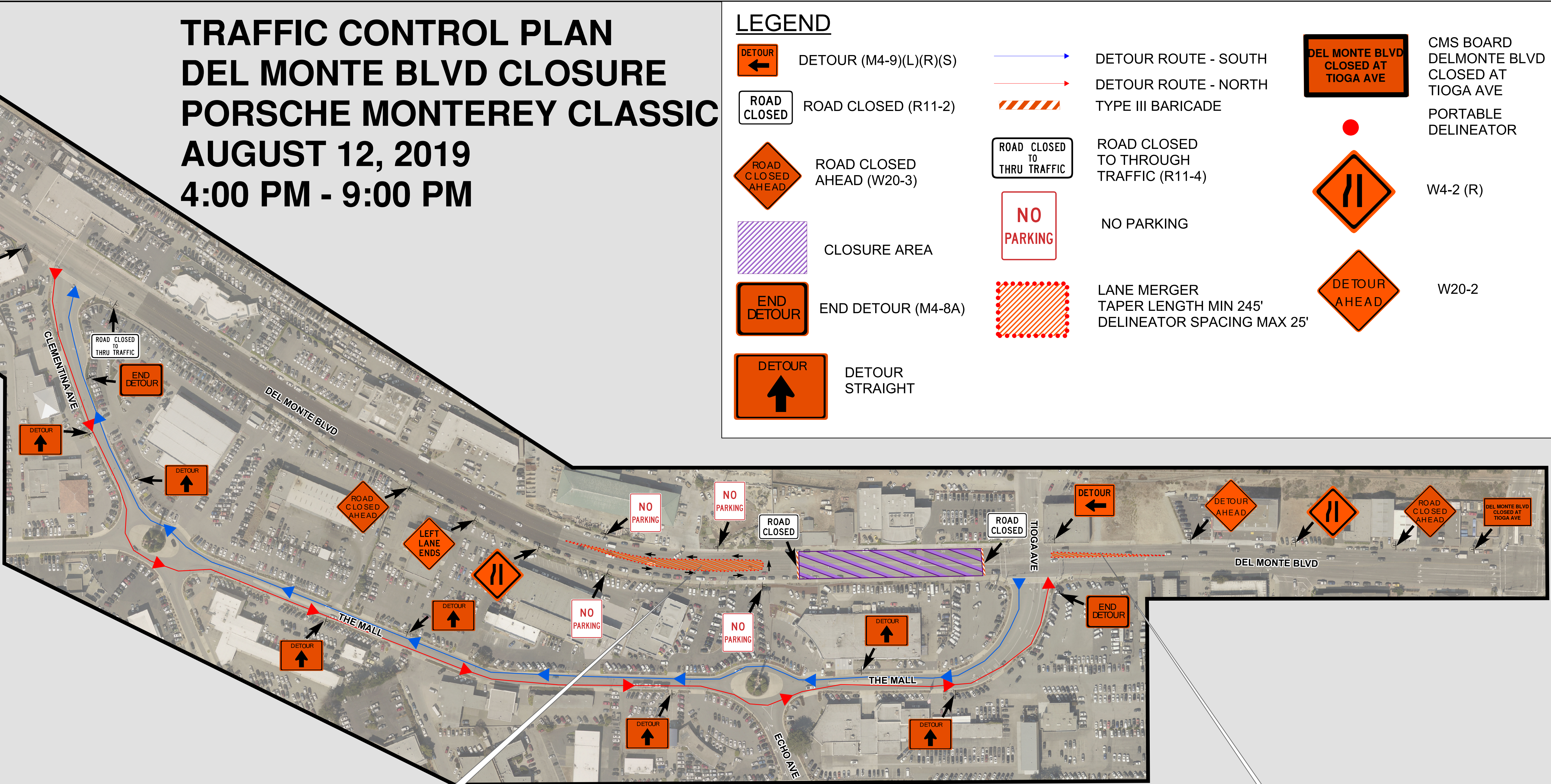
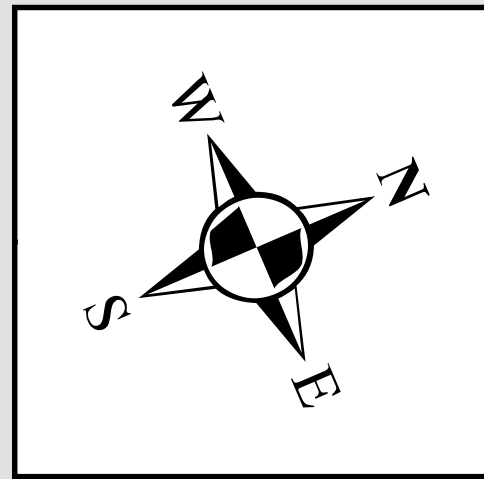
Peninsula Radiator Shop

831.394.5923

**TRAFFIC CONTROL PLAN
DEL MONTE BLVD CLOSURE
PORSCHÉ MONTEREY CLASSIC
AUGUST 12, 2019
4:00 PM - 9:00 PM**

LEGEND

	DETOUR (M4-9)(L)(R)(S)		DETOUR ROUTE - SOUTH		CMS BOARD DELMONTE BLVD CLOSED AT TIOGA AVE
	ROAD CLOSED (R11-2)		DETOUR ROUTE - NORTH		PORTABLE DELINEATOR
	ROAD CLOSED AHEAD (W20-3)		TYPE III BARICADE		
	CLOSURE AREA		ROAD CLOSED TO THROUGH TRAFFIC (R11-4)		
	END DETOUR (M4-8A)		NO PARKING		W20-2
	DETOUR STRAIGHT		LANE MERGER TAPER LENGTH MIN 245' DELINEATOR SPACING MAX 25'		





CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: June 20, 2019

SUBJECT: THE 2019-20 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS

PURPOSE & RECOMMENDATION

To discuss in more detail the draft budget, incorporating the changes from the Study Session on June 18, 2019 and provide direction to staff.

BACKGROUND

There is no report for this item at this time.

The City Council held a Study Session on the draft budget at a Special Meeting on June 18, 2019.

The budget document has been updated to include the Budget Message from the City Council and an updated salary schedule.

An oral presentation will be made at this meeting incorporating any changes or comments made during that special meeting.

The staff report from the June 18th meeting is available here:

<https://seasideca.civicclerk.com/Web/UserControls/DocPreview.aspx?p=1&aoid=1675>

The draft budget preview is available at the following

link: <https://www.ci.seaside.ca.us/Archive.aspx?ADID=503>

FISCAL IMPACT

None at this time.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief
Sheri Damon, Assistant City Attorney

DATE: June 20, 2019

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE
MUNICIPAL CODE CHAPTER 9 ADDING CHAPTER 9.21
STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY
(FIRST READING - ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce the draft ordinance as presented, discuss, invite comments from the public and pass to print the draft ordinance amending Municipal Code Chapter 9 adding Chapter 9.21 "Storage of Personal Property on City Property".

BACKGROUND

Recent case law addressing seizing property on public property and enforcing storage of personal property ordinances have resulted in litigation against municipalities. The City finds it necessary to amend Seaside Municipal Code Chapter 9 adding Chapter 9.21.

The draft ordinance was presented to the Homeless Committee on May 23, 2019 for recommendation to City Council. The Committee discussed and accepted public comment, then recommended approval to forward to City Council as written.

FISCAL IMPACT

None

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADDING CHAPTER 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings And Purpose.

- A. The purpose of this Ordinance is to amend the Seaside Municipal Code to add a new chapter addressing the storage of personal property on public property to protect the health, safety, and welfare of the community and also recognize that there are members of the community without access to private spaces that need to retain access to a limited amount of private property. This Ordinance ensures the public areas within the city, including streets, sidewalks, parks, public buildings, and public land, be readily accessible and available to residents and the public at large for use in a safe and healthy manner while recognizing the needs of individuals without access to private spaces to sleep and be able retain access to a limited amount of personal property while doing so.

Nothing in this article is intended to interfere with otherwise lawful and ordinary uses of public or private property.

SECTION 2. Adding Chapter 9.21 Storage Of Personal Property On City Property

9.21.010 Definitions.

The definitions contained in this subsection shall govern the construction, meaning, and application of words and phrases used in this chapter.

- (a) "Administrative procedure" means the city's administrative procedure for the removal of personal property.
- (b) "Bulky item" means any item, with the exception of a constructed tent, operational bicycle or operational walker, crutch or wheelchair, that is too large to fit into a ninety-gallon container with the lid closed, including, but not limited to, a shed, structure, mattress, couch, chair, other furniture or appliance. A container with a volume of no more than sixty gallons used by an individual to hold his or her personal property shall not in itself be considered a bulky item.
- (c) "City property" means any real or personal property owned or controlled by the city and includes, but is not limited to, any publicly-owned park, building,

street, sidewalk, way, path, alley, park, parking lot or other public property owned or controlled by the city and located within the city of Seaside.

- (d) "Excess personal property" means any and all personal property that cumulatively exceeds the amount of property that could fit in a 90-gallon container with the lid closed.
- (e) "Person" means any individual, group, business, company, corporation, joint venture, partnership or other entity or association composed of two or more individuals.
- (f) "Personal property" means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, backpacks, clothing, documents, medication, and household items.
- (g) "Store", "stored", "storing" or "storage" means to put personal property aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily or regular basis shall be considered storing and shall not be considered to be removing the personal property from a public area. This definition shall not include any personal property that, pursuant to statute, ordinance, permit, regulation or other authorization by the city or state, is stored with the permission of the city or state on real property that is owned or controlled by the city.
- (h) "Tent" means any tent, as that term is generally understood, and also includes any tarpaulin, cover, structure or shelter, made of any material which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarpaulins, cover, structure or shelter.
- (i) "Unattended" means no person is present with the personal property who asserts or claims ownership over the personal property. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property.

9.21.020 Regulation, impoundment, and discarding of stored personal property.

- (a) No person shall store any unattended personal property on city property. With pre-removal notice as specified in Chapter 9.21.030(a), the city may impound any unattended personal property stored on city property regardless of volume. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (b) No person shall store any attended excess personal property in a public area. With pre-removal notice as specified in Chapter 9.21.030(a), the city may impound any unattended personal property stored on city property regardless of volume. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).

- (c) No person shall store any personal property on city property in such a manner that it does not allow for passage as required by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended from time to time (ADA). Without prior notice, the city may move and may immediately impound any personal property, whether attended or unattended, stored in a public area in such a manner that it does not allow for passage as required by the ADA. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (d) No person shall store any personal property on city property within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Without prior notice, the city may move and may immediately impound any personal property, whether attended or unattended, stored in a public area within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (e) No person shall store personal property on city property that has a clearly posted closure time at any after the posted closure time. Without prior notice, the city may remove and impound personal property, whether attended or unattended, stored on city property that has a clearly posted closure time, provided the personal property is removed and impounded after the posted closure time. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (f) No person shall store personal property on city property that has been noticed for a cleanup pursuant to Seaside Municipal Code Chapter 9.21.030(c). Without additional notice to that notice required by Seaside Municipal Code Chapter 9.21.030(c), the city may remove and impound personal property, whether attended or unattended, stored on city property that has been noticed for a cleanup, provided the personal property is removed and impounded during the time of the noticed cleanup or within twenty-four hours following any noticed cleanup. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (g) No person shall store any personal property on public property if the personal property, whether attended or unattended, constitutes an immediate threat to the health or safety of the public. Without prior notice, the city may remove and may discard any personal property stored in a public area if the personal property poses an immediate threat to the health or safety of the public.
- (h) No person shall store any personal property in a public area if the personal property, whether attended or unattended, constitutes an evidence of a crime or contraband. Without prior notice, the city may remove and may discard any personal property that constitutes evidence of a crime or contraband, as permissible by law.
- (i) No person shall store any bulky item on city property. Without prior notice, the city may remove and may discard any bulky item, whether attended or

unattended, stored in on city property unless the bulky item is designed to be used as a shelter. For any bulky item that is designed to be used as a shelter, but does not constitute a Tent as defined in Chapter 9.21.010, with pre-removal notice as specified in Chapter 9.21.030, the city may remove and discard the bulky item, whether attended or unattended. If the bulky item violates another subsection herein, even if it is designed to be used as a shelter, the city may remove, impound, or discard the bulky item pursuant to that subsection.

9.21.030 Notices.

- (a) Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously on or near the personal property and the actual removal commences no more than seventy-two hours after the pre-removal notice is posted. The written notice shall contain the following:
 - (1) A general description of the personal property to be removed.
 - (2) The location from which the personal property will be removed.
 - (3) The date and time the notice was posted.
 - (4) A statement that the personal property has been stored in violation of Seaside Municipal Code Chapter 9.21.020.
 - (5) A statement that the personal property may be impounded if not removed from public areas within twenty-four (24) hours.
 - (6) A statement that moving personal property to another location in a public area shall not be considered removal of personal property from a public area.
 - (7) The address where the removed public property will be located, including a telephone number through which a person may receive information as to impounded personal property.
 - (8) A statement that impounded personal property may be discarded if not claimed within ninety (90) days after impoundment.
- (b) Post-Removal Notice. Upon removal of stored personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written notice shall contain the following:
 - (1) A general description of the personal property removed.
 - (2) The date and approximate time the personal property was removed.
 - (3) A statement that the personal property has been stored in violation of Seaside Municipal Code Chapter 9.21.020.

(4) The address where the removed personal property will be located, including a telephone number and internet website of the city through which a person may receive information as to impounded personal property.

(5) A statement that impounded personal property may be discarded if not claimed within ninety days after impoundment.

(c) Notice of cleanup of public property. It may be necessary to periodically close public property for cleaning and removal of accumulated garbage, refuse, hypodermic needles, and debris. The city council shall approve, by resolution, a form and procedure the promulgation of public notice for the closing of public property for such cleanings. No more than one fourth of the sidewalks in the city shall be closed for cleaning on any one day.

9.21.040 Storage, disposal, and repossession of impounded property.

(a) Except as specified herein, the city shall move impounded personal property to a place of storage.

(b) Except as specified herein, the city shall store impounded personal property for ninety days, after which time, if not claimed, it may be discarded. The city shall not be required to undertake any search for, or return, any impounded personal property stored for longer than ninety days.

(c) The city shall maintain a record of the date any impounded personal property was discarded.

(d) The owner of impounded personal property may repossess the personal property prior to its disposal upon submitting satisfactory proof of ownership. A person may establish satisfactory proof of ownership by, among other methods, describing the location from and date when the personal property was impounded from a public area, and providing a reasonably specific and detailed description of the personal property. Valid, government-issued identification is not required to claim impounded personal property.

9.21.050 Ban on attachments to public and private property.

(a) Public Property. No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any public property, including, but not limited to, a building or portion or protrusion thereof, fence, bus shelter, trash can, mail box, pole, bench, news rack, sign, tree, bush, shrub or plant, without the city's prior written consent.

(b) Private Property. No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any private property in such a manner as to create an obstruction on or across any street or area where the public may travel.

- (c) Removal. Without prior notice, the city may remove any barrier, string, wires, ropes, chains or other attachment of personal property, whether attended or unattended, to any public property, or to any private property which creates an obstruction to any street or area where the public may travel.

9.21.060 Illegal dumping.

Nothing herein precludes the enforcement of any law prohibiting illegal dumping.

9.21.070 Unlawful conduct.

- (a) No person shall willfully resist, delay or obstruct a city employee from moving, removing, impounding or discarding personal property stored on city property in violation of Seaside Municipal Code Chapter 9.21 Section 9.21.020.
- (b) No person shall refuse to take down, fold, deconstruct or otherwise put away any tent erected or configured between the hours of 7:00 a.m. and 7:00 p.m., in violation of Seaside Municipal Code Chapter 9.21.020, or willfully resist, delay or obstruct a city employee from taking down, folding, deconstructing, putting away, moving, removing, impounding or discarding the tent, including by refusing to vacate or retreat from the tent.
- (c) No person shall refuse to remove any barrier, string, wire, rope, chain or other attachment that violates Seaside Municipal Code Chapter 9.21.050, or willfully resist, delay or obstruct a city employee from deconstructing, taking down, moving, removing, impounding or discarding the barrier, string, wire, rope, chain or other attachment, including by refusing to vacate or retreat from an obscured area created by the attachment.
- (d) No person shall willfully resist, delay or obstruct a city employee from removing or discarding a bulky item stored in violation of Seaside Municipal Code Chapter 9.21.020, including by refusing to vacate or retreat from within the bulky item or from an obscured area created by the bulky item.
- (f) A violation of Seaside Municipal Code Chapter 9.21.060 prohibiting illegal dumping.

Section 3. Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each

section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.”

SECTION 4. Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption by the Council.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside held on _____, 2019.

ADOPTED as an Ordinance of the City Council of the City of Seaside at a regular meeting of the City Council held on _____ 2019, by the following vote:

Ayes:	Council members:
Noes:	Council members:
Absent:	Council members:
Abstain:	Council members:

Ian N. Oglesby, Mayor

Attest:

Lesley Milton-Rerig, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, Assistant City Attorney

DATE: June 20, 2019

**SUBJECT: CONSIDERATION AND ADOPTION OF URGENCY ORDINANCE
PROHIBITING THE USE OF ALL FIREWORKS AFTER 10:00 P.M.**

PURPOSE & RECOMMENDATION

The purpose of this is to adopt an urgency ordinance to assist in the regulation of illegal fireworks and prohibit the use of all fireworks past the hour of 10:00 p.m..

BACKGROUND

At the meeting of June 11, 2019, the Council directed staff to bring forward an urgency ordinance to prohibit the use of all fireworks after 10:00 p.m. The 2018 After Action Report indicated the Fire Department responded to approximately 70 calls and the Police Department had 167 Dispatched calls for service. The reports indicated approximately 80 pounds of fireworks were confiscated. Seaside has a no tolerance policy for the use of illegal fireworks. It was observed that some members of the public "sandwiched" safe and sane fireworks and illegal fireworks together making it difficult if not impossible to cite violators using illegal fireworks. The City of Seaside spent significant sums in overtime to regulate fireworks and there wasn't a drop off until after 11:15 p.m. In order to address those issues and reduce the number of noise and other complaints, the Council directed this urgency ordinance brought forward for consideration.

FISCAL IMPACT

No additional fiscal impact.

ATTACHMENTS

1. Draft Urgency Ordinance

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE CITY OF SEASIDE

DECLARING A MORATORIUM ON THE USE OF FIREWORKS AFTER 10:00 PM

THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Findings. On June 20, 2019, the City Council considered the adoption of this Ordinance at a duly noticed public meeting and on the basis of the record thereof finds the following facts to be true.

a. The City has had upwards of 20,000 people attending its community fireworks events in 2018.

b. Nonetheless, in 2018, the City issued multiple administrative citations for the use of illegal fireworks during July 2018. The city of Seaside has a zero-tolerance policy with a "no illegal fireworks" ordinance that comes with an "if you light it, we'll cite it" \$2,500 fine. Banning all fireworks after a certain hour will facilitate better enforcement of illegal fireworks.

c. Additionally, in 2018, the City received multiple noise complaints in connection with fireworks use and recently received an administrative appeal of its coastal development permit for its City-wide fireworks display alleging among other things noise, trash and issues to the peace and enjoyment of the surrounding neighborhood.

d. The City intends to study, within a reasonable time, the adequacy of its existing ordinances and the potential need to adopt or amend its regulations regarding use of fireworks. The City Council and the people of Seaside require a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating use of fireworks in order to prevent negative impacts on neighboring residents. The City Council has the authority to adopt an urgency interim ordinance pursuant to the Seaside Municipal Code and Government Code Section 65858 in order to protect the public health, safety, or welfare for a 45-day period.

e. There is a current and immediate threat to the public health, safety, and welfare presented by the noise and use of all fireworks after 10:00 p.m..

f. There is therefore an urgent necessity for the City to adopt a temporary moratorium on the use of all fireworks after 10:00 p.m. to take effect immediately.

SECTION 2. Moratorium. The City hereby declares a moratorium on the use of fireworks after 10:00 p.m.

SECTION 3. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Seaside Municipal Code Section 2.02.380.D and Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption. This Ordinance shall expire 45 days after its adoption unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858(a).

SECTION 4. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance and

establishment of the interim moratorium hereby, will have a significant effect on the environment, because the moratorium imposes greater limitations on the use of fireworks in the City than the limitations currently required under the Municipal Code, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

SECTION 6. Urgency Measure. Pursuant to the facts set forth herein above, this ordinance is hereby declared to be an urgency measure necessary for immediate protection of the public health, safety and general welfare, and shall become effective immediately upon adoption if approved by at least four-fifths vote of the City Council and shall be in effect for 45 days from the date of adoption unless extended by the City Council as provided for in the Government Code.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

INTRODUCED, PASSED AND ADOPTED at a regular City Council meeting duly held on the 20th day of June, 2019 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: June 20, 2019

**SUBJECT: REVIEW, DISCUSS, CONDUCT A PUBLIC HEARING, AND
CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE
PROPOSED 2019 - 2020 FEE SCHEDULE**

PURPOSE & RECOMMENDATION

The purpose of this item is to give the City Council the opportunity to review and adopt the attached resolution approving the 2019-2020 Proposed Fee Schedule for the City of Seaside. It is recommended that the City Council review and adopt the FY2019-2020 Proposed Fee Schedule.

BACKGROUND

ON February 20, 2014, the City Council adopted ordinance 1013 establishing guidelines for the future increase in charges for the cost of services. Annually, fees will be adjusted by the San Francisco-Oakland-San Jose (Bay Area) Urban Wage Earners and Clerical Workers Consumer Price Index (CPI-W) and may be passed with resolution. The CPI increase from April 2018 - April 2019 is 3.7%. The attached fee schedule includes this increase.

The departments have reviewed the proposed schedule. The Proposed Fee Schedule eliminates a waiver of all City of Seaside planning and building fees in the West Broadway Urban Village Specific Plan Area that were in place for the 2018-2019 fiscal year.

FISCAL IMPACT

Anticipated revenues from fee collections have been included in the 2019-2020 Proposed Budget.

ATTACHMENTS

1. FY 2019-2020 PROPOSED FEE SCHEDULE
 2. FY 2019-2020 FEE SCHEDULE RESOLUTION
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE
MASTER FEE SCHEDULE AS OF 7/1/2019

CREDIT CARDS NOT ACCEPCTED FOR DEVELOPER DEPOSITS OR TRANSIENT OCCUPANCY TAX

FEE SCHEDULE	Page #
Schedule of Finance/City Clerk Division Fees	2
Schedule of Building Division Fees	3-12
Schedule of Planning Division Fees	13-17
Schedule of Engineering Division Fees	18-20
Schedule of Water Division Rates & Fees	21-23
Schedule of Recreation Division Fees	24-26
Schedule of Fire Department Fees	27-32
Schedule of Police Department Fees	33-36
Schedule of Police Department - Animal Control Fees	37

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FINANCE & CITY CLERK FEES**

		18/19 Fee	19/20 Proposed (3.7%)
FINANCE			
	Business License Application Fee	\$ 14	\$ 15
	Business License Schedule of License Fees	Municipal Code 5.04.20 - 5.04.10	Municipal Code 5.04.20 - 5.04.10
	Mailing List (per page)	.10 + cost of labels	.10 + cost of labels
	City Budget-Paper	\$ 57	\$ 59
	Bingo Permit	\$ 57	\$ 59
	Delinquent Invoice-1st Notice	\$ 6	\$ 6
	Delinquent Invoice-2nd Notice	\$ 11	\$ 11
	Returned Check-1st	\$ 30	\$ 31
	Returned Check-2nd	\$ 35	\$ 36
CITY CLERK			
	Public Record Copies - standard 8.5" x 11", black and white	\$ 0.10	\$ 0.10
	Public Record Copies - Color or non-standard sizes	cost of duplication	cost of duplication
	Mailing copy of requested document or CD	Cost of duplication plus postage	Cost of duplication plus postage
	City Council Agenda mailing subscription (annual)	\$ 29	\$ 30
	City Council Agenda Packet (per packet)	\$ 18	\$ 19
	Records on CD	\$ 6	\$ 6
	Notary Fee (State Code)	\$ 11	\$ 11

CITY OF SEASIDE				
BUILDING PLAN REVIEW AND INSPECTION				
		Fee	18/19 Fee	19/20 Proposed
BUILDING DIVISION FEES				3.7%
ADMINISTRATIVE CITATIONS				
	First Offense		\$ 288	\$ 299
	Repeated Violations		\$ 577	\$ 598
Work with out a Permit-Investigative Fee			Equal to Permit Fee not to exceed \$500	Equal to Permit Fee not to exceed \$500
Notice of Violation Recordation Fee			\$ 276	\$ 286
Notice of Violation Expungement Fee			\$ 276	\$ 286
New Address/Address Change			\$ 125	\$ 130
AB717 Training Fee			Cost	Cost
Certified Access Specialist (CASP) Plan Review Fee			Cost	Cost
MINOR COMMERCIAL AND RESIDENTIAL IMPROVEMENT PROJECTS				
	Application for Unreasonable Hardship Exceptions to Disabled Access Requirements (2 hour minimum)	per hour	\$ 1,099	\$ 1,140
	Application Request for Substitution of Alternate Materials or Method (2 hour Minimum)	per hour	\$ 1,099	\$ 1,140
	Board of Appeal Hearing Fee	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Building-like Structures - Misc. Structures (ie, tanks, towers, silos, storage racks, etc.)	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Canopy / Awning	per project	\$ 1,099	\$ 1,140
	Cellular Tower / Antenna			
	Attached	each	\$ 3,296	\$ 3,418
	Detached	each	\$ 3,296	\$ 3,418
	Equipment Shelter	each	\$ 1,648	\$ 1,709
	Certification of Record	each	\$ 1,099	\$ 1,140
	Commercial Accessibility Upgrade	each	\$ 1,099	\$ 1,140
	Commercial Coach Installation	each	\$ 1,099	\$ 1,140
	Deck or Patio (Covered) - Install/Replace/Repair		Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Non-engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Deck or Patio (Uncovered) - Install/Replace/Repair		Based on type of use, type of construction and square footage	
	Engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Non-engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Deferred Submittal	per project		
	Demolition	per project	\$ 260	\$ 270
	Dry rot/Termite Repair	per project	\$ 260	\$ 270
	Fence or Non-Engineered Wall	per project	\$ 260	\$ 270
	Fireplace Retrofit / Chimney Repair	per project	\$ -	\$ -
	Flag, Light, or Sign Pole - Install / Replace	per project	\$ 1,099	\$ 1,140
	Foundation Repair / Replace (includes piles, piers, or foundation-only systems under existing or partial construction)	per project	\$ 2,197	\$ 2,278
	Greenhouse or Solarium			
	< 200 sq ft	per project	\$ 1,099	\$ 1,140
	200 - 1,000 sq ft	per project	\$ 2,197	\$ 2,278
	> 1,000 sq ft	per project	\$ 2,747	\$ 2,849
	Minor Repairs (for items otherwise not listed, for the purpose of reconstruction, renewal, or maintenance of any part of an existing structure - requiring not more than two inspections) (<u>Includes Mechanical equipment with structural modifications</u>)	per project	\$ 260	\$ 270

CITY OF SEASIDE			
BUILDING PLAN REVIEW AND INSPECTION			
	Fee	18/19 Fee	19/20 Proposed
Outsourced Plan Review Processing Fee	per hour	\$ 549	\$ 569
Partition	per project	\$ 260	\$ 270
Pools and Spas - Commercial			
Pool & Spa Combo	per project	\$ 2,197	\$ 2,278
Pool - New Install	per project	\$ 2,197	\$ 2,278
Pool - Remodel	per project	\$ 1,099	\$ 1,140
Spa - New Install	per project	\$ 1,099	\$ 1,140
Pools and Spas - Residential - Above Ground		\$ 173	\$ 179
Registration of Abandoned Property		\$ 57	\$ 59
Re-Plastering, or Wet Sand Blasting			
< 20 sq ft	per project	\$ 823	\$ 853
20 - 200 sq ft	per project	\$ 823	\$ 853
> 200 sq ft	per project	\$ 823	\$ 853
Re-Roof: \$157 for 1st 10 Squares. Add \$75 for each additional Squares		\$ 173	\$ 179
Retaining Wall			
Engineered	per project	\$ 346	\$ 359
Non-Engineered	per project	\$ 260	\$ 270
Seismic Retrofit			
< 5,000 Sq Ft	per project	\$ 2,471	\$ 2,562
> 5,000 Sq Ft.	per project	\$ 3,570	\$ 3,702
Stair Repair / Replace	per project	\$ 260	\$ 270
Siding / Stucco	per project	\$ 260	\$ 270
Sign			
Non-Illuminated	per project	\$ 173	\$ 179
Illuminated	per project	\$ 173	\$ 179
Monument	per project	\$ 1,099	\$ 1,140
Solar / PV System -			
Residential Permit and Inspection-\$500 plus \$15 per kilowatt for each above 15kw	per project	Variable	Variable
Non-Residential and commercial-\$1,000 plus \$7 per kilowatt for each kilowatt between 51kw and 250 kw, plus \$5 for every kilowatt above 250 kw	per project	Variable	Variable
Substandard Structure Inspection (includes code enforcement report)	per project	\$ 1,099	\$ 1,140
Certificate of Occupancy		\$ 189	\$ 196
Temporary Certificate of Occupancy	per project	189 + deposit	\$196 + deposit
Trailer Coach Tiedown Inspection	per project	\$ 1,099	\$ 1,140
Garage Door Replacement		\$ 173	\$ 179
Window / Door - Non-Structural			
First 10 windows / doors	per project	\$ 260	\$ 270
each add'l 10 windows/doors	per project	\$ 87	\$ 90
Window / Door - Structural			
First 10 windows / doors	per project	\$ 346	\$ 359
each add'l 10 windows/doors	per project	\$ 116	\$ 120
Additional Plan Check required in excess of standard	per hour	\$261/Hour Minimum	\$271/Hour Minimum
Additional Inspection required in excess of standard / ReInspection	per hour	\$261/Hour Minimum	\$271/Hour Minimum
Plan Check outside of normal business hours or applicant requested fast-tracking (3 hour minimum)	per hour	\$ 1,648	\$ 1,709
Plan Check outside of normal business hours or applicant requested fast-tracking (4 hour minimum)	per hour	\$ 2,197	\$ 2,278

CITY OF SEASIDE				
BUILDING PLAN REVIEW AND INSPECTION				
		Fee	18/19 Fee	19/20 Proposed
MECHANICAL, PLUMBING, AND ELECTRICAL PERMITS (Not associated with an existing building permit)				
	Plan Review	per hour	\$ 549	\$ 569
	Other Mechanical, Plumbing, or Electrical Inspections not otherwise listed below	per hour	\$ 260	\$ 270
Mechanical Permit Fees				
	Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)		\$ 346	\$ 359
	Repair/alteration/addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by code.		\$30/each w/ \$261 Minimum	\$31/each w/ \$271 Minimum
	Install, relocate each boiler or compressor, up to and including 3 HP, or each absorption system up to and including 100,000 Btu/hr		\$ 461	\$ 478
	Each air-handling unit, including attached ducts. (Note: this fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere)		\$ 461	\$ 478
	Each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit.		\$ 1,372	\$ 1,423
	Residential - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 260	\$ 270
	Commercial - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 3,020	\$ 3,132
	Each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in the code		\$ 260	\$ 270
Plumbing and Gas Permit Fees				
	Each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping, and backflow protection therefore)		\$30/each w/ \$261 Minimum	\$31/each w/ \$271 Minimum
	Each building sewer		\$ 260	\$ 270
	Each water heater and/or vent		\$ 173	\$ 179
	Installation, alteration, or repair of wall heater		\$ 173	\$ 179
	Each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps		\$ 1,648	\$ 1,709
	Installation, alteration, or repair of water piping and/or water treating equipment		\$261 - For single line	\$271 - For single line
	Installation, alteration, or repair of gas piping and/or gas treating equipment		\$261 - For single line	\$271 - For single line
	Repair or alteration of drainage or vent piping		\$261 - For single line	\$271 - For single line
			\$346 - For multiple lines	\$359 - For multiple lines
	Each lawn sprinkler system on any one meter, including backflow protection devices		\$ 260	\$ 270
	Backflow devices not included in other fee services (e.g., building sewer) each unit		\$ 260	\$ 270
	Gas test		\$ 173	\$ 179
	Sewer lateral test		\$ 260	\$ 270

CITY OF SEASIDE			
BUILDING PLAN REVIEW AND INSPECTION			
	Fee	18/19 Fee	19/20 Proposed
Electrical Permit Fees			
Temporary Power Service			
Temporary service power pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances		\$261 - If not incl. w/ new permit	\$271 - If not incl. w/ new permit
Temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, etc.		\$ 260	\$ 270
15 or 20 amp - each 10 circuits		\$ 260	\$ 270
25 to 40 amp circuits		\$ 823	\$ 853
50 to 175 amp circuits		\$ 823	\$ 853
Receptacle, Switch and Lighting Outlets			
Receptacle, switch and lighting outlets at which current is used or controlled, except services, feeders and meters			
Each 10 (or portion thereof)		\$ 260	\$ 270
Residential Appliances			
Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room console or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances not exceeding one horsepower (HP) in rating.		\$11.04 each w/ \$162 Minimum	\$11.45 each w/ \$168 Minimum
Non-residential Appliances			
Residential appliances and self-contained factory-wired nonresidential appliances, including medical and dental devices, food, beverage, and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or other		\$23.16 each w/ \$251 Minimum	\$24.02 each w/ \$260 Minimum
Power Apparatus			
Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, as follows: Note: these fees include all switches, circuit break		\$ 260	\$ 270
Busways			
Trolley and plug-in-type busways - each 100 l.f. or fraction thereof (An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.		\$261 for each 100 feet	\$271 for each 100 feet
New Services or Additional Panels			
Services Note: An additional fee may apply (underground) or (overhead) to Power Company for reconnection or upgrade of any service		\$ 260	\$ 270
600 volts or less and not over 200 amperes in rating		\$ 260	\$ 270
600 volts or less and over 200 amperes in rating		\$ 346	\$ 359
600 volts or over 1,000 amperes in rating		\$ 260	\$ 270
Miscellaneous Apparatus, Conduits, and Conductors			
Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is set forth. (This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs)		\$ 260	\$ 270
Plan review			
Hourly Rate		\$ 260	\$ 270
90 Day Plan Review Extension		25% Original Fee	25% Original Fee

CITY OF SEASIDE
BUILDING DEPARTMENT
2019-20 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 4,592.97	\$ 1.02	\$ 3,061.98	\$ 0.68	\$ 2,449.59	\$ 0.54
2,000	per project	\$ 6,123.27	\$ 1.70	\$ 4,082.18	\$ 1.13	\$ 3,265.74	\$ 0.91
5,000	per project	\$ 11,224.95	\$ 1.43	\$ 7,483.30	\$ 0.95	\$ 5,986.64	\$ 0.76
10,000	per project	\$ 18,371.93	\$ 0.82	\$ 12,247.95	\$ 0.54	\$ 9,798.36	\$ 0.44
25,000	per project	\$ 30,618.45	\$ 1.22	\$ 20,412.30	\$ 0.82	\$ 16,329.84	\$ 0.65
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
1,000	per project	\$ 6,123.27	\$ 0.77	\$ 4,082.18	\$ 0.51	\$ 3,265.74	\$ 0.41
5,000	per project	\$ 9,185.97	\$ 0.92	\$ 6,123.98	\$ 0.61	\$ 4,899.18	\$ 0.49
10,000	per project	\$ 13,779.13	\$ 0.47	\$ 9,186.08	\$ 0.31	\$ 7,348.87	\$ 0.25
50,000	per project	\$ 32,658.81	\$ 0.33	\$ 21,772.54	\$ 0.22	\$ 17,418.03	\$ 0.17
100,000	per project	\$ 48,988.23	\$ 0.49	\$ 32,658.82	\$ 0.33	\$ 26,127.06	\$ 0.26
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
100	per project	\$ 255.04	\$ 2.55	\$ 170.03	\$ 1.70	\$ 136.02	\$ 1.36
200	per project	\$ 510.08	\$ 1.28	\$ 340.06	\$ 0.85	\$ 272.05	\$ 0.68
600	per project	\$ 1,020.19	\$ 1.28	\$ 680.13	\$ 0.85	\$ 544.10	\$ 0.68
1,000	per project	\$ 1,530.27	\$ 0.51	\$ 1,020.18	\$ 0.34	\$ 816.15	\$ 0.27
1,500	per project	\$ 1,785.32	\$ 0.51	\$ 1,190.21	\$ 0.34	\$ 952.17	\$ 0.27
2,000	per project	\$ 2,040.36	\$ 1.02	\$ 1,360.24	\$ 0.68	\$ 1,088.19	\$ 0.54

CITY OF SEASIDE
BUILDING DEPARTMENT
2019-20 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 4,997.04	\$ 1.43	\$ 3,331.36	\$ 0.95	\$ 2,665.09	\$ 0.76
2,000	per project	\$ 7,137.78	\$ 1.19	\$ 4,758.52	\$ 0.79	\$ 3,806.82	\$ 0.63
5,000	per project	\$ 10,707.67	\$ 0.86	\$ 7,138.45	\$ 0.57	\$ 5,710.76	\$ 0.46
10,000	per project	\$ 14,991.13	\$ 0.78	\$ 9,994.09	\$ 0.52	\$ 7,995.27	\$ 0.41
25,000	per project	\$ 26,650.23	\$ 1.07	\$ 17,766.82	\$ 0.71	\$ 14,213.45	\$ 0.57
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 3,062.70	\$ 1.02	\$ 2,041.80	\$ 0.68	\$ 1,633.44	\$ 0.54
2,000	per project	\$ 4,592.97	\$ 0.77	\$ 3,061.98	\$ 0.51	\$ 2,449.59	\$ 0.41
5,000	per project	\$ 6,888.40	\$ 0.46	\$ 4,592.26	\$ 0.31	\$ 3,673.81	\$ 0.25
10,000	per project	\$ 9,185.97	\$ 0.41	\$ 6,123.98	\$ 0.27	\$ 4,899.18	\$ 0.22
25,000	per project	\$ 15,309.21	\$ 0.61	\$ 10,206.14	\$ 0.41	\$ 8,164.91	\$ 0.33
One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere)							
Square Footage:							
1,000	per project	\$ 8,420.82	\$ 1.53	\$ 5,613.88	\$ 1.02	\$ 4,491.10	\$ 0.82
2,500	per project	\$ 10,716.24	\$ 2.55	\$ 7,144.16	\$ 1.70	\$ 5,715.33	\$ 1.36
4,000	per project	\$ 14,544.09	\$ 3.95	\$ 9,696.06	\$ 2.64	\$ 7,756.85	\$ 2.11
6,000	per project	\$ 22,452.67	\$ 2.55	\$ 14,968.45	\$ 1.70	\$ 11,974.76	\$ 1.36
8,000	per project	\$ 27,555.75	\$ 3.44	\$ 18,370.50	\$ 2.30	\$ 14,696.40	\$ 1.84

CITY OF SEASIDE
BUILDING DEPARTMENT
2019-20 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	

Residential Repeat / Subsequent Lot Plan Check	per project	\$ 408.08	N/A	\$ 408.08	N/A	\$ 408.08	N/A
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
1,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,500	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
200	per project	\$ 1,275.23	\$ 1.28	\$ 850.16	\$ 0.85	\$ 680.12	\$ 0.68
600	per project	\$ 1,785.32	\$ 1.29	\$ 1,190.21	\$ 0.86	\$ 952.17	\$ 0.69
1,000	per project	\$ 2,301.84	\$ 1.01	\$ 1,534.56	\$ 0.67	\$ 1,227.65	\$ 0.54
1,500	per project	\$ 2,807.65	\$ 1.02	\$ 1,871.77	\$ 0.68	\$ 1,497.42	\$ 0.54
2,000	per project	\$ 3,317.74	\$ 1.66	\$ 2,211.83	\$ 1.11	\$ 1,769.46	\$ 0.88
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
200	per project	\$ 1,020.19	\$ 1.28	\$ 680.13	\$ 0.85	\$ 544.10	\$ 0.68
600	per project	\$ 1,530.27	\$ 1.28	\$ 1,020.18	\$ 0.85	\$ 816.15	\$ 0.68
1,000	per project	\$ 2,040.38	\$ 1.02	\$ 1,360.25	\$ 0.68	\$ 1,088.20	\$ 0.54
1,500	per project	\$ 2,550.47	\$ 1.02	\$ 1,700.31	\$ 0.68	\$ 1,360.25	\$ 0.55
2,000	per project	\$ 3,062.70	\$ 1.53	\$ 2,041.80	\$ 1.02	\$ 1,633.44	\$ 0.82

CITY OF SEASIDE
BUILDING DEPARTMENT
2019-20 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule)							
Square Footage:							
500	per project	\$ 4,898.61	\$ 0.77	\$ 4,082.18	\$ 2.32	\$ 3,265.74	\$ 0.51
2,000	per project	\$ 6,054.25	\$ 1.79	\$ 7,567.81	\$ 2.24	\$ 4,036.17	\$ 1.19
5,000	per project	\$ 11,431.23	\$ 2.61	\$ 14,289.04	\$ 3.27	\$ 7,620.82	\$ 1.74
10,000	per project	\$ 24,494.76	\$ 0.76	\$ 30,618.45	\$ 0.95	\$ 16,329.84	\$ 0.51
25,000	per project	\$ 35,925.97	\$ 1.44	\$ 44,907.47	\$ 1.80	\$ 23,950.65	\$ 0.96
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)							
Square Footage:							
1,000	per project	\$ 6,122.83	\$ 0.92	\$ 5,102.36	\$ 1.79	\$ 4,081.89	\$ 0.61
5,000	per project	\$ 9,797.21	\$ 1.47	\$ 12,246.52	\$ 1.84	\$ 6,531.47	\$ 0.98
10,000	per project	\$ 17,145.98	\$ 0.59	\$ 21,432.48	\$ 0.74	\$ 11,430.66	\$ 0.39
50,000	per project	\$ 40,824.59	\$ 0.46	\$ 51,030.74	\$ 0.57	\$ 27,216.39	\$ 0.30
100,000	per project	\$ 63,685.32	\$ 0.64	\$ 79,606.65	\$ 0.80	\$ 42,456.88	\$ 0.42
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule)							
Square Footage:							
100	per project	\$ 408.08	\$ 4.08	\$ 340.07	\$ 3.40	\$ 272.06	\$ 2.72
200	per project	\$ 816.15	\$ 0.51	\$ 680.13	\$ 1.49	\$ 544.10	\$ 0.34
600	per project	\$ 1,020.19	\$ 0.51	\$ 1,275.23	\$ 0.64	\$ 680.12	\$ 0.34
1,000	per project	\$ 1,224.22	\$ 0.82	\$ 1,530.27	\$ 1.02	\$ 816.15	\$ 0.54
1,500	per project	\$ 1,632.30	\$ 0.82	\$ 2,040.38	\$ 1.02	\$ 1,088.20	\$ 0.54
2,000	per project	\$ 2,040.37	\$ 1.02	\$ 2,550.47	\$ 1.28	\$ 1,360.25	\$ 0.68

CITY OF SEASIDE
BUILDING DEPARTMENT
2019-20 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 7,348.77	\$ 2.45	\$ 6,123.98	\$ 5.10	\$ 4,899.18	\$ 1.63
2,000	per project	\$ 11,023.15	\$ 1.22	\$ 13,778.94	\$ 1.53	\$ 7,348.77	\$ 0.82
5,000	per project	\$ 14,697.54	\$ 0.73	\$ 18,371.93	\$ 0.92	\$ 9,798.36	\$ 0.49
10,000	per project	\$ 18,370.20	\$ 0.63	\$ 22,962.76	\$ 0.78	\$ 12,246.80	\$ 0.42
25,000	per project	\$ 27,761.07	\$ 1.11	\$ 34,701.33	\$ 1.39	\$ 18,507.38	\$ 0.74
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 1,836.34	\$ 1.23	\$ 1,530.28	\$ 2.04	\$ 1,224.23	\$ 0.82
2,000	per project	\$ 3,674.38	\$ 0.82	\$ 4,592.97	\$ 1.02	\$ 2,449.59	\$ 0.54
5,000	per project	\$ 6,122.83	\$ 0.98	\$ 7,653.54	\$ 1.23	\$ 4,081.89	\$ 0.65
10,000	per project	\$ 11,023.15	\$ 0.41	\$ 13,778.94	\$ 0.51	\$ 7,348.77	\$ 0.27
25,000	per project	\$ 17,145.98	\$ 0.69	\$ 21,432.48	\$ 0.86	\$ 11,430.66	\$ 0.46

CITY OF SEASIDE
BUILDING DEPARTMENT
2019-20 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
1,000	per project	\$ 9,797.21	\$ 2.45	\$ 8,164.34	\$ 5.78	\$ 6,531.47	\$ 1.63
2,500	per project	\$ 13,471.61	\$ 3.27	\$ 16,839.51	\$ 4.08	\$ 8,981.07	\$ 2.18
4,000	per project	\$ 18,370.20	\$ 1.53	\$ 22,962.76	\$ 1.91	\$ 12,246.80	\$ 1.02
6,000	per project	\$ 21,432.48	\$ 1.53	\$ 26,790.60	\$ 1.91	\$ 14,288.32	\$ 1.02
8,000	per project	\$ 24,494.76	\$ 3.06	\$ 30,618.45	\$ 3.83	\$ 16,329.84	\$ 2.04
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
200	per project	\$ 1,224.22	\$ 1.02	\$ 1,020.18	\$ 2.55	\$ 816.15	\$ 0.68
600	per project	\$ 1,632.30	\$ 1.02	\$ 2,040.38	\$ 1.28	\$ 1,088.20	\$ 0.68
1,000	per project	\$ 2,040.37	\$ 0.82	\$ 2,550.47	\$ 1.02	\$ 1,360.25	\$ 0.55
1,500	per project	\$ 2,450.16	\$ 1.63	\$ 3,062.70	\$ 2.04	\$ 1,633.44	\$ 1.09
2,000	per project	\$ 3,266.31	\$ 1.63	\$ 4,082.89	\$ 2.04	\$ 2,177.54	\$ 1.09
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
200	per project	\$ 1,224.22	\$ 1.02	\$ 1,020.18	\$ 2.55	\$ 816.15	\$ 0.68
600	per project	\$ 1,632.30	\$ 1.02	\$ 2,040.38	\$ 1.28	\$ 1,088.20	\$ 0.68
1,000	per project	\$ 2,040.37	\$ 0.82	\$ 2,550.47	\$ 1.02	\$ 1,360.25	\$ 0.55
1,500	per project	\$ 2,450.16	\$ 1.63	\$ 3,062.70	\$ 2.04	\$ 1,633.44	\$ 1.09
2,000	per project	\$ 3,266.31	\$ 1.63	\$ 4,082.89	\$ 2.04	\$ 2,177.54	\$ 1.09

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES**

		18/19 Adopted	19/20 Proposed
PLANNING DEPARTMENT FEES			
AMENDMENTS			
	General Plan Amendment	\$ 7,503	\$ 7,781
	Planned Unit Development Amendment (\$2,060 + \$103 per unit/lot ; used 40 unit lot for comparison) Planning PW/Eng	\$ 7,661	\$ 7,944
	Zoning Map Amendment	\$ 7,503	\$ 7,781
	Zoning Ordinance (text) Amendment	\$ 7,503	\$ 7,781
	Local Coastal Plan Amendment	\$ 7,503	\$ 7,781
	Use Permit Amendment	\$ 834	\$ 865
	Minor Use Permit Amendment	\$ 626	\$ 649
	Variance Amendment	\$ 834	\$ 865
	Minor Variance Amendment	\$ 626	\$ 649
	Design Review Amendment	\$ 626	\$ 649
	Tentative Parcel Map Amendment	\$ 626	\$ 649
	Tentative Subdivision (Tract) Map Amendment	\$ 3,400	\$ 3,526
	Sphere of Influence Amendment	\$ 1,668	\$ 1,730
	Master Sign Program Amendment	\$ 626	\$ 649
	Development Agreement Amendment	\$ 10,421	\$ 10,807
	Specific Plan Amendment- \$2,000 deposit	Cost	Cost
ANNEXATION			
	Application	\$ 10,421	\$ 10,807
APPEALS			
	Planning Commission (from ZA,BAR & Staff interpretation) PW/Eng - only if appeal involved Eng. condition, add fee	\$ 834 \$ 158	\$ 865 \$ 164
	City Council (from Planning Commission) PW/Eng - only if appeal involved Eng. condition, add fee	\$ 608 \$ 158	\$ 630 \$ 164
DESIGN/ARCHITECTURAL REVIEW			
Residential			
	One and Two Family - New Construction Planning PW/Eng Fire	\$ 1,200	\$ 1,200
	One and Two Family - Addition that adds less than 50% of the structure Planning PW/Eng Fire	\$ 500	\$ 500
	Multi-family - New Construction Planning PW/Eng Fire	\$ 1,200	\$ 1,200
	Multi-family - Addition that adds less than 50% of the structure Planning PW/Eng Fire	\$ 627	\$ 650

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES**

		18/19 Adopted	19/20 Proposed
PLANNING DEPARTMENT FEES			
Commercial	New Construction (includes shell only)	\$ 1,500	\$ 1,500
	Planning		
	PW/Eng		
	Fire		
	Addition/Remodel that adds less than 50% of the structure	\$ 2,371	\$ 2,459
	Planning		
	PW/Eng		
	Fire		
	Exterior Façade (ex. Window, awning, exterior color change)	\$ 500	\$ 500
	Planning		
	Fire		
DEVELOPMENT AGREEMENTS			
	Application (includes modifications) - Deposit \$25,000	Actual Cost	Actual Cost
	Annual Review/Monitoring	\$ 834	\$ 865
ECONOMIC OPPORTUNITY PLAN			
	Unsolicited Proposal Review- Deposit \$500	Actual Cost	Actual Cost
ENVIRONMENTAL REVIEW			
	Environmental Impact Report	\$ 14,589	\$ 15,129
	Initial Study and Negative Declaration/Mitigated Negative Declaration	\$ 4,376	\$ 4,538
	Mitigated Monitoring	\$ 2,501	\$ 2,594
	Environmental Addendum	\$ 4,376	\$ 4,538
FENCING			
	Fence Exceptions	\$ 500	\$ 500
HISTORIC AND CULTURAL RESOURCE PRESERVATION			
	Historic Landmark Designation	\$ 3,127	\$ 3,243
	Certificate of Appropriateness review	\$ 1,668	\$ 1,730
	Certificate of Appropriateness review - demolition	\$ 1,668	\$ 1,730
	Certificate of Appropriateness review - disaster damage		
LIMITED TERM PERMITS			
	Commercial	\$ 250	\$ 250
	Planning		
	Fire		
	Non-Profit	\$ 100	\$ 100
	Planning		
	Fire		
	Filming Permits - Actual cost currently (no deposit)	\$ 793	\$ 822
	Planning		
	Fire		
	Christmas Tree/Pumpkin Lots (Profit)	\$ 793	\$ 822
	Special Events Application	\$ 104	\$ 108
	Neighborhood Block Party	\$ 25	\$ 25

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES**

		18/19 Adopted	19/20 Proposed
PLANNING DEPARTMENT FEES			
MISCELLANEOUS			
	Home Occupation Permit	\$ 68	\$ 71
	Garage Sale Permit	\$ 18	\$ 19
	Planning - Building Plan Review (incl. plan review and inspection)	\$ 209	\$ 217
	Planning - Re-inspection	\$ 209	\$ 217
PLANNED UNIT DEVELOPMENT			
	Planned Unit Development	\$ 7,503	\$ 7,781
PRE-APPLICATION REVIEW			
	One and Two Family Residential projects Planning PW/Eng	\$ 601	\$ 623
	Commercial and Multi-family projects (50,000 sq ft or less) Planning PW/Eng	\$ 941	\$ 976
	Commercial and Multi-family projects (> 50,000 sq ft) Planning PW/Eng	\$ 1,099	\$ 1,140
PRECISE PLAN (SPECIFIC PLAN)			
	Application	\$ 10,421	\$ 10,807
SIGN PERMITS			
	Sign Permit (BAR approval)-fixed signs	\$ 350	\$ 350
	Sign Permit (administrative approval; sign face change)	\$ 102	\$ 106
	Temporary Signs	\$ 102	\$ 106
	Master Sign Program	\$ 750	\$ 750
	Nonconforming Sign - exception request	\$ 1,043	\$ 1,082
SUBDIVISIONS			
	Tentative Parcel Map (up to 4 lots) Planning PW/Eng	\$ 5,008	\$ 5,193
	Tentative Subdivision (Tract) Map (4 or more lots) Planning PW/Eng	\$ 7,409	\$ 7,683
	Lot Line Adjustment Planning PW/Eng	\$ 1,466	\$ 1,520
	Lot Merger Planning PW/Eng	\$ 1,048	\$ 1,087
TIME EXTENSION REVIEW			
	Administrative	\$ 834	\$ 865
	Planning Commission	\$ 834	\$ 865
	Board of Architectural Review (BAR)	\$ 834	\$ 865

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES

		18/19 Adopted	19/20 Proposed
PLANNING DEPARTMENT FEES			
USE PERMIT			
	Residential		
	One and Two Family Residential	\$ 800	\$ 800
	Planning		
	PW/Eng		
	Multi-family Residential	\$ 1,000	\$ 1,000
	Planning		
	PW/Eng		
	Commercial		
	Commercial (< 5K sq ft)	\$ 1,000	\$ 1,000
	Planning		
	PW/Eng		
	Fire		
	Commercial (5K sq ft or greater)	\$ 1,500	\$ 1,500
	Planning		
	PW/Eng		
	Fire		
	Other		
	Minor Use	\$ 700	\$ 700
	Planning		
	PW/Eng		
	Day Care (Large Family child or adult day care home 7-14 capacity, as defined in the CA Code of Regulations); (* includes 2 inspections)	\$ 513	\$ 513
	Planning		
	Fire		
VARIANCE			
	<i>Definition of a Minor Variance: a maximum reduction of up to 10% of: a. Distance between structures, b. Parcel dimension (not area), c. Setbacks, d. Structure height, e. On-site parking, loading and landscaping</i>		
	Residential		
	One and Two Family Residential	\$ 2,580	\$ 2,675
	Planning		
	PW/Eng		
	Minor One and Two Family Residential (<i>see above for definition of minor & examples</i>)	\$ 2,580	\$ 2,675
	Planning		
	PW/Eng		
	Multi-family Residential	\$ 3,830	\$ 3,972
	Planning		
	PW/Eng		
	Minor Multi-family Residential (<i>see above for definition of minor & examples</i>)	\$ 2,580	\$ 2,675
	Planning		
	PW/Eng		
	Commercial		
	Commercial	\$ 2,678	\$ 2,777
	Planning		
	PW/Eng		
	Minor Commercial (<i>see above for definition of minor & examples</i>)	\$ 2,273	\$ 2,357
	Planning		
	PW/Eng		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES**

		18/19 Adopted	19/20 Proposed
PLANNING DEPARTMENT FEES			
OTHER FEES			
	Affordable Housing Agreement	\$ 1,668	\$ 1,730
	Mobilhome Park Conversions, Closures, and Cessation of Use Fee	\$ 1,668	\$ 1,730
	Deferred Completion Agreement	\$ 834	\$ 865
	Floodplain Development Permit	\$ 834	\$ 865
	Tentative Parcel Map Waiver	\$ 1,668	\$ 1,730
	gg	\$ 1,668	\$ 1,730
	Real Property Disclosure Report	\$ 145	\$ 150
LAND USE APPEALS			
	Non-Applicant	\$ 3,127	\$ 3,243
	Applicant	\$ 3,335	\$ 3,458
	Administrative Review for Radio, Satellite and Dish Antennas	\$ 834	\$ 865
	Grand Opening and Promotional Banner / Temporary Sign	\$ 104	\$ 108
	Sign Permit (Over-the-counter)	\$ 209	\$ 217
ZONING COMPLIANCE PLAN CHECK:			
	Over the Counter (Replacement In Kind)	\$ 104	\$ 108
	Over the Counter (Minor)	\$ 104	\$ 108
	Zoning Confirmation Letter	\$ 834	\$ 865
	Advanced Planning Surcharge:		
	(Charged on all new construction for building plans (e.g. additions, new buildings), pw/eng, fire permits, and development applications)	0.3% of building valuation	0.3% of building valuation
HOURLY RATES			
	Planning Services	\$ 209	\$ 217
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers (e.g. Consultants) if required to process the specific application.		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES**

		18/19 Adopted	19/20 Proposed	Notes
	ENGINEERING DIVISION FEES			
1.0	BUILDING PERMIT PROCESSING - see 4.1c, 9 & 10 for possible add'l fees			
	1.1 Plan Review (includes grading, infrastructure, public improvements)			
	a One and Two Family Residential	\$ 80	\$ 83	
	b Commercial and Multi-family Residential up to 1 acre- (Minimum Non-Refundable Deposit of \$281)	Actual Cost	Actual Cost	d
	c Commercial and Multi-family Residential > 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Costs (Costs associated with site work, grading, drainage & sewer utility)	Actual Cost	Actual Cost	d
	1.2 Inspection (includes grading, infrastructure, public improvements)			
	a One and Two Family Residential-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost	d
	b Commercial and Multi-family Residential up to 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost	d
	c Commercial and Multi-family Residential > 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost	d
2.0	ENCROACHMENT PERMIT			
	Plan Check - Standard	\$ 162	\$ 168	
	Sewer Connection (each) (incl 2 visits)	\$ 323	\$ 335	
	Utility Line Installations (ex. Water,power) - Up to 200 LF (incl 2 visits)	\$ 323	\$ 335	
	Utility Line Installations - > 200 LF (each 200 LF)	\$ 241	\$ 250	
	Pavement Restoration (0-100 sf) \$30/sf with a minimum non-refundable deposit of \$750	Actual Cost	Actual Cost	a
	Pavement Restoration (>100 sf) \$20/sf with a minimum non-refundable deposit of \$2,020	Actual Cost	Actual Cost	b
	Curb/Gutter (per 200 LF)	\$ 241	\$ 250	
	Sidewalk (repair and replace) (per 200 LF)	\$ 241	\$ 250	
	Driveway (repair and replace) (per opening)	\$ 241	\$ 250	
	Right-of-Way Access/Entry (ex. Roofers, scaffolding, temporary construction barrier)	\$ 241	\$ 250	
	Right-of-Way Construction/ Portable Unit (per every 2 weeks) - (ex. dumpster, storage bin)	\$ 45	\$ 45	
	Traffic Control/ Lane Closure (per set-up and per day of implementation; each set-up requires a separate inspection) - Actual Cost; Minimum \$45 + \$45 per day (except residential street)	Actual cost	Actual cost	d
	Traffic Control - Traffic Signal operation call-out	\$300/visit	\$300/visit	
	Encroachment Permit Depositor Bond- (improvements <\$25,000)	\$ 1,000	\$ 1,000	
	Public Improvements > \$25,000, 100% cost of public improvements	100%	100%	
	2.1 Transportation Permit (maximum set by state law)			
	Single Trip	\$ 16	\$ 16	
3.0	MAPS			
	(see also Planning Subdivisions for add'l fees; see also 4.2 and 4.3)			
	Lot Line Adjustment (includes 2 reviews)- Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Lot Merger (includes 2 reviews)-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Tentative Parcel Map (up to 4 lots)-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Tentative Subdivision (Tract) Map-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Final Parcel Map (1-4 lots) -Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Final Subdivision (Tract) Map-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Map Additional Review- Minimum Non-Refundable Deposit of \$225	Actual cost	Actual cost	d

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES**

		18/19 Adopted	19/20 Proposed	Notes
ENGINEERING DIVISION FEES				
4.0	DEVELOPMENT PLAN REVIEW AND INSPECTION			
4.1	Improvement Plan Review			
a	Improvement Plan Check (1/2 hr max)	No cost	No cost	
b	Improvement Plan Check (each additional 1/2 hr, minimum non-refundable deposit of \$151)	Hourly Rate	Hourly Rate	c
c	Improvement Inspection (Minimum Non-Refundable Deposit of \$151)	Hourly Rate	Hourly Rate	c
4.2	Hydrology/ Hydolic Studies Review			
a	Hydrology/Hydraulic Studies (0-20 acres) - Minimum Non-Refundable Deposit of \$800	Actual Cost	Actual Cost	d
b	Hydrology/Hydrolic Studies (>-20 acres)- Minimum Deposit of \$1600	Actual Cost	Actual Cost	d
4.3	Sewer Studies Review			
a	Sewer Studies (0-5 units)- Minimum Non-Refundable Deposit of \$1200	Actual Cost	Actual Cost	d
b	Sewer Studies (>5 units) - Minimum Non-Refundable Deposit of \$1500	Actual Cost	Actual Cost	d
4.4	Boarch of Architectual Review - see 9 & 10 for possible add'l fees			
	Residential			
a	One and Two Family - New Construction	\$ 80	\$ 83	
	One and Two Family - Addition that adds less than 50% of the structure	\$ 80	\$ 83	
	Multi-family - New Construction	\$ 162	\$ 168	
	Multi-family - Addition that adds less than 50% of the structure	\$ 162	\$ 168	
b	Commercial			
	New Construction (includes shell only)	\$ 162	\$ 168	
	Addition/Remodel that adds less than 50% of the structure	\$ 162	\$ 168	
5.0	OTHER FEES			
	Encroachment Agreements - Minimum Non-Refundable Deposit of \$600	Actual Cost	Actual Cost	d
	Abandonment/Vacation (Modifications/Processing) - \$3000 Non-Refundable Deposit	Actual Cost	Actual Cost	d
	Board Up Houses	Actual Cost	Actual Cost	d
	Commemorative Sign Application	\$ 54	\$ 54	
	Monument Placement-Minimum Non-Refundable Deposit of \$1,500	Actual Cost	Actual Cost	d
6.0	TRAFFIC ADVISORY			
	Traffic Advisory Committee Request	\$ 58	\$ 60	
7.0	SEWER SERVICES			
	Sewer Line Overflow Response - (<i>Regular Business Hours</i>) Rate plus Materials- <i>1Hr Minimum</i>	\$208.72/hr	\$208.72/hr	
	(Outside Regular Business Hours) Rate plus Materials	\$449.58/hr	\$449.58/hr	
8.0	STREET MAINTENANCE			
	Marking Curb - per curb (20 ft maximum length)	\$ 412	\$ 427	
	Installation of one sign	\$ 412	\$ 427	
9.0	STORM WATER			
9.1	STORMWATER CONTROL PLAN- New or Replaced Impervious Surface			
a	Pre-review Meeting	\$ 162	\$ 168	
b	Small Project (includes 2 reviews) - 2,500 - 5,000 Sq Ft. (TIER 1)	\$ 323	\$ 335	
c	Small Project (each additional review) - 2,500 - 5,000 Sq Ft	\$ 80	\$ 83	
d	Medium Project (includes 2 reviews) - 5,000 - 15,000 Sq Ft- Minimum Non-Refundable Deposit \$3600 (TIER 2)	Actual Cost	Actual Cost	d

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES**

		18/19 Adopted	19/20 Proposed	Notes
ENGINEERING DIVISION FEES				
e	Medium Project (each additional review) - 5,000 - 15,000 Sq Ft-	Actual Cost	Actual Cost	d
f	\$4800 (TIER 3 &4)	Actual Cost	Actual Cost	
g	Large Project (each additional review) - > 15,000 Sq Ft	Actual Cost	Actual Cost	d
h	Inspection of privately maintained post-construction treatment devices	\$ 162	\$ 168	
10.0	STORMWATER POLLUTION PREVENTION PLAN(SWPPP) REVIEW AND INSPECTION			
	Storm Water Pollution Prevention (SWPPP)-applies to soil disturbance greater than 1 acre - Minimum Non-Refundable Deposit \$450	Actual Cost	Actual Cost	d
	SWPPP Inspections - Minimum Non-Refundable Deposit \$281	Actual Cost	Actual Cost	d
11.0	TREE PERMITS			
	(Required on private property for trimming or removal)			
	1-5 trees	\$ 104	\$ 108	
12.0	PLANNING COMMISSION REVIEW-DEVELOPMENT APPLICATIONS			
12.1	AMEDNMENTS			
	General Plan Amendment	\$ 162	\$ 168	
	Planned Unit Development Amendment	\$ 162	\$ 168	
	Zoning Map Amendment	\$ 162	\$ 168	
	Zoning Ordinance (text) Amendment	\$ 162	\$ 168	
	Local Coastal Plan Amendment	\$ 162	\$ 168	
	Use Permit Amendment	\$ 80	\$ 83	
	Minor Use Permit Amendment	\$ 80	\$ 83	
	Design Review Amendment	\$ 162	\$ 168	
	Tentative Parcel Map Amendment-Minimum Non-Refundable Deposit \$800	Actual Cost	Actual Cost	d
	Tentative Subdivision (Tract) Map Amendment- Minimum Non-Refundable Deposit \$1000	Actual Cost	Actual Cost	d
12.2	APPEALS			
	Planning Commission (from ZA,BAR & Staff interpretation)	\$ 162	\$ 168	
	City Council (from Planning Commission)	\$ 162	\$ 168	
12.3	VARIANCE			
a	Residential			
	One and Two Family Residential	\$ 80	\$ 83	
	Multi-family Residential	\$ 80	\$ 83	
b	Commercial			
	Commercial (> 5,000 square feet)	\$ 324	\$ 336	
	Minor Commercial (, 5,000 square feet)	\$ 163	\$ 169	
13.0	HOURLY RATES			
	Engineering Services	\$ 324	\$ 336	
	Engineering Services - after business hours (OT, 2 hour minimum)	\$ 302	\$ 302	
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

a	Estimated cost for City to perform paving is \$30/sf. Fee is calculated by multiplying excavation area in square
b	Estimated cost for City to perform paving is \$20/sf. Fee is calculated by multiplying excavation area in square
c	See section 13 for Engineering Services hourly rates.
d	The minimum non-refundable deposit is charge for City to perform initial work. If cost for staff time exceeds minimum deposit, additional charges will accrue at actual cost. See Section 13 for staff costs.

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

	18/19 Fee	19/20 Proposed (3.7%)	18/19 Fee	19/20 Proposed (3.7%)
Fee Service	Resident Fees	Resident Fees	Non Resident	Non Resident
Preschool Programs				
Fees per class-- <i>No increase for 19/20</i>	\$8.25	\$8.25	\$10.00	\$10.00
Family - per month				
After School Program				
Individual - per month	\$28.25	\$29.25	\$34.75	\$36.00
Family - per month	20% discount to siblings residing in same household	20% discount to siblings residing in same household	20% discount to siblings residing in same household	20% discount to siblings residing in same household
Intercession Day Camp Program				
Full Day - Sports/Day Camp- <i>No increase for 19/20</i>	\$97.00	\$97.00	\$120.75	\$120.75
3 hours Sports/Day Camp- <i>No increase for 19/20</i>	\$21.00	\$21.00	\$26.25	\$26.25
1/2 day camp (Playland)- <i>No increase for 19/20</i>	\$41.75	\$41.75	\$52.25	\$52.25
Youth Sports				
Tennis per class- <i>No increase for 19/20</i>	\$5.75	\$5.75	\$7.00	\$7.00
Contract Classes Programs				
Classes - subjects, schedules and cost vary depending on community interests, availability of instructors, facilities and materials				
Special Events Programs				
Vendor (Flea Market/Craft)	\$51.75	\$53.75	\$64.75	\$67.25
Commercial- <i>No increase for 19/20</i>	\$71.00	\$71.00	\$89.00	\$89.00
Facility Rentals - Oldemeyer				
Oldemeyer Auditorium Per hour charge	\$105.75	\$109.75	\$131.50	\$136.25
	\$52.25	\$52.25	\$65.50	\$65.50
Deposit due day of center rental- <i>No increase for 19/20</i>	\$591.25	\$591.25	\$738.75	\$738.75
Alcohol Deposit - 25% non refundable- <i>No increase for 19/20</i>	\$575.50	\$575.50	\$719.50	\$719.50
VFW - Friday 5-11 pm- <i>No increase for 19/20</i>	\$374.25	\$374.25	\$467.25	\$467.25
Avenue of Flags - Sunday 5-11 pm- <i>No increase for 19/20</i>	\$325.50	\$325.50	\$406.50	\$406.50
Facility Rental- Soper				
Soper Field Community Center				
Large Meeting Room (3 hour minimum)	\$56.00	\$58.00	\$70.25	\$72.75
Room Deposit - total- <i>No increase for 19/20</i>	\$314.00	\$314.00	\$392.50	\$392.50
Non-refundable portion (25%)- <i>No increase for 19/20</i>	\$78.50	\$78.50	\$98.25	\$98.25
Refundable portion (75%)- <i>No increase for 19/20</i>	\$235.50	\$235.50	\$294.50	\$294.50
Alcohol Deposit - 25% non refundable- <i>No increase for 19/20</i>	\$575.50	\$575.50	\$719.50	\$719.50
Private Rental Fees- Oldemeyer				
0-3 hrs. (per hour)- <i>No increase for 19/20</i>	\$68.00	\$68.00	\$84.75	\$84.75
Every hour over 3 (per hour)- <i>No increase for 19/20</i>	\$31.25	\$31.25	\$39.25	\$39.25
Seahorse Room Rental				
0-3 hrs. (per hour)- <i>No increase for 19/20</i>	\$43.75	\$43.75	\$55.00	\$55.00
Every hour over 3 (per hour)- <i>No increase for 19/20</i>	\$20.00	\$20.00	\$24.50	\$24.50
Seaside Room				
0-3 hrs. (per hour)- <i>No increase for 19/20</i>	\$43.75	\$43.75	\$55.00	\$55.00
Every hour over 3 (per hour)- <i>No increase for 19/20</i>	\$20.00	\$20.00	\$24.50	\$24.50
Blackhorse Room/Senior				
0-3 hrs. (per hour)- <i>No increase for 19/20</i>	\$54.50	\$54.50	\$68.00	\$68.00
Every hour over 3 (per hour)- <i>No increase for 19/20</i>	\$24.00	\$24.00	\$29.75	\$29.75
Bayonet Room Rental				
0-3 hrs. (per hour)- <i>No increase for 19/20</i>	\$43.75	\$43.75	\$55.00	\$55.00
Every hour over 3 (per hour)- <i>No increase for 19/20</i>	\$20.00	\$20.00	\$24.50	\$24.50
Non-profit Organization - applies to all rooms except Laguna Grande Hall (4 hrs maximum)	\$31.75	\$33.00	\$40.00	\$41.50

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

	18/19 Fee	19/20 Proposed (3.7%)	18/19 Fee	19/20 Proposed (3.7%)
Fee Service	Resident Fees	Resident Fees	Non Resident	Non Resident
Aquatics Private Rentals-Pattullo Swim Center				
2 hours - up to 50 people- <i>No increase for 19/20</i>	\$180.00	\$180.00	\$225.00	\$225.00
2 hours - up to 100 people- <i>No increase for 19/20</i>	\$197.25	\$197.25	\$246.50	\$246.50
2 hours - up to 125 people- <i>No increase for 19/20</i>	\$233.50	\$233.50	\$291.50	\$291.50
Use of Slide- <i>No increase for 19/20</i>	\$26.25	\$26.25	\$32.25	\$32.25
Additional 1/2 hour- <i>No increase for 19/20</i>	\$39.00	\$39.00	\$48.75	\$48.75
Deposit- <i>No increase for 19/20</i>	\$87.00	\$87.00	\$108.25	\$108.25
NP-Seaside Dolphins Swim Team- <i>No increase for 19/20</i>	\$21.00	\$21.00	\$26.25	\$26.25
NP-CSUMB- <i>No increase for 19/20</i>	\$21.00	\$21.00	\$26.25	\$26.25
NP-MPUSD Special Ed. Student- <i>No increase for 19/20</i>	\$21.00	\$21.00	\$26.25	\$26.25
NP-MCOE Special Ed Student- <i>No increase for 19/20</i>	\$21.00	\$21.00	\$26.25	\$26.25
Cypress Synchronized Club- <i>No increase for 19/20</i>	\$32.25	\$32.25	\$40.25	\$40.25
Rental of Pool for Scuba Classes - Added in 18/19	\$50 per hour	\$51.75/hr	\$50 per hour	\$51.75/hr
Senior Programs				
Senior Theme Lunches (AOA)- <i>same for non-resident-No increase for 19/20</i>	\$4.00	\$4.00	\$4.00	\$4.00
Senior Trips				
Aquatics Programs				
Swim Lessons	\$46.25	\$48.00	\$57.75	\$60.00
Water Exercise / 2 days wk	\$22.50	\$23.25	\$57.75	\$60.00
Water Exercise / 5 days wk	\$34.00	\$35.25	\$91.75	\$95.25
Adult Water Exercise Class Drop-in Rate- <i>No increase for 19/20</i>	\$8.50	\$8.50	\$10.50	\$10.50
Lap Swim				
Adult Drop In- <i>No increase for 19/20</i>	\$5.75	\$5.75	\$7.00	\$7.00
Senior / Military / College Drop-In- <i>No increase for 19/20</i>	\$3.50	\$3.50	\$4.00	\$4.00
Recreation Swim				
Adult Drop In- <i>No increase for 19/20</i>	\$5.75	\$5.75	\$7.00	\$7.00
Senior / College Student / Youth / Military Drop In- <i>No increase for 19/20</i>	\$3.50	\$3.50	\$4.00	\$4.00
Commercial Rental (per hr)- <i>No increase for 19/20</i>	\$104.75	\$104.75	\$130.75	\$130.75
Recreation Swim Card				
Youth Recreation Card (per mo.)- <i>No increase for 19/20</i>	\$15.25	\$15.25	\$18.75	\$18.75
Youth Recreation Card (per Yr.)- <i>No increase for 19/20</i>	\$103.75	\$103.75	\$129.25	\$129.25
Senior/College/Military Card (per mo.)- <i>No increase for 19/20</i>	\$22.50	\$22.50	\$27.75	\$27.75
Senior/College/Military Card (per yr.)- <i>No increase for 19/20</i>	\$134.50	\$134.50	\$168.00	\$168.00
Senior Gold Card (per mo.) for Senior Swim Only- <i>No increase for 19/20</i>	\$16.75	\$16.75	\$21.00	\$21.00
Senior Gold Card (per yr.) for Senior Swim Only- <i>No increase for 19/20</i>	\$109.75	\$109.75	\$137.00	\$137.00
Adult Lap Card (per mo.)- <i>No increase for 19/20</i>	\$34.00	\$34.00	\$42.25	\$42.25
Adult Lap Card (per yr.)- <i>No increase for 19/20</i>	\$276.25	\$276.25	\$345.25	\$345.25
Adult Couple / Corporate (per mo.)- <i>No increase for 19/20</i>	\$52.25	\$52.25	\$65.50	\$65.50
Adult Couple / Corporate (per yr.)- <i>No increase for 19/20</i>	\$361.75	\$361.75	\$451.75	\$451.75
Family - up to 4 people / (per mo.)- <i>No increase for 19/20</i>	\$70.00	\$70.00	\$87.50	\$87.50
Family - up to 4 people / (per yr.)- <i>No increase for 19/20</i>	\$471.00	\$471.00	\$588.75	\$588.75
Family - up to 8 people / (per mo.)- <i>No increase for 19/20</i>	\$86.50	\$86.50	\$107.75	\$107.75
Family - up to 8 people / (per yr.)- <i>No increase for 19/20</i>	\$623.25	\$623.25	\$778.75	\$778.75
All military personnel and their families regardless of residency	20% discount	20% discount	20% discount	20% discount
Family discount - siblings residing in same household & enrolling in same activity	20% discount	20% discount	20% discount	20% discount

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

	18/19 Fee	19/20 Proposed (3.7%)	18/19 Fee	19/20 Proposed (3.7%)
Fee Service	Resident Fees	Resident Fees	Non Resident	Non Resident
Park Reservation				
Laguna Grande				
Up to 49 People - BBQ	\$42.75	\$44.25	\$49.75	\$51.50
Cleaning Deposit - 25% is Non Refundable	\$56.00	\$58.00	\$56.00	\$58.00
50-100 People - BBQ	\$69.75	\$72.25	\$76.25	\$79.00
Cleaning Deposit - 25% is Non Refundable	\$95.50	\$99.00	\$95.50	\$99.00
101-150 People - BBQ	\$103.25	\$107.00	\$111.25	\$115.25
Cleaning Deposit - 25% is Non Refundable	\$168.25	\$174.50	\$168.25	\$174.50
Soper Park				
Up to 49 People - Small BBQ	\$42.75	\$44.25	\$49.75	\$51.50
Cleaning Deposit - 25% is Non Refundable	\$56.00	\$58.00	\$56.00	\$58.00
50-100 People - Large BBQ	\$69.75	\$72.25	\$76.25	\$79.00
Cleaning Deposit - 25% is Non Refundable	\$95.50	\$99.00	\$95.50	\$99.00
101-150 People - Entire BBQ Area	\$103.25	\$107.00	\$111.25	\$115.25
Cleaning Deposit - 25% is Non Refundable	\$168.25	\$174.50	\$168.25	\$174.50
Bounce House (each)	\$29.25	\$30.25	\$29.25	\$30.25
Cancellation Fee	\$11.25	\$11.75	\$11.25	\$11.75
Ellis Park-Oldemeyer				
Up to 49 People - BBQ	\$42.75	\$44.25	\$49.75	\$51.50
Cleaning Deposit - 25% is Non Refundable	\$56.00	\$58.00	\$56.00	\$58.00
Bounce House (each)	\$29.25	\$30.25	\$29.25	\$30.25
Metz Park				
Up to 49 People - BBQ	\$42.75	\$44.25	\$49.75	\$51.50
Cleaning Deposit - 25% is Non Refundable	\$56.00	\$58.00	\$56.00	\$58.00
50-100 People - BBQ	\$69.75	\$72.25	\$76.25	\$79.00
Cleaning Deposit - 25% is Non Refundable	\$95.50	\$99.00	\$95.50	\$99.00
Bounce House (each) No Electricity	\$29.25	\$30.25	\$29.25	\$30.25
Metz Basketball Court				
1-4 Hours (per hour)	\$10.00	\$10.25	\$15.00	\$15.50
All-Day Reservation	\$50.00	\$51.75	\$75.00	\$77.75
Cleaning Deposit - 25% is Non Refundable	\$60.00	\$62.25	\$60.00	\$62.25
Ballfield Field Group Usage*				
Facility Use Fee	\$195.50/per day or 1-4 hours \$26.44/hr	\$202.75/per day or 1-4 hours \$27.50/hr	\$195.50/per day or 1-4 hours \$26.44/hr	\$202.75/per day or 1-4 hours \$27.50/hr
Cleaning Deposit- nonrefundable 25%	\$168.25	\$174.50	\$168.25	\$174.50
Lighting Fee	\$30.00 per hr	\$31.00/hr	\$30.00 per hr	\$31.00/hr
*Facility Use Agreements are needed for Ballfield Field Group Usage with a term no more than 2 years.				

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES

2019-20 Monthly Meter Charges			
Meter Size	Base Charges	Watermaster Fixed Expenses	Total
5/8"	\$15.32	\$10.00	\$25.32
2"	\$119.20	\$10.00	\$129.20
3"	\$215.21	\$10.00	\$225.21

Monthly Consumption Charges (ccf)	
Residential	
Water Consumed (ccf)	Gravity Zone (per unit)
First 4 Units	\$3.87
> 4-10 units	\$8.37
> 10-20 units	\$13.56
> 20-30 units	\$19.35
> 30-40 units	\$26.53
> 40 units	\$34.65

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES

Monthly Consumption Charges (ccf)					
Multifamily (per dwelling)		Schools (on a per student basis)		Parks (on a per acre basis)	
Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit
First 4 Units	\$3.87	1 Unit	\$5.69	First 4 Units	\$5.69
> 4-10 units	\$8.37	> 1 - 3 Units	\$8.37	> 4-10 units	\$8.37
> 10-20 units	\$13.56	> 3 - 4 Units	\$13.56	> 10-20 units	\$13.56
> 20-30 units	\$19.35	> 4 - 5 Units	\$19.35	> 20-30 units	\$19.35
> 30-40 units	\$26.53	> 5 - 6 Units	\$26.53	> 30-40 units	\$26.53
> 40 units	\$34.65	> 6 Units	\$34.62	> 40 units	\$34.62

Monthly Consumption Charges (ccf)			
Great Victory Temple Church		Seventh Day Adventist Church	
Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit
First 60 Units	\$5.69	First 14 Units	\$5.69
> 60 - 70 Units	\$8.37	> 14 - 35 Units	\$8.37
> 70 - 80 Units	\$13.56	> 24 - 34 Units	\$13.56
> 80 - 90 Units	\$19.35	> 34 - 44 Units	\$19.35
> 90 - 100 Units	\$26.53	> 44 - 54 Units	\$26.53
> 100 Units	\$34.62	> 54 Units	\$34.62

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES

Water Fees		
Service		19/20 Proposed
Reconnection Fees:		
During Business Hours		\$123.00
After Business Hours		\$240.00
Late Fee		\$16.00
Deconstruction of Water Meter	Actual Cost (minimum \$245.52)	
Removal of Lock (cutting off)		\$101.00
Deconstruction of Curb Stop	Actual Cost (Minimum \$905.40)	
Water Meter Testing Charge		\$629.00

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
FIRE DEPARTMENT FEES			
Annual Hazardous Materials Inspection Permit Fees			
	California Fire Code: Annual; Operational Permits	\$ 337	\$ 349
	Amusement Buildings		
	Aviation Facilities		
	Carnivals and Fairs		
	Cellulose Nitrate Film		
	Combustible dust-producing operations		
	Combustible Fibers		
	Covered Mall Buildings		
	Cryogenic Fluids		
	Cutting and Welding		
	Dry Cleaning Plants		
	Exhibits and Trade Shows		
	Explosives		
	Fire Hydrants and Valves		
	Flammable and Combustible Liquids		
	Floor Finishing		
	Fruit and Crop Ripening		
	Fumigation and Thermal Insecticide Fogging		
	Hazardous Materials		
	HPM Facilities (Hazardous Production Materials)		
	High Piled Storage		
	Hot Work Operations		
	Industrial Ovens		
	Lumber Yards and Wood Working Plants		
	Liquid- or gas-fueled vehicles or equipment in assembly buildings		
	LP GAS		
	Magnesium		
	Misc. Combustible Storage		
	Open Burning		
	Open Flames and Torches		
	Open Flames and Candles		
	Organic Coatings		
	Places of Assembly		
	Private Fire Hydrants		
	Pyrotechnic special effects material		
	Pyroxylin plastics		
	Refrigeration equipment		
	Repair garages and motor fuel-dispensing facilities		
	Rooftop heliports		
	Spraying or dipping		
	Storage of scrap tires and tire byproducts		
	Temporary membrane Structures		
	Tire-rebuilding plants		
	Waste handling		
	Wood Products		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
FIRE DEPARTMENT FEES			
Annual Short Term Rental Safety Inspections			
	Short Term Rental (includes 2 inspections)	\$ 261	\$ 271
	Re-Inspection (after initial and first reinspection)	\$ 173	\$ 179
Annual Business Fire Safety Inspections (business incl 2 inspections, excluding apartments)			
A	A Occupancies (Per Hour) (ie assembly places)	\$ 261	\$ 271
B	B Occupancies (Per Hour) - (ie bank, professional office)	\$ 261	\$ 271
E	n	\$ 261	\$ 271
F	F Occupancies (Per Hour) - (ie Factory)	\$ 519	\$ 538
H	H Occupancies (Per Hour) - (ie High Hazard)	\$ 519	\$ 538
I	I Occupancies (Per Hour) - (ie Institutional)	\$ 519	\$ 538
M	M Occupancies (Per Hour) - (ie market, department or drug store)	\$ 261	\$ 271
R-2	R-2 Occupancy (Per Hour) (ie Res Permanent 2+) 4 or less units	\$ 261	\$ 271
	5-20 units	\$ 261	\$ 271
	21-50 units	\$ 519	\$ 538
	> 50 units; each additional 50 units	\$ 692	\$ 718
S	S Occupancies (Per Hour) - (ie Storage)	\$ 519	\$ 538
U	U Occupancies (Per Hour) - (ie Accessory; Private Garage, Agriculture building, etc)	\$ 261	\$ 271
	Re-Inspection (after initial and first reinspection)	\$ 173	\$ 179
Licensed Care Facilities			
	Pre-Inspection	\$ 87	\$ 90
	Licensed Care Facility (7-49) (State and County License Mandated)	\$ 261	\$ 271
	Licensed Care Facility (50+) (State and County License Mandated)	\$ 519	\$ 538

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
FIRE DEPARTMENT FEES			
NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS			
	Contract fire plan check		
	Commercial Uses - Structural (All newly constructed, added, or <u>structurally remodeled</u> space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	500	\$ 173	\$ 179
	2,000	\$ 346	\$ 359
	5,000	\$ 519	\$ 538
	10,000	\$ 692	\$ 718
	25,000	\$ 865	\$ 897
	Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule) (ie mixed use, hotel, motel, condo, apartment)		
	Square Footage:		
	1,000	\$ 261	\$ 271
	5,000	\$ 346	\$ 359
	10,000	\$ 519	\$ 538
	50,000	\$ 865	\$ 897
	100,000	\$ 1,214	\$ 1,259
	Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 173	\$ 179
	600	\$ 173	\$ 179
	1,000	\$ 261	\$ 271
	1,500	\$ 261	\$ 271
	2,000	\$ 346	\$ 359
	Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)		
	Square Footage:		
	500	\$ 173	\$ 179
	2,000	\$ 346	\$ 359
	5,000	\$ 519	\$ 538
	10,000	\$ 692	\$ 718
	25,000	\$ 865	\$ 897

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
FIRE DEPARTMENT FEES			
	Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the structure is not altered)		
	Square Footage:		
	500	\$ 173	\$ 179
	2,000	\$ 346	\$ 359
	5,000	\$ 519	\$ 538
	10,000	\$ 692	\$ 718
	25,000	\$ 865	\$ 897
	One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes the model home or a custom home project)		
	Square Footage:		
	1,000	\$ 173	\$ 179
	2,500	\$ 173	\$ 179
	4,000	\$ 346	\$ 359
	6,000	\$ 346	\$ 359
	8,000	\$ 433	\$ 449
	Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 173	\$ 179
	600	\$ 173	\$ 179
	1,000	\$ 173	\$ 179
	1,500	\$ 173	\$ 179
	2,000	\$ 173	\$ 179
	Fire Plan Review (Per Hour)	\$ 173	\$ 179
FIRE INSPECTIONS			
	Fire Hydrant Underground System/Per Fire Hydrant (incl 2 hydrants)	\$ 173	\$ 179
	Each Additional Hydrant	\$ 87	\$ 90
	Fire Hydrant - Use Permit	\$ 173	\$ 179
	Fire Sprinkler Commercial Aboveground	\$ 519	\$ 538
	Fire Sprinkler Commercial Underground	\$ 519	\$ 538
	Standpipes	\$ 519	\$ 538
	Standpipes - Each additional outlet	\$ 44	\$ 46
	Supression System - Hood	\$ 346	\$ 359
	Supression System - Agents	\$ 346	\$ 359
	Fire Extinguishing System Installation (incl hood,duct,agents)	\$ 519	\$ 538
	Fire Pump Installations	\$ 865	\$ 897

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
FIRE DEPARTMENT FEES			
	Certificate of Occupancy		
	Development < 2K sq ft	\$ 261	\$ 271
	Development 2K - 10K sq ft	\$ 519	\$ 538
	Development > 10K sq ft	\$ 692	\$ 718
Special Permits			
	Fireworks Stand Inspection	\$ 173	\$ 179
	Fireworks Booth Application Fee	\$ 173	\$ 179
	Christmas Tree Lot/ Pumpkin Patch	\$ 173	\$ 179
Tent Permits			
	201 to 400 square feet	\$ 173	\$ 179
	401 to 1500 square feet	\$ 173	\$ 179
	1501 - 15,000 square feet	\$ 173	\$ 179
	15,001 - 30,000 square feet	\$ 173	\$ 179
	> 30,000 square feet	\$ 173	\$ 179
Automatic Fire Sprinkler:			
	Inspections/New Systems/Repair		
	0-5,000 s.f.	\$ 519	\$ 538
	5,001-15,000 s.f.	\$ 865	\$ 897
	15,001-30,000 s.f.	\$ 1,214	\$ 1,259
	> 30,001 s.f. (each additional 10k s.f.)	\$ 865	\$ 897
Fire Alarm Systems:			
	Inspections/New Systems/Repair/Alterations		
	0 - 5,000 s.f.	\$ 519	\$ 538
	5,001 - 15,000 s.f.	\$ 865	\$ 897
	15,001 - 30,000 s.f.	\$ 1,214	\$ 1,259
	> 30,001 s.f. (each additional 10K s.f.)	\$ 865	\$ 897
Fire False Alarm Response			
	Fire False Alarm Response (Eng, truck, Bat Chief)	\$ 261	\$ 271
	Drug/DUI/Hazmat Incident Response		
	Fire Department Equipment Costs: <i>(placeholder for MFS - not analyzed as part of this scope)</i>		
	Administration Vehicle - per hour		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
FIRE DEPARTMENT FEES			
HOURLY RATES			
	Fire Hourly Rate	\$ 173	\$ 179
	Enginer Company - hourly rate	\$ 519	\$ 538
	Copy Service - per page	\$ 0.10	\$ 0.10
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
POLICE DEPARTMENT FEES			
RECORDS, DOCUMENTS AND SPECIAL SERVICES			
	Accident reports (online service)	\$ 18	\$ 19
	Accident reports	\$ 42	\$ 44
	Police Report - per PRA		
	DVD/CD Copy	\$ 34	\$ 35
	U-Visa Request	\$ 114	\$ 118
	Sworn		
	Non-sworn		
	Outside Agency CLETS Entry (statewide database)	\$ 51	\$ 53
	Outside Agency background request	\$ 18	\$ 19
	Outside Agency background request - other City jurisdiction	\$ 18	\$ 19
	Firearms Storage Fee	\$ 307	\$ 318
	Adult Arrest Sealing Request	\$ 153	\$ 159
	Building Security Services (secure building after a burglary)	\$ 368	\$ 382
	Sworn		
	Non-Sworn		
ALARMS / DISTURBANCE			
Alarm Use Permit			
	Residential new application	\$ 104	\$ 108
	Sworn		
	Non-Sworn		
	Residential annual renewal fee		
	Non-Sworn	\$ 34	\$ 35
	Commercial new application	\$ 104	\$ 108
	Sworn		
	Non-Sworn		
	Commercial annual renewal fee		
	Non-Sworn	\$ 34	\$ 35
False Alarm Assessment			
	First Alarm Response	\$ 176	\$ 183
	Sworn (2 units)		
	Non-sworn		
	Second Response	\$ 176	\$ 183
	Sworn		
	Non-sworn		
	Each Additional Response	\$ 176	\$ 183
	Sworn		
	Non-sworn		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
POLICE DEPARTMENT FEES			
	Response to Peace Disturbance		
	First Response	\$ 176	\$ 183
	Sworn		
	Non-sworn		
	Second Response	\$ 176	\$ 183
	Sworn		
	Non-sworn		
	Each Additional Response	\$ 176	\$ 183
	Sworn		
	Non-sworn		
VEHICULAR			
	Equipment Violation, re-inspection (written by SPD)	\$ 12	\$ 12
	Equipment Violation, re-inspection (written by non SPD)	\$ 12	\$ 12
	Parking Citation Admin Review		
	Sworn	\$ 27	\$ 28
	Parking Citation Hearing (appeal)		
	Sworn	\$ 80	\$ 83
	Vehicle Abatement		
	Per vehicle	\$ 209	\$ 217
	Sworn		
	Non-sworn		
	Vehicle Abatement Appeal	\$ 102	\$ 106
	Impound Vehicle Release Fee (30 day hold) - no license)	\$ 209	\$ 217
	Sworn		
	Non-sworn		
	Impound Vehicle Release Fee	\$ 183	\$ 190
	Sworn		
	Non-sworn		
	Impound Release - repo fee Regulated by State. Do Not Increase	\$ 17	\$ 18
EMERGENCY RESPONSE			
	DUI Incident Recovery	\$ 316	\$ 328
	DUI Accident/Hazmat Incident/Emergency Response Recovery		
	Hourly Rates (Full Cost Recovery)	\$ 158	\$ 164

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
POLICE DEPARTMENT FEES			
REGULATORY PERMITS			
	Tow Service Provider Application (annual) sworn non-sworn	\$ 447	\$ 464
	Vending Vehicles-new sworn non-sworn	\$ 57	\$ 59
	Vending Vehicles-renewal sworn non-sworn	\$ 57	\$ 59
	Massage Establishment/Technician-new sworn non-sworn	\$ 96	\$ 100
	Massage Establishment/Technician-renewal sworn non-sworn	\$ 96	\$ 100
	Solicitor-new sworn non-sworn	\$ 65	\$ 67
	Solicitor-renewal sworn non-sworn	\$ 65	\$ 67
	Pawn/Secondhand/Junk-new sworn non-sworn	\$ 500	\$ 519
	Pawn/Secondhand/Junk-renewal sworn non-sworn	\$ 500	\$ 519
	Live Entertainment/Dance (special event) sworn non-sworn	\$ 65	\$ 67

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES**

		18/19 Fee	19/20 Proposed (3.7%)
POLICE DEPARTMENT FEES			
	Firearms-new sworn non-sworn	\$ 500	\$ 519
	Firearms-renewal sworn non-sworn	\$ 500	\$ 519
	ABC Permit Review sworn non-sworn	\$ 104	\$ 108
	Taxi Driver Permit (annual)	\$ 26	\$ 27
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT - ANIMAL SERVICES FEES

		18/19 Fee (3.4%)	19/20 Proposed (3.7%)
POLICE DEPARTMENT - ANIMAL SERVICES			
ANIMAL CONTROL SERVICES			
Dog License Fee			
Unaltered - Resident:			
7 months		\$ 50	\$ 52
13 months		\$ 50	\$ 52
25 months or more		\$ 50	\$ 52
Altered- Resident:			
7 months		\$ 25	\$ 26
13 months		\$ 25	\$ 26
25 months or more		\$ 25	\$ 26
Unaltered - Senior Citizen (65 years and older)			
7 months		\$ 50	\$ 52
13 months		\$ 50	\$ 52
25 months or more		\$ 50	\$ 52
Altered - Senior Citizen (65 years and older)			
7 months		\$ 11	\$ 11
13 months		\$ 11	\$ 11
25 months or more		\$ 11	\$ 11
Late Filing Fee		\$ 7	\$ 7
Replacement of Lost Dog Tag		\$ 7	\$ 7
License Transfer Fee		\$ 7	\$ 7
Animal Impound Fines			
Licensed		\$ 55	\$ 57
Unlicensed		\$ 84	\$ 87
2nd Offense (all)		\$ 112	\$ 116
3rd or more offense (all)		\$ 222	\$ 230

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE 2019-2020 FEE SCHEDULE OF THE CITY OF SEASIDE

WHEREAS, the City Council of the City of Seaside has considered the Proposed 2019-2020 Fee Schedule; and

WHEREAS, the City Council has made any desired modifications to the Proposed 2019-2020 Fee Schedule.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside adopts the 2019-2020 Fee Schedule. Fee increases will be effective July 21, 2019.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of June, 2019 by the following vote:

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

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent

DATE: June 20, 2019

SUBJECT: CONSIDER A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS FOR THE USE OF SOPER FIELD, METZ FIELD AND CUTINO FIELD

PURPOSE & RECOMMENDATION

Consider a request from the Central Coast Bombers for a Fee Waiver of Nine Thousand, Six Hundred, Seventy-Seven Dollars and Four Cents (\$9,677.04) for the costs associated with the use of Soper Field, Metz Field and Cutino Field from August 2019 to November 2019.

BACKGROUND

The Central Coast Bombers is requesting a Fee Waiver to use Soper Field from August 2019 to November 2019 on Monday and Wednesday from 4:00 p.m. to 9:00 p.m. and Metz Field from August 2019 to November 2019 on Monday and Wednesday from 5:00 p.m. to 7:00 p.m. and Cutino Field from August 2019 to November 2019 on Saturday from 9:00 a.m. to 12:00 p.m. They would keep up on the field maintenance and ensure that the parks are clean after each use. They would rake, drag, spike and clay batters boxes as needed.

Central Coast Bombers is a local Seaside organization serving youth that is dedicated to providing low or no cost programs for its participants and their families. Ninety percent of their youth are local Seaside Pony Baseball players and the coaches are from Seaside Pony Baseball.

Staff recommends that the City Council discussed the request that the fees be waived for rental cost of Soper Field and Metz Field and if approved the Council require that

the organization provide liability coverage and pay only the lighting fee at Soper Field of \$1,440.00.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Soper Field, Metz Field & Cutino Field Fees	\$ 9,677.04
Lighting Fee at Soper Field	\$ 1,440.00
TOTAL	\$11,117.04

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the lighting fee at Soper Field only, the fiscal impact is \$9,677.04.

ATTACHMENTS

1. Central Coast Bombers Fee Waiver Request 2019
 2. Central Coast Bombers - Facility Use Application 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Central Coast Bombers
Name of Applicant: Richard Miramontes
Address: 18 Westminster Ct. City: Seaside State: CA
Phone: 831-760-6052 Email: richardmph@sbcglobal.net

EVENT INFORMATION:

Event Title: 2019 FALL Bombers Travel Season
Event Description: This is for using the fields for baseball practice.
Event Date: August - NOVEMBER Room(s) Requested: Soper, Metz & Cotino Park.
Time (including set-up): varies - _____ Approximate Number of Guests: 50

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: The Central Coast Bombers do not have the financial means to pay for field usage

Have you received a Fee Waiver in the past? ☒ Yes, the event was on year of 2018 ☐ No

What is your organization's tax identification number? 46-4798270

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

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

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

Applicant Signature: [Signature]

Date: 5/14/19

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



FACILITY USE APPLICATION

Guidelines for Use of City Fields

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.
2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.
3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.
4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.
6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).
7. A deposit requirement of \$500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.
8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments: 1. Questionnaire
2. Application
3. Sample Use Agreement
4. Key Request

Attachment 1 Questionnaire

Date of Request: 5-10-2019

1. Name of Organization: Central Coast Bombers
Address: 18 Westminster Ct.
City/State/Zip Seaside, CA 93955
Phone: 831-760-6052 / 831-915-7731
Authorized Representative: Richard Miramontes / Cody Rose
2. Status: (Circle all that apply) Private ☐ Non-profit Public ☐ Profit ☐
3. If Non-Profit, please provide your Tax ID # 46-4798270
4. How long have you been established? 15+ years
How many members are there? 50
How many members live in the City of Seaside? 40
Do members pay annual or monthly dues? YES ☒ NO ☐
5. Is your organization affiliated with any national, federal, state, county or local agency or association? YES ☐ NO ☒ If YES, please provide the name of that agency or association. _____
6. Are you a YOUTH-oriented organization? YES ☒ NO ☐ And if YES, how many Seaside youth are in your organization? 40+
7. Does your organization provide its services only to Seaside youth or residents?
YES ☐ NO ☒ Or is membership open to all youth or residents in Monterey County? YES ☒ NO ☐
If YES, please provide the number of youth/residents by city.
The majority of our members are Seaside residents. We do have approximately 8-10 members who reside in the cities of Marina, Monterey, & Salinas.
8. Does your organization receive funding or other support of any type from any national, federal, state, county, regional, city, private or public agency/affiliation? YES ☐ NO ☒
If YES, please explain.

9. Before coming to the City of Seaside and requesting this use of the fields, have you contacted other cities with regards to the use of their facilities? YES ☐ NO ☒ If YES, please explain why you chose not to use their facility.

**IF REQUESTING A FEE WAIVER
PLEASE COMPLETE QUESTIONS 10 THROUGH 12**

10. Does your organization have the ability to pay any portion of the fees to use the facility?
YES ☒ NO ☐

If your organization does have the ability to pay a reasonable share of the requested fees, please explain why you still feel that a fee waiver should be granted.

The Central Coast Bombers strives to provide an elite travel baseball experience for the youth of our community without the travel ball cost. We provide scholarships & other financial assistance to our members, while still maintaining the lowest cost to our members on the Peninsula. This could not be possible without assistance from our great City of Seaside.

11. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans?

The Central Coast Bombers would not be able to pay full price for the use of the facility. Therefore we would have to close our doors & not have a 2019 Season.

12. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash cleanup, etc) can you offer to help offset costs?

We would make sure the parks are clean after each use. We would rake, spike, drag, & clay the infield and batters boxes whenever it is needed. We would make sure all fields are properly cared for during all of our issued time slots.

13. Do you plan on having any special events, such as tournaments, picture day, registration, opening day, etc.? YES ☒ NO ☐. If YES, please list events and dates below:

We have discussed the possibility of hosting a tournament or fundraiser, however as of today we do not have anything on the books.

14. Please list any additional information you feel is relevant:

We are an organization dedicated to the youth of the Seaside Community, and to providing an elite travel baseball experience without the travel ball cost. 90% of our members are Seaside Pony Baseball players, and the majority of our coaches come from Seaside Pony as well.

We would like to thank you for your consideration, and we look forward to continuing the partnership between the Central Coast Bombers and the great City of Seaside.

**Attachment 2
City of Seaside
Field Use Application**

Date: 5-10-2019

Name of Organization: Central Coast Bombers

Address: 18 Westminster Ct.

City/State/Zip: Seaside, CA 93955

Authorized Representative	
Name and Title	Richard Miramontes - President
Address	18 Westminster Ct
Address	Seaside, CA 93955
Telephone	831-760-6052
Fax	
Email	richardmph@sbcglobal.net
Board Members	
Name and Title	Cody Rose - Vice President
Telephone	831-915-7731
Name and Title	JD MONEY - Director of Operations
Telephone	831-521-9103
Name and Title	CORI MIRAMONTES - Treasurer
Telephone	831-277-1074
Name and Title	
Telephone	
Name and Title	
Telephone	
Name and Title	
Telephone	
Name and Title	
Telephone	

Please fill out one form per park requested

Organization: <u>Central Coast Bombers</u>			
Park: <u>Soper</u>			
Services Requested:			
Use of field	<u>Yes</u>	No	
Use of snack bar	Yes	No	
Use of lights	<u>Yes</u>	No	
Other: <u>RESTROOMS</u>	<u>Yes</u>	No	
	Yes	No	
	Yes	No	

			Number of Hours	
Date	Day	Hours	Daily Total	Lights
<u>August - NOVEMBER</u>	<u>MONDAY'S</u>	<u>4pm - 9pm</u>	<u>65</u>	
<u>August - NOVEMBER</u>	<u>WEDNESDAY'S</u>	<u>4pm - 9pm</u>	<u>65</u>	
<u>August - NOVEMBER</u>	<u>FRIDAY'S</u>	<u>4pm - 9pm</u>	<u>70</u>	
Total Days	<u>40</u>	Total Hours	<u>200</u>	

Please fill out one form per park requested

Organization: <u>Central Coast Bombers</u>			
Park: <u>Metz</u>			
Services Requested:			
Use of field	<u>Yes</u>	No	
Use of snack bar	Yes	No	
Use of lights	Yes	No	
Other: <u>Restrooms</u>	<u>Yes</u>	No	
	Yes	No	
	Yes	No	

			Number of Hours	
Date	Day	Hours	Daily Total	Lights
<u>August - November</u>	<u>MONDAYS</u>	<u>5pm - 7pm</u>	<u>26</u>	
<u>August - November</u>	<u>WEDNESDAYS</u>	<u>5pm - 7pm</u>	<u>26</u>	
<u>August - November</u>	<u>FRIDAYS</u>	<u>5pm - 7pm</u>	<u>28</u>	
Total Days	<u>40</u>	Total Hours	<u>80</u>	

Please fill out one form per park requested

Organization: <u>Central Coast Bombers</u>				
Park: <u>Cutino</u>				
Services Requested:				
Use of field	<u>Yes</u>		No	
Use of snack bar	Yes		No	
Use of lights	Yes		No	
Other:	Yes		No	
	Yes		No	
	Yes		No	

			Number of Hours	
Date	Day	Hours	Daily Total	Lights
<u>August - November</u>	<u>Saturdays</u>	<u>9AM - 12 AM</u>	<u>42</u>	
Total Days	<u>14</u>	Total Hours	<u>42</u>	