



AMENDED AGENDA

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

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, February 6, 2020
5:30 PM

1. CALL TO ORDER

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

Ian N. Oglesby
David R. Pacheco
Jason Campbell
Jon Wizard
Alissa Kispersky

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
Council/Agency Member

3. PLEDGE OF ALLEGIANCE

4. 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.

5. CONSENT AGENDA

A. APPROVE MINUTES FROM JANUARY 16, 2019

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of January 4, 2020 through January 24, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending January 16, 2020. Total Accounts Payable and Payroll for the above referenced period is \$146.22.

C. ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT

**AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER
ENDING DECEMBER 31, 2019.**

RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending December 31, 2019.

**D. ADOPT A RESOLUTION TO AUTHORIZE SUBMITTAL OF AN APPLICATION
TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME
PROGRAM IN THE AMOUNT OF \$1,000,000.00 FOR THE DEVELOPMENT
OF TEN ACCESSORY DWELLING UNITS FOR LOW-INCOME
HOMEOWNERS.**

RECOMMENDATION: Authorize submittal of application.

**E. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACTS WITH ADAMS ASHBY GROUP AND R. L. HASTINGS AND
ASSOCIATES TO SERVE AS THE ADMINISTRATIVE SUBCONTRACTORS
FOR THE CALHOME GRANT AND TO AUTHORIZE THE USE OF SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY AFFORDABLE HOUSING
FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000.00 TO COVER THESE
CONTRACT AMOUNTS.**

RECOMMENDATION: Authorize execution of contracts.

6. STUDY SESSION

**A. STUDY SESSION TO INTRODUCE AND DISCUSS A DRAFT ORDINANCE
REGARDING PLASTIC POLLUTION PREVENTION AND SOLID WASTE AS
RECOMMENDED BY THE ENVIRONMENTAL COMMISSION.**

RECOMMENDATION: Receive a report, provide input, and direct staff on when to agendaize item for a City Council hearing.

7. CLOSED SESSION

**A. CONFERENCE WITH LEGAL COUNSEL SIGNIFICANT EXPOSURE TO
LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D)
OF SECTION 54956.9 - ANTICIPATED LITIGATION: 1 CASE**

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

1. Former Army Building 4481 (Southwest corner of Colonel Durham Street and Parker Flats Cut-Off Road, Seaside)
2. Disposition of Fort Ord Reuse Authority ESCA properties on the former Fort Ord, parcels:
 - 031-211-001 E34, E24
 - 031-151-062 E23.1, E23.2, E20c.1
 - 031-152-007 E20c.2, E18.1.1*
 - 031-151-059 E20c.1.1.1
 - 031-151-045 L31, E20c.2.1
 - 031-152-002 18.1.1
 - 031-152-011 18.1.3, 18.1.1, 18.4, L22

Negotiator for the City: Craig Malin. Negotiator for FORA: Barry Stienberg. Under Discussion: Price, terms of payment or both.

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 20, 2019
Seaside City Hall
5:30 PM

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



DRAFT MINUTES

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

JOINT SPECIAL MEETING
Council Chamber
Thursday, January 16, 2020
5:30 PM

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m.

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

PRESENT: OGLESBY, PACHECO, CAMPBELL, WIZARD, KISPERSKY
ABSENT: NONE

3. PLEDGE OF ALLEGIANCE

The pledge was led by Councilmember Jason Campbell.

4. PUBLIC COMMENT

PUBLIC COMMENT SPEAKERS: Dr. PK Diffenbaugh (MPUSD Superintendent) - announced that Martin Luther King, Jr. Elementary School was awarded the California Exemplary Award (only awarded to 13 school within the State); announced a special event in honor of Martin Luther King Jr Day on Monday, January 20 at 10:00 - 11:00 a.m.; Dr. Diffenbaugh also presented the Mayor with a jacket from Martin Luther King Jr School with a inscription on the back that reads "Don't call it a comeback
We've been here for years".

Mayor Oglesby thanked Dr. Diffenbaugh for his work within the district and specifically for schools in Seaside.

5. CONSENT AGENDA

On motion Mayor Pro Tem Pacheco and second by Councilmember Wizard and carried by the following vote, the City Council moved to approve the Consent Agenda items as presented.

There were no comments from the public.

RESULT: 5-0-0-0

AYES: OGLESBY, PACHECO, CAMPBELL, WIZARD, KISPERSKY
NOES: NONE

ABSTAIN: NONE
ABSENT: NONE

A. APPROVE MINUTES FROM DECEMBER 19, 2019

Action: Approved

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved

6. BUSINESS ITEMS

A. AUTHORIZE THE USE OF TWO PROPERTIES OWNED BY THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY ON CANYON DEL REY FOR THE PURPOSE OF DEVELOPING ACCESSORY DWELLING UNIT DEMONSTRATION SITES

City Manager Malin introduced Housing Program Manager David Foster whom presented the item. Mr. Foster responded to questions and comments from the Council.

There were no comments from the public.

On motion by Councilmember Wizard and second by Mayor Pro Tem Pacheco and carried by the following vote, the City Council moved to approve the use of two Agency-owned properties as Accessory Dwelling Unit demonstration sites resulting in the provision of four affordable rental housing units and authorizing the use of Successor Agency to the Redevelopment Agency Affordable Housing Funds for pre-development expenses related to the development expenses related to the development of these sites in an amount not to exceed \$10,000; and for the three future sites, for extremely low income and/or voucher holders.

RESULT: 5-0-0-0

AYES: OGLESBY, PACHECO, CAMPBELL, WIZARD, KISPERSKY

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

7. CLOSED SESSION

City Attorney Damon read the Closed Session items and did not anticipate any report out of announcements. There were no comments from the public.

Time Entered: 5:52 p.m.

Time Returned: 6:17 p.m.

A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION

54956.9 (c) - POTENTIAL LITIGATION (2)

8. ADJOURNMENT

The meeting was adjourned at 6:18 p.m. in honor and memory of Mr. William Payton, Jr.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.B.

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

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant
Kimberly Drabner, Finance Director

DATE: February 6, 2020

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of January 4, 2020 through January 24, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending January 16, 2020. Total Accounts Payable and Payroll for the above referenced period is \$146.22.

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:

- No checks exceeded \$10,000 during the reporting period.

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant
Kimberly Drabner, Finance Director

DATE: February 6, 2020

**SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR
THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE
QUARTER ENDING DECEMBER 31, 2019.**

PURPOSE & RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending December 31, 2019.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2020 second quarter beginning October 1, 2019 and ending December 31, 2019.

The December 31, 2019 report shows that approximately 93% of the portfolio is City of Seaside funds and 7% is Successor Agency Funds. 24% of the funds are invested the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. exhibit A, B, C - 2Q quarter ended 12-31-19
 2. LAIF Program Description
 3. LAIF Historical Interest Rates
 4. PMIA - LAIF Performance Report 20200120
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF DECEMBER 31, 2019**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 13,255,422.39
General Checking	Rabobank	Market	\$ 7,556,730.59
Money Market	Rabobank	Market	\$ 15,693,723.71
PARS Retirement Account	US Bank	Market	\$ 14,725.17
York Tail Claims	Bank of America	Market	\$ 34,877.91
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 4,894,662.15
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 10,914,189.14
Bond 2014 Reserve account	US Bank	Market	\$ 767,641.11
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 456,422.98
US Bank - PNC Equipment Lease Escrow Account	US Bank	Market	\$ 478,498.99
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 634,845.59
	Total		\$ 54,701,739.73

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Craig Malin
City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF DECEMBER 31, 2019**

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	1.24%	13,255,422.39	24.23%	13,255,422.39
<u>Checking Account</u>				
Rabobank - General Checking	0.00%	7,556,730.59	13.81%	7,556,730.59
Rabobank - Money Market	0.09%	15,693,723.71	28.69%	15,693,723.71
PARS Retirement Account	0.64%	14,725.17	0.03%	14,725.17
Bank of America-York Checking	0.00%	34,877.91	0.06%	34,877.91
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.08%	4,894,662.15	8.95%	4,894,662.15
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.08%	10,914,189.14	19.95%	10,914,189.14
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	0.00%	767,641.11	1.40%	767,641.11
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.07%	456,422.98	0.83%	456,422.98
<u>US Bank - PNC Equipment Lease Escrow Account</u>				
	0.08%	478,498.99	0.87%	478,498.99
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	0.28%	634,845.59	1.16%	634,845.59
Total Cash and Investments		54,701,739.73	100.00%	54,701,739.73

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
SEPTEMBER 30, 2019 THROUGH DECEMBER 31, 2019**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 13,174,272.75			81,149.64	\$ 13,255,422.39
CHECKING ACCOUNT						
Rabobank - General Checking	OPEN	\$ 5,558,001.82	25,672,760.76	23,674,031.99		\$ 7,556,730.59
Rabobank - Payroll Checking	OPEN	\$ -	5,722,899.77	5,722,899.77		\$ -
Rabobank, Money Market	OPEN	\$ 2,826,433.56	12,862,904.69	-	4,385.46	\$ 15,693,723.71
PARS Retirement Account	OPEN	\$ 14,499.66	12,060.00	11,881.39	46.90	\$ 14,725.17
York Tail Claims	OPEN	\$ 36,503.77	13,776.77	15,402.63	-	\$ 34,877.91
BOND RESERVE ACCOUNT - HELD BY TRUSTEES						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 4,989,394.31	14,830.80	111,540.19	1,977.23	\$ 4,894,662.15
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 11,118,680.47	-	208,875.01	4,383.68	\$ 10,914,189.14
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 729,686.81	37,952.93	-	1.37	\$ 767,641.11
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 340,094.69	116,181.25	-	147.04	\$ 456,422.98
PNC Equipment Lease Escrow Account	OPEN	\$ 478,308.30	-	-	190.69	\$ 478,498.99
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 14,625.59	828,287.62	208,526.10	458.48	\$ 634,845.59
		\$ 39,280,501.73	45,281,654.59	29,953,157.08	92,740.49	\$ 54,701,739.73



LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,362 participants and \$26.7 billion at the end of December 2019.



California State Treasurer
Fiona Ma, CPA



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LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68
2017	0.78	0.92	1.07	1.20
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29

	March	June	September	December
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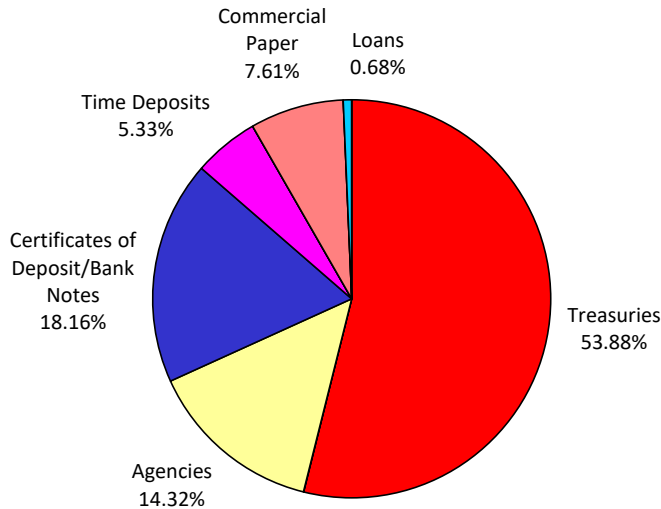
PMIA/LAIF Performance Report as of 01/22/2020



Pooled Money Investment Account Portfolio Composition ⁽¹⁾

12/31/19

\$88.9 billion



Percentages may not total 100% due to rounding

PMIA Average Monthly Effective Yields ⁽¹⁾

Dec 2019	2.043
Nov 2019	2.103
Oct 2019	2.190

LAIF Quarterly Performance Quarter Ended 12/31/19

Apportionment Rate ⁽²⁾ :	2.29
Earnings Ratio ⁽²⁾ :	0.0000625008577897
Fair Value Factor ⁽¹⁾ :	1.001770298
Daily ⁽¹⁾ :	2.02%
Quarter to Date ⁽¹⁾ :	2.11%
Average Life ⁽¹⁾ :	226

PMIA Daily Rates ⁽¹⁾

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/23/19	2.03	2.12	222
12/24/19	2.03	2.12	225
12/25/19	2.03	2.12	225
12/26/19	2.03	2.12	224
12/27/19	2.03	2.12	227
12/28/19	2.03	2.12	227
12/29/19	2.03	2.12	227
12/30/19	2.03	2.11	224
12/31/19	2.02	2.11	226
01/01/20	2.03	2.03	224
01/02/20	2.00	2.02	231
01/03/20	2.00	2.01	229
01/04/20	2.00	2.01	229
01/05/20	2.00	2.01	229
01/06/20	2.00	2.00	226
01/07/20	1.99	2.00	224
01/08/20	1.99	2.00	224
01/09/20	1.99	2.00	224
01/10/20	1.98	2.00	223
01/11/20	1.98	2.00	223
01/12/20	1.98	2.00	223
01/13/20	1.98	1.99	220
01/14/20	1.97	1.99	221
01/15/20	1.96	1.99	228
01/16/20	1.95	1.99	226
01/17/20	1.95	1.99	224
01/18/20	1.95	1.98	224
01/19/20	1.95	1.98	224
01/20/20	1.95	1.98	224
01/21/20	1.95	1.98	219
01/22/20	1.95	1.98	218

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund pursuant to Public Utility Code 3288 (a).

Source:

(1) State of California, Office of the Treasurer

(2) State of California, Office of the Controller



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.D.

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

FROM: Craig Malin, City Manager

BY: David Foster, Housing Program Manager

DATE: February 6, 2020

SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM IN THE AMOUNT OF \$1,000,000.00 FOR THE DEVELOPMENT OF TEN ACCESSORY DWELLING UNITS FOR LOW-INCOME HOMEOWNERS.

PURPOSE & RECOMMENDATION

Authorize submittal of application.

BACKGROUND

Accessory Dwelling Units (ADUs) are recognized as a critical form of affordable infill development to offer increased housing opportunities that serve different populations ranging from students and young professionals to young families, people with disabilities, and senior citizens and can augment a full and robust affordable housing program.

According to the City of Seaside's 2015-2023 Housing Element, Seaside's Regional Housing Needs Allocation (RHNA) for the January 1, 2014 to December 31, 2023 planning period has a total number of units needed of 393 (95 extremely/very low income units, 62 low income units, 72 moderate income units and 164 above moderate income units). As of July, 2019 the City has a remaining RHNA obligation of 166 housing units (95 extremely low/very low-Income units, 62 low income units, two

moderate income units, and seven above moderate income units).

As part of the City of Seaside's portfolio of strategies to increase affordable housing in the City, strategic direction has been given to staff to focus on mechanisms to encourage the development of Accessory Dwelling Units (ADUs).

Because of their typically small unit size, Accessory Dwelling Units are considered "affordable by design". As such, ADUs that do not have any affordability deed restrictions are accepted under the State's Regional Housing Needs Allocation as serving moderate income households. However, for ADUs to be counted as serving low or very low, or extremely low-income households they need to be built using some form of financial assistance that is provided to the homeowner in exchange for an affordability deed restriction. Financial assistance through the State Department of Housing and Community Development's CalHome program is one way of providing assistance for the development of ADUs that will be affordable to low-income households.

Providing direct financial assistance to low-income homeowners to help them build an ADU offers additional direct benefits beyond just the creation of new affordable rental housing opportunities for low-income households. This program will provide a way to help stabilize the income of low-income homeowners in the community. The rental income provided by the new ADU will help low-income homeowners keep their homes. For senior homeowners it can also allow them to "age in place" and offers the option of downsizing into the smaller ADU that will be designed for wheelchair accessibility. Helping low-income homeowners remain in the community helps fight against gentrification and helps stabilize existing neighborhoods.

For the first time in several years the State's CalHome program has issued a Notice of Funding Availability with a total of \$57 Million available. Staff is requesting authorization to apply for a total of \$1,000,000 under the CalHome program for the development of ten ADUs.

Next Steps

If the grant proposal is approved the City will receive funding in late 2020 and would take on the responsibility of operating a program to select low-income participant homeowners, assist with the selection and coordination of architects and contractors and assist each household to arrange their mortgage financing. For sites that can accommodate a detached ADU the City would utilize the City's new 500 square foot prototype architectural plans to help reduce development costs. If the grant is awarded to the City the CalHome Program would allow the City three years to complete the development of the ten ADUs proposed. In a separate agenda item, the Successor Agency to the Redevelopment Agency will be asked to enter into contracts with two Administrative Subcontractors to complete the majority of this work on behalf of the City.

FISCAL IMPACT

The cost to apply for funding under the CalHome program is \$7,500 for a consultant contract with R. L. Hastings and Associates which was paid for from the Successor Agency to the Redevelopment Agency Affordable Housing Fund

Total \$7,500.00

If the grant proposal is awarded the Successor Agency to the Redevelopment Agency would fund the hiring of two Administrative Subcontractors in an amount not to exceed \$50,000.00. This funding would come from the Successor Agency's Affordable Housing Fund. It is possible that additional financial assistance will be required from the Affordable Housing Fund depending on the actual dollar amount awarded by the CalHome Program and the development costs involved in the individual ADUs to be built.

ATTACHMENTS

1. CalHome Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY AUTHORIZES THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.

WHEREAS, the City of Seaside wishes to receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") on December 23, 2019 for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April, 2004; and

WHEREAS, the City of Seaside wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1,000,000.00.

NOW, THEREFORE BE IT RESOLVED THAT,

- 1.** The City of Seaside shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on December 23, 2019 which will request a funding allocation for the following activity: An Accessory Dwelling Unit loan and development assistance program that will assist ten low-income homeowners to design, build, and finance a total of ten Accessory Dwelling Units located in the City of Seaside. All Accessory Dwelling Units to be built will be deed restricted for rental to low-income households.
- 2.** If the application for funding is approved, the City of Seaside hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is

incorporated as a part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. City of Seaside acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

- 3. The City of Seaside authorizes City Manager to execute in the name of the City of Seaside, the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

PASSED AND ADOPTED at a joint special meeting of the City Council and Successor Agency to the Redevelopment Agency of the City of Seaside, State of California on the 6th day of February, 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.E.

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

FROM: Craig Malin, City Manager

BY: David Foster, Housing Program Manager

DATE: February 6, 2020

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH ADAMS ASHBY GROUP AND R. L. HASTINGS AND ASSOCIATES TO SERVE AS THE ADMINISTRATIVE SUBCONTRACTORS FOR THE CALHOME GRANT AND TO AUTHORIZE THE USE OF SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AFFORDABLE HOUSING FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000.00 TO COVER THESE CONTRACT AMOUNTS.

PURPOSE & RECOMMENDATION

Authorize execution of contracts.

BACKGROUND

As part of the City of Seaside's portfolio of strategies to increase affordable housing in the City, strategic direction has been given to staff to focus on mechanisms to encourage the development of Accessory Dwelling Units (ADUs). In particular, there is interest in providing financial assistance to homeowners in exchange for building ADUs that will have an affordable rental deed restriction to serve low or very low-income households.

The City is currently in the process of applying to the State Department of Housing and Community Development's CalHome program for a \$1,000,000.00 grant to develop a total of ten ADUs that will be made available as rental units for low-income households.

In order to qualify under the CalHome Program the City must be able to show that it has both the recent experience and demonstrated capacity to operate an affordable housing development program. For Cities like Seaside that don't have this current experience and capacity, the CalHome application allows applicants to enter into contracts with Administrative Subcontractors that have that experience and capacity. Adams Ashby Group and R. L. Hastings and Associates are both experienced community development specialists with extensive experience in the administration of affordable housing programs for both federal and state funded programs including the State's CalHome Program.

If the CalHome grant is approved the City will receive funding in late 2020 and would take on the responsibility of operating the program to oversee the development of ten ADUs. Through the proposed contracts the Adams Ashby Group and R. L. Hastings and Associates would oversee the processing of the CalHome Standard Agreement, train staff in all aspects of the process, including the selection of the low-income participant homeowners, the selection and coordination of architects and construction contractors, and in assisting each household with mortgage financing using a combination of CalHome and conventional financing assist in the selection of the low-income participant homeowners, assist with the selection and coordination of architects and construction contractors, and assist each household with mortgage financing using a combination of CalHome and conventional financing. If funded the CalHome program would allow the City three years to complete the development of the ten ADUs proposed. During the course of the project the City can build its own capacity and take on portions of the work of the CalHome contract and acquire the experience required to be successful in similar future affordable housing grant applications.

FISCAL IMPACT

The costs applicable to this request:

A Contract with Adams Ashby Group in an amount not to exceed \$25,000.00 and a Contract with R. L. Hastings and Associates in an amount not to exceed \$25,000.00 to be paid from the Successor Agency to the Redevelopment Agency's Affordable Housing Fund.

Total	\$50,000.00
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ATTACHMENTS

1. Resolution for Adams Ashby Group
2. Resolution for R.L. Hasthing and Associates
3. Professional Services Agreemen RL Hastings and Associates

4. Professional Services Agreement Adams Ashby

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO 20____

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE**

AWARDING A CONTACT WITH ADAMS ASHBY GROUP FOR AN AMOUNT NOT TO EXCEED \$25,000.00 TO SERVE AS AN ADMINISTRATIVE SUBCONTRACTOR FOR ADMINISTRATION AND OPERATION OF A GRANT FROM THE STATE CALHOME PROGRAM FOR THE DEVELOPMENT OF TEN AFFORDABLE ACCESSORY DWELLING UNITS AND TO AUTHORIZE THE EXPENDITURE OF UP TO \$25,000.00 FROM THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AFFORDABLE HOUSING FUND FOR THIS CONTRACT.

WHEREAS, the City of Seaside wishes to apply to the State Department of Housing and Community Development's CalHome program to receive an allocation of funds for an Accessory Dwelling Unit Development Program for the development of ten affordable accessory dwelling units (ADUs); and

WHEREAS, in order to qualify for this CalHome application the City must be able to demonstrate that it has both the current experience and the capacity to administer such an affordable housing program; and

WHEREAS, the CalHome program application allows that applicants, such as the City of Seaside, that don't have the current in-house experience and capacity to administer such a program, may contact for Administrative Subcontractors who can provide that experience and capacity; and

WHEREAS, Adams Ashby Group is an experienced community development and affordable housing development consulting firm with extensive experience with the administration and operation of affordable housing programs including programs funded through the CalHome Program; and

WHEREAS, a Contract has been negotiated with Adams Ashby Group with a maximum not to exceed price of \$25,000.00

NOW, THEREFORE BE IT RESOLVED, that the Successor Agency to the Redevelopment Agency authorizes the execution of a Contract with Adams Ashby Group for an amount not to exceed Twenty Five Thousand dollars (\$25,000.00) to serve as an Administrative Subcontractor for the CalHOME Accessory Dwelling Unit Program for the development of ten accessory dwelling units and authorizes the City Manager to execute the contract and authorizes the expenditure of up to \$25,000.00 from the Successor Agency to the Redevelopment Agency for this Contract.

PASSED AND ADOPTED at a joint regular meeting of the City Council and
Successor Agency to the Redevelopment Agency of the City of Seaside, State of
California on the 6th day of February, 2020 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

RESOLUTION NO 20____

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE**

**AWARDING A CONTACT WITH R. L. HASTINGS AND ASSOCIATES FOR
AN AMOUNT NOT TO EXCEED \$25,000.00 TO SERVE AS AN
ADMINISTRATIVE SUBCONTRACTOR FOR THE SET UP AND
ADMINISTRATION OF A GRANT FROM THE STATE CALHOME PROGRAM
FOR THE DEVELOPMENT OF TEN AFFORDABLE ACCESSORY DWELLING
UNITS AND TO AUTHORIZE THE EXPENDITURE OF UP TO \$25,000.00
FROM THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
AFFORDABLE HOUSING FUND FOR THIS CONTACT.**

WHEREAS, the City of Seaside wishes to apply to the State Department of Housing and Community Development's CalHome program to receive an allocation of funds for an Accessory Dwelling Unit Development Program for the development of ten affordable accessory dwelling units (ADUs); and

WHEREAS, in order to qualify for this CalHome application the City must be able to demonstrate that it has both the current experience and the capacity to administer such an affordable housing program; and

WHEREAS, the CalHome program application allows that applicants, such as the City of Seaside, that don't have the current in-house experience and capacity to administer such a program may to contact for Administrative Subcontractors who can provide that experience and capacity; and

WHEREAS, R. L. Hastings and Associates is an experienced community development and affordable housing development consulting firm with extensive experience with the set up and administration of affordable housing programs including programs funded through the CalHome Program; and

WHEREAS, a Contract has been negotiated with R. L. Hastings and Associates with a maximum not to exceed price of \$25,000.

NOW, THEREFORE BE IT RESOLVED, that the Successor Agency to the Redevelopment Agency authorizes the execution of a Contract with R. L. Hastings and Associates for an amount not to exceed Twenty-Five Thousand dollars (\$25,000.00) to serve as an Administrative Subcontractor for the CalHOME Accessory Dwelling Unit Program for the development of ten accessory dwelling units and authorizes the City Manager to execute the contract and authorizes the expenditure of up to \$25,000.00 from the Successor Agency to the Redevelopment Agency for this Contract.

PASSED AND ADOPTED at a joint regular meeting of the City Council and
Successor Agency to the Redevelopment Agency of the City of Seaside, State of
California on the 6th day of February, 2020 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

City of Seaside

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Seaside (City), and RL Hastings and Associates Group (Consultant).

- A. Engagement: The City agrees to engage the Consultant to assist with the set up and administration of the grant from the State Department of Housing and Community Development's CalHome Program. The program will be involved in the development of a total of ten accessory dwelling units (ADUs) for low-income homeowners.
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant a maximum not to exceed amount of \$25,000.00 (Twenty-Five Thousand dollars) unless a contract amendment is approved and signed by both parties. Compensation will be billed at a rate of \$150.00 per hour.
- D. Expense Reimbursement: City will reimburse for printing and any pre-approved project costs upon submission of receipts.
- E. Method of Payment: The City shall pay upon receipt of written invoices from Contractor detailing services rendered.
- F. Term: The term of this agreement shall commence on the 15th day of February, 2020 and terminate on the 15th day of February, 2023.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

No work under this contract shall begin prior to the award of funding from the State CalHome program. If funding is not awarded under the State CalHome Program, then this contract will be terminated at that time.

- H. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions,

officers and employees, Consultant shall indemnify, defend and hold harmless the City, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

- I. Insurance: \$1,000,000 professional liability insurance naming the City as an additional insured.
- J. Project Management. The City Manager will represent the City for all purposes under this Agreement. David Foster is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.
- K. Ownership of Work Product:
 - a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
 - b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
 - c. It is expressly understood that alteration by the City of any materials developed by the Consultant without the involvement of the Contractor is at the City's sole risk and without liability or legal exposure to the Consultant or any of its sub tier consultants or affiliates.
- L. Miscellaneous:
 - a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
 - b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
 - c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
 - d. It is the intent of the City that the Consultant carry any sub consultants under their umbrella. When required this work shall be added into this agreement via a duly executed written agreement.

- e. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- f. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- g. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- h. Consultant shall provide the City with a \$1,000,000/\$2,000,000 general liability certificate of insurance naming City as an additional insured, and automobile and workers' compensation coverage if applicable.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

Contractor: _____

By: _____

Address: _____

Dated: _____, 2020

City of Seaside:

By: Craig Malin
Title: City Manager

City of Seaside

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Seaside (City), and Adams Ashby Group (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide project management and training for City staff for the development of ten accessory dwelling units (ADUs) for low-income homeowners under a grant from the State Housing and Community Development Department's CalHome Program for the development of ten accessory dwelling units for low-income homeowners.
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant a maximum not to exceed fee of \$2,500.00 per unit for the training for the development of ten ADUs for total maximum not to exceed amount of \$25,000.00 (Twenty-Five Thousand dollars) unless a contract amendment is approved and signed by both parties. Compensation will be billed at a rate of \$125.00 per hour.
- D. Expense Reimbursement: City will reimburse for printing and any pre-approved project costs upon submission of receipts.
- E. Method of Payment: The City shall pay upon receipt of written invoices from Contractor detailing services rendered. Payment shall be made 30 days after the receipt of invoice from consultant.
- F. Term: The term of this agreement shall commence on the 15th day of February, 2020 and terminate on the 15th day of February, 2023.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

No work under this contract shall begin prior to the award of funding from the State CalHome program. If funding is not awarded under the State CalHome Program, then this contract will be terminated at that time.

- H. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the City, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.
- I. Insurance: \$1,000,000 professional liability insurance naming the City as an additional insured.
- J. Project Management. The City Manager will represent the City for all purposes under this Agreement. David Foster is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.
- K. Ownership of Work Product:
 - a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
 - b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
 - c. It is expressly understood that alteration by the City of any materials developed by the Consultant without the involvement of the Contractor is at the City's sole risk and without liability or legal exposure to the Consultant or any of its sub tier consultants or affiliates.
- L. Miscellaneous:
 - a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
 - b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
 - c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.

- d. It is the intent of the City that the Consultant carry any sub consultants under their umbrella. When required this work shall be added into this agreement via a duly executed written agreement.
- e. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- f. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- g. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- h. Consultant shall provide the City with a \$1,000,000/\$2,000,000 general liability certificate of insurance naming City as an additional insured, and automobile and workers' compensation coverage if applicable.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

Contractor: _____

By: _____

Address: _____

Dated: _____, 2020

City of Seaside:

By: Craig Malin
Title: City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 6.A.

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

BY: Craig Malin, City Manager

DATE: February 6, 2020

**SUBJECT: STUDY SESSION TO INTRODUCE AND DISCUSS A DRAFT
ORDINANCE REGARDING PLASTIC POLLUTION PREVENTION
AND SOLID WASTE AS RECOMMENDED BY THE
ENVIRONMENTAL COMMISSION.**

PURPOSE & RECOMMENDATION

Receive a report, provide input, and direct staff on when to agendaize item for a City Council hearing.

BACKGROUND

The First Wave: Polystyrene Food Packaging Bans

Seaside's current Environmentally Preferable Food Packaging Ordinance (Seaside Municipal Code 8.60) was enacted almost 10 years ago and primarily focuses on the prohibition of polystyrene food packaging in the City. At the time, all jurisdictional members of the Monterey Regional Waste Management District were requested to adopt an ordinance to eliminate the use of polystyrene food packaging. Prior to Seaside taking action, the cities of Monterey, Pacific Grove, Carmel, and Del Rey Oaks adopted ordinances banning polystyrene. Over time, both market changes and business purchasing decisions assisted in the transition away from polystyrene to more environmentally preferable food packaging.

The current food packaging landscape of Seaside covers the spectrum, from prohibited to preferred goods: polystyrene food packaging is still used and sold by some establishments while many use recyclable food service ware and a few have already started the transition to compostable goods. Additionally, other consumer goods such as balloons, single-use paper bags, single-use plastic containers of personal care products provided at lodging establishments comprise the products in Seaside.

The Second Wave: Monterey Peninsula Cities Require Compostable Ware

It was once thought that biodegradable products were more environmentally preferable than plastics, however it's been discovered that they actually break down in the environment in a very similar manner to plastic goods. Both materials remain in the environment where they break down into tiny pieces that disperse widely and pose a severe threat to wildlife, as well as humans who consume seafood. Compostable food service ware (such as cups, plates, clamshell containers and cutlery) made from paper, sugarcane, corn bi-products and potato starch are available locally. As these products degrade, they do not harm the environment and are not a permanent blight on the landscape.

Locally, Carmel City Council voted unanimously to ban plastic straws and utensils for restaurants and food vendors on October 3, 2018. Carmel rolled out the ban in phases, starting with: beverage straws and disposable to-go utensils provided only upon request, then a couple months later followed with the regulation that restaurants and food vendors that utilize disposable food service ware use biodegradable, compostable, or recyclable products. The City of Monterey followed and unanimously amended its municipal code regarding disposable food service ware on November 20, 2018, which became effective on Earth Day (April 22, 2019). The new code permits only paper or reusable straws and prohibits disposable food service ware for dine-in customers. Lastly, the City of Pacific Grove unanimously passed similar prohibitions on single-use plastics and food packaging on November 6, 2019.

OUTREACH

In April of 2019 the Environmental Committee (EC) and CSUMB students conducted outreach to the restaurant community to begin conversations about the proposed ordinance. There were approximately seven CSUMB students who conducted local business outreach, surveying 22 (42% of total) food service establishments.

In June of 2019, 52 invitations were both mailed and hand-delivered to all restaurants for two stakeholder meetings, with the goal of introducing the draft ordinance to Seaside business stakeholders and to solicit feedback. Participants were food service providers, owners and managers. Presentations were provided by Seaside Environmental Committee members, a local business owner and MRWMD. Attendees learned about the proposed code amendments, which aim to transition take-out food service ware to environmentally preferable alternatives; heard from the owner of La Tortuga, who has already made the switch to compostable materials; received updates on the current state of waste management in Seaside and state-of-the-art composting facilities at Monterey Regional Waste Management District from Jeff Lindenthall and Tim Brownell; and learned how to apply for financial incentives through the Green Business Program, up to \$500 to assist in your restaurant's improvements through the state Green Business Program.

In summary, the Environmental Committee discussed the proposed ordinance, outreach, and strategies at 13 monthly committee meetings over a period of 16

months, 198 businesses were mailed letters about the proposed changes, targeted communications were sent to all 52 restaurants in the city, two restaurant-specific stakeholder meetings were held at Seaside Creates, three external agencies reviewed the proposed ordinance, and two separate surveys were completed by approximately 35 restaurants.

PROPOSED ORDINANCE

The intent of the proposed ordinance is to eliminate the use of single-use plastic products in the City of Seaside to protect the local and global environment. Monterey Regional Waste Management District, Monterey Bay Aquarium, and GreenWaste conducted technical reviews of the proposed ordinance.

ATTACHMENTS

1. Draft Ordinance
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. XX-XX

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SEASIDE

REPEALING IN ITS ENTIRETY SEASIDE MUNICIPAL CODE, TITLE 8, CHAPTER 8.60: ENVIRONMENTALLY PREFERABLE FOOD PACKAGING AND REPLACING IT WITH 8.60: PRIORITY IMPACT PLASTIC POLLUTION.

WHEREAS, single-use food and beverage packaging constitutes a significant and growing portion of waste generated in the City of Seaside;

WHEREAS, food service ware made from materials that are not compostable, returnable or feasibly recyclable accumulates in our landfills and in the natural environment;

WHEREAS, single-use plastic products are of special concern to the environment. Non-compostable plastic materials are typically manufactured from the byproducts of petroleum, a non-renewable resource. These products are highly durable, persist in the environment as litter and are consumed by wildlife, causing injury, illness and mortality, as well as becoming embedded in the food chain up to human consumption of microplastics;

WHEREAS, the single-use products used in our community are part of a global materials system and responsible disposal of products is impacted by market demands. This is especially true of plastic products;

WHEREAS, compostable food service ware is available locally and affordably. When diverted into Monterey Regional Waste Management District's organics waste stream, these materials are converted into compost;

WHEREAS, reducing and eliminating the most damaging plastic materials within the City of Seaside will help protect the local environment, including the Monterey Bay National Marine Sanctuary, from contamination and degradation, helping to steward our community's treasured natural resources and protect the assets critical to a thriving local tourist economy;

WHEREAS, the City desires to update its policies to reduce waste, protect the environment and comply with state regulations aimed at diverting more waste from landfills and reducing land-based trash entering waterways;

WHEREAS, a shift to re-usable and compostable food service ware has the potential to contribute to a number of positive local impacts, including more economical and environmentally sound waste management;

WHEREAS, plastic pollution comes from a variety of sources in our community. In changing the name of the ordinance from "Environmentally Preferable Food Packaging" to "Priority Impact Plastic Pollution Prevention" we better reflect the responsibility for all types of businesses to respond to the community needs;

NOW THEREFORE BE IT ORDAINED AS FOLLOWS:

SECTION 1. Seaside Municipal Code, Title 8, Chapter 8.60 is hereby repealed in its entirety and replaced as follows:

8.60: PRIORITY IMPACT PLASTIC POLLUTION.

Sections:

8.60.010 Findings and declaration of intent.

8.60.012 Definitions.

8.60.014 Ban on single-use plastic products and priority-impact plastic pollution.

8.60.016 Compostable Ware Requirements.

8.60.018 Ban on single-use personal care products in commercial and residential lodging.

8.60.020 Compliance support and enforcement.

8.60.010. Findings and declaration of intent.

The city finds and declares that:

- A.** Single-use food and beverage packaging constitutes a significant and growing portion of waste generated in the City of Seaside.

- B.** Food service ware made from materials that are not compostable, returnable or feasibly recyclable accumulates in our landfills and in the natural environment.
- C.** Single-use plastic products are of special concern to the environment. Non-compostable plastic materials are typically manufactured from the byproducts of petroleum, a non-renewable resource. These products are highly durable, persist in the environment as litter and are consumed by wildlife, causing injury, illness and mortality, as well as becoming embedded in the food chain up to human consumption of microplastics.
- D.** The single-use products used in our community are part of a global materials system and responsible disposal of products is impacted by market demands. This is especially true of plastic products.
- E.** Compostable food service ware is available locally and affordably. When diverted into Monterey Regional Waste Management District's organics waste stream, these materials are converted into compost.
- F.** Reducing and eliminating the most damaging plastic materials within the City of Seaside will help protect the local environment, including the Monterey Bay National Marine Sanctuary, from contamination and degradation, helping to steward our community's treasured natural resources and protect the assets critical to a thriving local tourist economy.
- G.** The City desires to update its policies to reduce waste, protect the environment and comply with state regulations aimed at diverting more waste from landfills and reducing land-based trash entering waterways.
- H.** A shift to re-usable and compostable food service ware has the potential to contribute to a number of positive local impacts, including more economical and environmentally sound waste management.
- I.** Plastic pollution comes from a variety of sources in our community. In changing the name of the ordinance from "Environmentally Preferable Food Packaging" to "Priority Impact Plastic Pollution Prevention" we better

reflect the responsibility for all types of businesses to respond to the community needs.

8.60.012. Definitions.

Unless otherwise expressly stated, whenever used in this chapter the following terms shall have the meanings set forth below:

“ASTM Standard” means meeting the standards of the American Society for Testing and Materials (ASTM) International Standards D6400, as that standard may be amended.

“BPI” means Biodegradable Product Institute.

“Care provider” means any entity that provides care to people or animals; this includes dentist office, medical care providers, veterinary care providers and day care facilities, including child and elder care.

“City” means the City of Seaside.

“City contractor” means any person or entity that has a contract with the city for work or improvement to be performed, for a franchise, concession, for grant monies, goods and services, or supplies to be donated or to be purchased at the expense of the city.

“Compostable” or “Certified Compostable” means a material that meets BPI, Cedar Grove, ASTM, or other standard designated as acceptable by the franchised waste hauler and undergoes degradation by biological processes during composting to yield carbon dioxide (CO₂), water, inorganic compounds, and biomass within a nominal time frame. Compostable disposable food service ware must be clearly labeled compostable in accordance with the California Public Resources Code Section 42357 et seq. and all State and Federal labeling laws pertaining to the identification of compostable products, as those standards may be amended.

“Commercial and residential lodging providers” means any hotel, motel, bed and breakfast, short-term rental, or any other establishment that provides overnight, transient lodging.

“Disposable food service ware” means single-use plastic disposable products used by a restaurant, vendor, food cart, merchant, food truck, or home kitchen, and food service industry for serving or transporting prepared ready-to-consume food or beverages for sale. This includes but is not limited to plastic plates, straws, cups, lids, utensils, bowls, stirrers, beverage plugs, trays, and hinged or lidded containers.

"Exempted uses" means those point-of-purchase or delivery sales that have received a special exemption, through the city manager or the city manager's designee.

"Food provider" is any entity or city contractor doing business in the City of Seaside whose principal business is the sale of prepared food or beverage for public consumption either on or off premises, which includes any fixed or mobile restaurant, food truck or food cart, drive-in, coffee shop, public food market, produce stand, special event vendor, grocery stores that sell or distribute prepared foods on-site or to-go, and other places where food or drink is prepared for sale or for service on the premises or elsewhere.

"Plastic" is a synthetic or semi-synthetic material derived from polymers, that can be molded into shape while soft and then set into a rigid or slightly elastic form. Plastic can be made from petroleum inputs or plant-based inputs.

"Plastic bag" means a single-use plastic bag of any size that is provided at point of sale or service to customers by a retail establishment, service establishment or care provider. Plastic bags include both compostable and non-compostable carryout bags, as well as single-use plastic bags provided for the purchase of produce, deli goods and bulk goods, as well as dry cleaning film bags.

"Single-Use amenity" means any bottle 10 oz. or less.

"Polystyrene" means a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). This includes but is not limited to general-purpose polystyrene, polystyrene foam plate, bleached paperboard plate with low density polyethylene coating and bleached paperboard plate with polystyrene coating.

"Polystyrene foam" means and includes expanded polystyrene that is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene).

"Polystyrene foam, single or limited use" means any plate, cup, bowl, tray or similar item intended for single use and coolers, packaging and small fishing equipment that is used for a limited duration and/or which has the potential to break-into smaller pieces after use.

"Prepared food" means food or beverage prepared for consumption on the food provider's premise or elsewhere using any cooking or food preparation

technique. This does not include any raw uncooked meat, poultry, fish or eggs unless provided for consumption without further food preparation.

“Priority Impact Plastic Pollution” means any plastic product referenced in this code section posing a threat to a healthy, functioning ecosystem, including all animal life throughout the food web. It also includes plastic that negatively impacts the well-being of our community, through litter and human health impacts.

“Recycled paper bag” is defined as a bag that contains no old-growth fiber and is made up of 75% percent post-consumer recycled materials, and clearly indicates to the user the bag is certified compostable or recyclable.

“Retail establishment” or “retail store” means all sales outlets, stores, shops, vehicles, dispensaries, non-profits, resale businesses or other places of business located within the City of Seaside that operate primarily to sell or convey goods directly to the consumer.

“Reusable” means designed or intended for long-term reuse, in contrast to disposable.

“Reusable bag” means any bag that is specifically designed and manufactured for multiple reuse, and is either: (1) made of cloth or other washable woven fabric; or (2) made of durable material that is at least 2.25 mils thick that can be cleaned or disinfected at least 125 times. A reusable bag may be made of recyclable plastic such as high density polyethylene (HDPE), low density polyethylene (LDPE).

“Service establishment” means any entity that provides a service including but not limited to vehicle service and maintenance, pet grooming / boarding service and dry cleaning.

“Single-use bag” is defined as a bag, other than a reusable bag, recycled paper bag, or compostable bag, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment. Single-use bags include bags, a maximum size of 11 inches by 17 inches, provided to the customer to (1) transport produce, bulk food or meat from a product, bulk food or meat department within a store to the point of sale; (2) hold prescription medication dispensed from a pharmacy; or (3) segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag.

“Single-use plastic” means single-use plastic bags, cartons, boxes, or containers that are provided at the point of sale to customers and are not certified compostable. These typically include plates, cutlery, cups, lids,

straws, “clamshells” and other containers. This also includes non-compostable single-use plastic amenities provided by hotels and other overnight lodging facilities. These typically include small containers of body wash, lotion and hair products as well as plastic-wrapped soap intended for use by a single guest. This further includes non-compostable plastic-lined cups. For purposes of this chapter, medical devices, medical products, prescription drugs, and the packaging used for these products, that require approval from the United States Food and Drug Administration or require child-proof packaging, shall not be considered single-use packaging or priority impact plastic products.

“Straw” means a tube through which beverages, slurries, smoothies, and similar products may be ingested by the consumer.

8.60.014 Ban on single-use plastic products and priority-impact plastic pollution.

- A. No retail establishment, service establishment or care provider shall provide non-compostable single-use plastic bags, cartons, boxes, or containers at the point of sale to customers. This includes food service ware such as plates, cutlery, cups, lids, straws, “clamshell” take-out packages, single-use condiment packages (such as for coffee creamer, ketchup, mayonnaise, salsa or soy sauce) and other containers. This further includes hot beverage cups lined with non-compostable plastic. For purposes of this chapter, medical devices, medical products, prescription drugs, and the packaging used for these products, that require approval from the United States Food and Drug Administration shall not be considered single-use packaging or priority single-use plastic products.
- B. Single-use paper bags provided to customers shall contain a minimum of 75% percent post-consumer recycled fiber and must be recyclable or compostable, as defined in this chapter.
- C. Retail establishments shall indicate on the customer transaction receipt the number of paper carryout bags provided, and the total amount charged.
- D. No City of Seaside contractors, special events promoters, or their vendors, while performing under contract or permit, within the city limits, shall provide non-compostable single-use plastic or polystyrene products to customers at the point of sale or point of distribution.

- E. All restaurants must provide reusable service-ware to dine-in customers at full-service, sit-down restaurants or at counter-service restaurants that provide in-restaurant seating. Request for exemptions based on restrictions of water credit allocation can be made to City Council.
- F. No business or nonprofit organization shall use balloons for the promotion of business activities or special events. This includes but is not limited to: restaurants, car dealerships, community events organized by or on behalf of the City or other entity.
- G. Balloons shall be prohibited in all public parks or public land, whether that use is for a public or private event requiring a permit, as well as private events not requiring a permit.
- H. Any business selling balloons shall display and/or share City-compliant, standardized information to customers purchasing balloons on the environmental impacts of balloons.
- I. The sale of single-use or limited-use polystyrene foam products is prohibited within the City. The use of single-use or limited-use polystyrene foam products is prohibited in all public spaces, including beaches and parks. Single-use or limited-use polystyrene foam products includes any plate, cup, bowl, tray or similar item intended for disposal after a single use, as well as coolers, packaging and fishing equipment that is used for a limited duration and/or has the potential to break into smaller pieces after short periods of use.
- J. City-owned and City-operated facilities and City-sponsored events shall restrict the sale or distribution of plastic water bottles beginning on January 1, 2021.

8.60.016 Compostable Ware Requirements.

- A. All food providers within the city utilizing disposable food service ware shall use certified compostable products. This includes but is not limited to plates, napkins, straws, cups, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers, as well as single-use packaging for condiments, sauces and creamers. Non-plastic single-use products shall be allowed only if they are currently accepted for recycling by the designated waste hauler.

- B. Business establishments providing compostable or non-plastic recyclable materials shall provide separate compost and recycling collection bins to customers and ensure proper collection by the designated waste hauler.
- C. Bags used to protect items such as meat, produce, wet items from on-site deli counters or on-site preparation and storage, or for any carry-out protection, should be made of BPI-, Cedar Grove- or ASTM-compliant compostable materials or be a reusable item provided by the customer. This does not include materials prepared and packaged off-site, by a company not directly owned or operated by the business establishment that is required to comply.
- D. Where possible, priority consideration should be given for reuse over single-use compostable or recyclable products. In accordance with State Health Code, businesses may accept customers' reusable containers brought in for take-out or to-go, following procedures to isolate the container from the food-preparation area and sanitize the surface with which it came into contact.
- E. Food providers may charge a "take-out fee" if any additional costs are incurred in providing certified compostable food ware. This cost should not exceed \$.25 and shall not be collected by the city.
- F. All City facilities utilizing disposable food service ware shall use products that are BPI-, Cedar Grove- or ASTM-certified compostable.
- G. City contractors and special events promoters utilizing disposable food service ware shall use BPI-, Cedar Grove- or ASTM-certified compostable products while performing under a city contract or permit.
- H. All plastic straws, including PLA/bioplastic are prohibited. Exceptions shall be made to the consumer self-identifying as needing a PLA/bioplastic or plastic straw, whereupon it should be provided to the consumer upon request.

8.60.018 Ban on single-use personal care products in commercial and residential lodging.

- A. Plastic bottles of personal care products of 10oz or less shall not be provided in hotel or motel rooms, vacation rentals, commercial or residential lodging, such as Airbnb, or other accommodations within the City.

- B. Single-use amenities often provided by hotels and other overnight lodging facilities, such as small containers of body wash, lotion and hair products as well as plastic-wrapped toiletries intended for use by a single guest shall not be provided.

8.60.20 Compliance support and enforcement.

- A. The city's code compliance staff shall be responsible for enforcing this chapter and shall have authority to issue citations for violations beginning 6 months after the effective date of the ordinance. During the 6-month transition period business shall use any remaining non-compliant material. If no viable compliant option is market-ready or available, the businesses shall notify staff within the transition period.
- B. Prior to the effective date, positive encouragement and support for the business community will include informational resources for transition to compliant materials through voluntary informational meetings with a member of city staff or Environmental Commission, or designate, who will provide support and education.
- C. The first violation requires a mandatory 30-minute meeting with a member of city staff or Environmental Commission, or designate, to provide support and education.
- D. Anyone who has completed the 30-minute informational meeting and is still found to be non-compliant shall be guilty of an infraction.
- E. The City attorney may seek legal, injunctive, or any other relief to enforce the provisions of this chapter.
- F. The remedies and penalties provided in this chapter are cumulative and not exclusive of one another.
- G. The City may inspect any care provider, City contractor, commercial and residential lodging provider, food provider, retail establishment or service establishment subject to this code to verify compliance.
- H. Violation of this chapter will be considered a public nuisance. In addition to any other remedies or penalties that may be available, any violation described in the preceding paragraphs shall be subject to abatement by

the City, as well as any other remedies that may be permitted by law for public nuisances, and may be enforced by an injunction issued by the superior court in a civil action, based upon a showing by the City that said violation exists.

SECTION 2. If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional."

SECTION 3. Effective date. This Ordinance shall become effective thirty (30) days after adoption.

Introduced at a duly noticed Public Hearing on February 6, 2020.

PASSES AND ADOPTED BY THE COUNCIL OF THE CITY OF SEASIDE this _____ day of _____, 2020, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

ORDINANCE NO. XX-XX

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, TO ADOPT AN ORDINANCE FOR PROPOSED TEXT AMENDMENTS TO SEASIDE MUNICIPAL CODE 8.28 SOLID WASTE.

WHEREAS, the City recognizes the need to address the issue of plastic pollution at the source of distribution as well as the end of use to improve litter removal from parking lots and streets.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. The purpose of this Ordinance is to consider the following text amendments to Seaside Municipal Code, Title 8, Chapter 8.28:

8.28.030. Definitions

“Organic materials” means those materials approved by the city for collection in its organic materials collection program. Organic materials include yard trimmings, food scraps **and BPI, ASTM or Cedar Grove certified compostable materials.** No discarded material shall be considered organic materials, however, unless such material is separated from solid waste and recyclable materials.

“Recyclable materials” means those materials approved by the city **and the franchised hauler** for collection in its recyclables collection program. No discarded material shall be considered recyclable materials, however, unless such material is separated from solid waste and organic materials.

8.28.070 Responsible collection of ~~Placing litter on street, sidewalk, alley, or public place.~~

It shall be unlawful for any person to throw, place, scatter, or deposit, or cause to be thrown, placed, scattered, or deposited, upon any street, sidewalk, alley, public right-of-way or public place in the city, any litter, except that a property owner, occupant, tenant, customer, or their employee may place properly containerized or packaged materials at the curbside, parkway, or alley on regularly scheduled days provided by the city-authorized service provider for removal of the same. Any litter or other discarded materials located in the public right-of-way immediately adjacent to a premises shall be deemed to have

originated from that premises unless the owner thereof can prove, to the reasonable satisfaction of the city manager, that such materials did not originate from their property. **Litter or debris in parking lots or in the front of businesses (including sidewalk and curb or gutter) shall be the responsibility of the property/business owner to collect and properly dispose of at the end of each business day, at minimum. If a parking lot is shared by multiple businesses or residents, it is the responsibility of the property owner to collect litter or to assign responsibility to the lease-holder(s).** Any litter or other discarded materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein. (Ord. 1028, 2016)

SECTION 2. It is the responsibility of the City Council to consider and weigh the merits of the text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in making its determination on the proposed text amendments to the Seaside Municipal Code.

SECTION 5. Effective date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Introduced at a duly noticed Public Hearing on February 6, 2020.

PASSES AND ADOPTED by the City Council of the City of Seaside this _____ day of _____, 2020, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk