



AGENDA
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, March 5, 2020
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. PRESENTATION OF THE FEBRUARY 2020 HOUSE OF THE MONTH

8. CONSENT AGENDA

A. APPROVE MINUTES FROM FEBRUARY 20, 2020

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of February 8, 2020 through February 21, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending February 13, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,013,247.22.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL CHEERLEADING TEAM

RECOMMENDATION: Approve a request from Seaside High School Cheerleading Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs for team uniforms and transportation to and from games and events.

D. APPROVE A FEE WAIVER REQUEST FROM THE LULAC COUNCIL NO. 2895 FOR THE USE OF A MEETING ROOM AT THE OLDEMEYER CENTER

RECOMMENDATION: Approve a request from the LULAC Council No. 2895 for a fee waiver of Three Hundred and Thirty Dollars (\$330.00) for the room rental fees at the Oldemeyer Center for their monthly organization meetings from February 2020 to December 2020 (except for March 2020).

E. ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO PRECISION GRADE INC. FOR AN AMOUNT NOT TO EXCEED \$53,235 FOR THE WANDA AVENUE SIDEWALK REPAIR PROJECT

RECOMMENDATION: The purpose of this item is to have the City Council approve a resolution awarding a construction contract for an amount not to exceed Fifty Three Thousand Two Hundred Thirty Five Dollars (\$53,235) to Precision Grade Inc. for the Wanda Avenue Sidewalk Repair project.

9. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER THE CAMPUS TOWN PROJECT

RECOMMENDATION: The City Council will hold a public hearing on the proposed Campus Town Project which allows the construction and operation of up to 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 sf of Office, Flex, Makerspace and Light Industrial, as well as park/recreational areas, roadways, parking and supporting infrastructure, on approximately 122.23 acres. The City Council will consider the Planning Commission's February 12, 2020 recommendation to approve the Campus Town Specific Plan, General Plan amendments, Zoning Map and Text Amendments, the Development Agreement, Vesting Tentative Subdivision Map, and Inclusionary (Affordable) Housing Agreement for the Campus Town Project. At this Public Hearing the City Council will also consider: certification of the Final EIR in compliance with the California Environmental Quality Act, including the Water Supply Assessment, allocating water for the project, adoption of Findings, approval of a Mitigation Monitoring Reporting Plan, selection and approval of the proposed project or an alternative, introduction and first reading of ordinances for approval of: (1) the Campus Town Specific Plan, (2) Zoning Map and Text amendments, (3) the Development Agreement, and approval of resolutions adopting: (A) amendments to the General Plan, (B) the Vesting Tentative Subdivision Map, and (C) Inclusionary (Affordable) Housing Agreement for the Campus Town Project.

B. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE TITLE 13, CHAPTER 10.060 MUNICIPAL WATER SYSTEM – ENFORCEMENT MEASURES - DELINQUENCIES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce a draft ordinance amendment as presented, discuss, invite comments from the public, and pass to print the draft ordinance amending Municipal Code Title 13, Chapter 10.060 to modify the enforcement measures for delinquent accounts for the Seaside Municipal Water System, pursuant to the California Senate Bill 998 (SB998). The purpose of SB998 is to provide additional procedural protections for delinquent residential water customers before discontinuing water service.

The proposed revisions will replace in entirety Chapter 13.10.060, and will include requirements of water connection shutoff procedures, noticing, and amortization payment plans.

10. COUNCIL MEMBER REQUESTS

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:
March 19, 2020
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.



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
Thursday, February 20, 2020
7:00 PM

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Oglesby, Pacheco, Wizard, Kispersky
ABSENT: Campbell

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Moment of silence / Pledge led by Councilmember Kispersky

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

PUBLIC COMMENT SPEAKERS:

Becky Stoffer, Anthony Fry, Fred Stoffer, Ray Riordan, owner of 1495 Mescal Street, Wanda Sue Parrot, Rev. Kenneth Murray, Rev. Harold H. Lusk, Dr. Bettye Lusk

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, MPWMD Division 1 Director, Reminded of regular public meetings every 3rd Monday of the month at 6:00 p.m.; 5 Harris Court, Building G, Monterey

Gloria Stearns - Seaside Chats on Electrification at Seaside Creates, 656 Broadway Ave; February 25, 5:30-7:00 p.m.; free class for entrepreneurs on February 26, 5:30-7:00 p.m.

7. PRESENTATIONS

A. POLICE DEPARTMENT 2019 ANNUAL PUBLIC SAFETY REPORT

Presented by Police Chief Abdul Pridgen.

B. 2019 BUSINESS OF THE FOURTH QUARTER

Presented by Neighborhood Improvement Commissioner Dennis Alexander to The Butter House, 1760 Fremont Street.

C. MONTEREY PENINSULA HOUSING COALITION

Presented by City of Monterey Councilmember Tyller Williamson.

8. CONSENT AGENDA

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 Consent Agenda items as presented.

RESULT: 4-0-0-1

AYES: Oglesby, Pacheco, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: Campbell

A. APPROVE MINUTES FROM FEBRUARY 6, 2020

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. PROCLAMATION DECLARING FEBRUARY 2020 AS BLACK HISTORY MONTH IN THE CITY OF SEASIDE

Action: Approved

D. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE 2020 SUSTAINABLE SEASIDE 9TH ANNUAL SEASIDE EARTH DAY CELEBRATION AT SEASIDE CITY HALL LAWN ON APRIL, 26 2020

Action: Approved

E. APPROVE CITY RESPONSE TO GRAND JURY REPORT ON RAPE KIT PROCESSING

Action: Approved

9. PUBLIC HEARING

A. ADOPTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE 6.04.170 POTENTIALLY DANGEROUS AND VICIOUS DOGS (SECOND READING - ROLL CALL VOTE)

Action: Adopted Ord 1077

On motion by Mayor Pro Tem Pacheco and second by Councilmember Kispersky and carried by the following vote, the City Council moved to adopt ordinance 1077.

RESULT: 4-0-0-1

AYES: Oglesby, Pacheco, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: Campbell

B. ADOPTION OF AN ORDINANCE MODIFYING ELECTION SIGN CODE REGULATIONS AND MODIFYING THE FEE SCHEDULE AS APPROPRIATE (SECOND READING - ROLL CALL VOTE)

Action: Adopted 1078

On motion by Mayor Pro Tem Pacheco and second by Councilmember Wizard and carried by the following vote, the City Council moved to adopt ordinance 1078 modifying election sign code regulations and modifying the fee schedule as appropriate.

RESULT: 4-0-0-1

AYES: Oglesby, Pacheco, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: Campbell

10. BUSINESS ITEMS

A. RECEIVE THE 2019-2020 MID-YEAR BUDGET REPORT, ACCEPT AND FILE THE REPORT, PROVIDE DIRECTION TO STAFF AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE PROPOSED BUDGET ADJUSTMENTS

Action: Adopted Resolution 20-03

Presented by Finance Director Kimberly Drabner. The Council discussed the removal of \$5000 budget item for Seaside Chamber of Commerce.

On motion by Mayor Pro Tem Pacheco and second by Councilmember Kispersky and carried by the following vote, the City Council moved to accept and file the FY 2019-2020 mid-year budget and adopt Resolution 20-03 approving the proposed budget adjustments and the removal of the \$5000 line item for payment to the Seaside Chamber of Commerce until after a presentation on

services is provided by the Chambers president.

RESULTS: 4-0-0-1

AYES: Oglesby, Pacheco, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: Campbell

B. REVIEW THE ESTABLISHMENT OF A COMMUNITY POLICING ADVISORY COMMITTEE

Action: Directed staff to move forward with establishment of CPAC

Presented by Police Chief Abdul Pridgen. The Council discussed the potential options for formalizing citizen engagement practices and confirmed that the proposed committee will not have power or authority to investigate, review or otherwise participate in matters involving specific police personnel or specific police related incidents.

C. REVIEW ORDINANCE AND RESOLUTION REGARDING PLACEMENT OF ITEMS ON THE COUNCIL AGENDA

Action: Tabled

On motion by Councilmember Wizard and second by Councilmember Kispersky and carried by the following vote, the City Council moved to table the item until the March 19, 2020 regular City Council meeting in an effort to have all members participate in the discussion.

RESULT: 4-0-0-1

AYES: Oglesby, Pacheco, Wizard, Kispersky

NOES: None

ABSTAIN: None

ABSENT: Campbell

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

No reports from City Attorney and City Manager. The Mayor and Councilmembers provided their individual reports.

12. COUNCIL MEMBER REQUESTS

A. REQUEST TO AGENDIZE A DISCUSSION OF THE MUNICIPALITIES, COLLEGES, SCHOOLS INSURANCE GROUP (MCSIG) PROVISION OF HEALTH BENEFITS TO ENSURE EQUITABLE, INCLUSIVE AND NON-DISCRIMINATORY PROVISION OF HEALTH BENEFITS (WIZARD)

Action: To be placed on future agenda within 60 days

13. ADJOURNMENT

The meeting adjourned at 9:08 p.m.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: March 5, 2020

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of February 8, 2020 through February 21, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending February 13, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,013,247.22.

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:

- \$684,810.09 for Payroll and benefits

- \$24,629.00 to Monterey Peninsula Water Management District for July - December, 2019 services for tasks contained within the Watermaster's monitoring and management plan, and water level and water quality data collection.
- \$12,650.00 to Felipe De Jesus Olvera for Tree pruning, wood chip, and debris clean up at 1208 Flores St; landscaping of inter median from the intersection at Broadway Ave to La Salle Ave; landscaping of inter median from the intersection at La Salle Ave to Military Ave; tree removal service at 1037 Rousch Ave.
- \$24,572.80 to Seaside Senior Living for JF Construction invoice #1658 for Coe Ave and Monterey Rd project.
- \$11,875.00 to Santa Cruz Westside Electric for Permit acquisition cost for City Hall solar project.

The remaining checks, totaling \$254,710.33 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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: March 5, 2020

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

PURPOSE & RECOMMENDATION

Approve a request from Seaside High School Cheerleading Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs for team uniforms and transportation to and from games and events.

BACKGROUND

The Seaside High School Cheerleading Team is requesting a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the cost for team uniforms and transportation to and from games and special events. The cheerleading team is currently soliciting donations from a variety of sources to help with costs associated with these items. By being able to attend the events and games, the Seaside High Cheerleaders can continue to positively represent their school and the Seaside Community.

The Seaside High School Cheerleading team volunteers at City-Sponsored Events such as Winter Wonderland, City Birthday, Halloween Bonanza, Easter and they mentor youth during Cheer Camps. The Cheerleading Team has also volunteered at Jacob's Heart Relay for children's cancer which is a community fundraiser with the police department to raise money for the Children's Hospital. They have also volunteered at the Pachetti Dog Park Cleanup Day. Where they helped pull weeds and picked up trash.

Based on the information provided in the application, the request meets the criteria for a donation from the Mayor's Youth Fund. The team was granted Three Thousand Dollars (\$3,000.00) at the February 21, 2019 City Council Meeting. They submitted their 2019 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$6,911.75. If the City Council approves this request, the balance will drop down to \$3,911.75.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding all applications on file will be processed on the next available City Council Meeting.

ATTACHMENTS

1. MYF Request SHS Cheer 2020
 2. Seaside High School W-9 2020
 3. Mayor's Youth Fund Closing Report - Seaside High School Cheerleading 2019
 4. Mayor's Youth Fund Request that Have Been Approved by the City Council - Copy
-

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: Seaside High School Cheerleading

Address: 2200 Noche Buena Street, Seaside, Ca 93955

Email: jasmineamberparker@gmail.com

Phone Number: Home 831-760-2734 Work _____ Cell _____

Name of Individual: Kennedy Parker/Jasmine Dolan/Kiara Thomas

% Residents or Students of Seaside: 100% %

of Participants: 25

Ages: 14-18

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

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

Is funding a reward for one of these activities?

Yes and no. We use the funds for transportation first. If there is any remaining, we use it to celebrate our

Seniors on senior night during football season. This typically doesn't happen as transportation eats up our funding.

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

Seaside High Cheer provides an extracurricular activity for students at Seaside High. The team also
hosts a free week clinic to all 8th grade through 11th grade students to help acclimate and prep them for
tryouts even if it is not going to be for Seaside High.

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.

Funds will be used to provide transportation to our students to and from games and activities as well
as help offset uniform costs of \$1,000 per individual. Each year, our team participates as volunteers at events.

Typically these events require a "green team" like at the West End in Sand City which we volunteer at
annually encouraging recycling of waste and educating event goers on proper recycling procedures.

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

Annually, the team takes part in a cookie dough/snack fundraiser, works Concorso, Big Sur Half Marathon
and other various events in the community.

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

Funding Requirements

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

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

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council:_____

Name of Organization:_____

Contact:_____

Address:_____

Email/Phone:_____

Amount of Donation Received:_____

What Items were purchased with Mayor's Youth Fund Donation:

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

Signature:_____

Date:_____

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.**

JUN-18-2008 14:07

P.001

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

See Specific Instructions on page 3

Name (as shown on your income tax return) **monterey Peninsula Unified School District**

Business name, if different from above

Check appropriate box: ☐ Individual sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.) **700 PACIFIC ST**

City, state, and ZIP code **MONTEREY CA 93940**

List account number(s) here (optional)

Requester's name and address (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 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 chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
77-0320712

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).

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, payment 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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 2/21/2019

Name of Organization: Seaside High School Cheerleading

Contact: Jasmine Dolan

Address: 2200 Noche Buena, Seaside, CA 93955

Email/Phone: jasmineamberparker@gmail.com 831-760-2734

Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation:
New replacement safety mats and transportation to athletic events.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

City of Seaside Annual Golden Egg Hunt.

City of Seaside Police Activities League Banquet

Signature: Jasmine Dolan

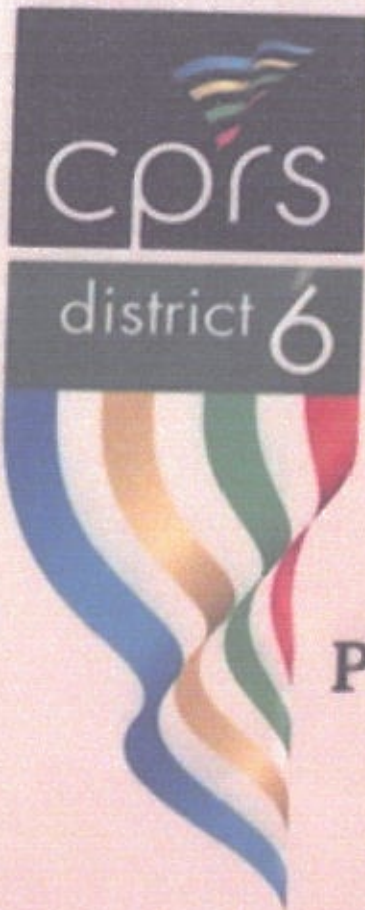
Date: 4/22/2019

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.**

Volunteer Citation Award



Seaside High Cheer Team
City of Seaside



*In Recognition of
Outstanding Contributions
to the Community*

**Awarded by
California
Parks & Recreation Society
2018**









June 6, 2019

*Seaside Pony Baseball & Softball	\$3,000.00
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June 20, 2019

*Seaside Aquatics Club	\$3,000.00
*Central Coast High School	\$3,000.00
*Bethel Baptist Church	\$3,000.00
*Cypress Gators	\$3,000.00
*Village Project	\$3,000.00

September 5, 2019

*Seaside High School Football	\$3,000.00
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October 17, 2019

*Seaside High School Boys Basketball	\$3,000.00
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November 7, 2019

*Seaside High School Boys Soccer	\$3,000.00
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December 5, 2019

*Community Partnership for Youth	\$3,000.00
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December 19, 2019

*Orchestra in the Schools	\$3,000.00
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January 16, 2020

*Seaside High School Lacrosse Club	\$3,000.00
*Seaside High Key Club	\$1,500.00

February 6, 2020

*Seaside Middle School PTSA	\$3,000.00
*Seaside Blade Runners Basketball	\$3,000.00



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: March 5, 2020

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM THE LULAC COUNCIL NO. 2895 FOR THE USE OF A MEETING ROOM AT THE OLDEMEYER CENTER

PURPOSE & RECOMMENDATION

Approve a request from the LULAC Council No. 2895 for a fee waiver of Three Hundred and Thirty Dollars (\$330.00) for the room rental fees at the Oldemeyer Center for their monthly organization meetings from February 2020 to December 2020 (except for March 2020).

BACKGROUND

The LULAC Council No 2895 is requesting a fee waiver in the amount of Three Hundred and Thirty Dollars (\$330.00) for the room rental fees at the Oldemeyer Center for their monthly organizational meetings. Their meeting will be once a month from February 2020 through December 2020 (except for March 2020).

The policy for a fee waiver for meeting room states "That due to limited space, organizations may not request fee waivers for any more than one meeting room per year. Fee Waivers are not intended to provide for ongoing weekly or monthly meeting use."

Their last fee waiver request was submitted and approved at the January 17, 2019 City council meeting.

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:

Blackhorse Room	\$33.00 X 10 days	\$330.00
TOTAL		\$330.00

ATTACHMENTS

1. Fee Waiver Request LULAC (Monthly Meeting) 2020
-

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: LULAC Council #2895 "Monterrey"
Name of Applicant: Francisco Lopez
Address: P.O. Box 2180 City: Seaside State: CA
Phone: 917-7969 Email: events.lulac.2895@gmail.com

EVENT INFORMATION:

Event Title: Monthly council meetings
Event Description: General membership meeting ^{1st Saturday of the month}
Event Date: Feb - Dec 2020 Room(s) Requested: Black horse room
Time (including set-up): 8:00 am - 11:00 a.m. Approximate Number of Guests: 15

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: _____

Have you received a Fee Waiver in the past? ☒ Yes, the event was on _____ ☐ No

What is your organization's tax identification number? 91-1919663

What percentage of your members or participants resides in Seaside? 75%

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: Francisco Lopez Date: 2/13/2020

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ 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(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.**



SEASIDE CALIFORNIA

Facility Use Request Form

Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Black horse room

Organization: LULAC Council #2895 "Monterrey"

Name of Applicant: Francisco Lopez

Address: P.O. Box 2180 City: Seaside Zip: 93955

Phone: 9177969 Email: events.lulac.2895@gmail.com

Day of Event Contact Name and Phone: Francisco Lopez 9177969

☐ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Monthly council meetings

**Please attach invitation or flyer if available.*

Event Date: Feb-Dec 2020 ^{1st} Saturday Approximate Number of Guests: 15
_{of the month}

Reservation Time: 8:00am - 11:00am Event Time: 8:00 - 11:00am

**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

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
Is the event open to the public?	☒	☐	Will refreshments be served?	☐	☒
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	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)

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

Applicant Signature: Francisco Lopez Date: 2/13/2020

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

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



SEASIDE CALIFORNIA

Facility Use 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	\$109.75	\$136.25
Deposit	\$581.25	\$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 28'

	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: 28' 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 CONFERENCE 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 (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$58	\$72.75
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 1/2 Hour	\$38	\$47.50

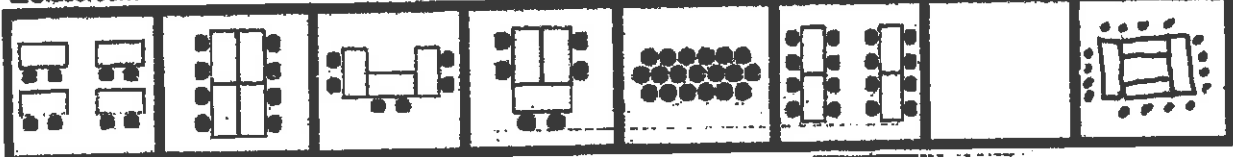
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

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 ☒ Other





**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

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 Oldmeyer 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.
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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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. Please see refund policy schedule below:

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance ...	No refund
- ✓ *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.



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: LULAC Council #2895 "Monterrey"
Name of Applicant: Francisco Lopez
Address: P.O. Box 2180 City: Seaside State: CA
Phone: 917-7969 Email: events.lulac.2895@gmail.com

EVENT INFORMATION:

Event Title: Monthly council meetings
Event Description: General membership meeting 1st Saturday of the month
Event Date: Feb-Dec 2020 Room(s) Requested: Black horse room
Time (including set-up): 8:00 am - 11:00 a.m. Approximate Number of Guests: 15

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: _____

Have you received a Fee Waiver in the past? ☒ Yes, the event was on _____ ☐ No

What is your organization's tax identification number? 91-1919663

What percentage of your members or participants resides in Seaside? 75%

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: Francisco Lopez Date: 2/13/2020

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Leslie Llantero, Assistant Engineer

DATE: March 5, 2020

**SUBJECT: ADOPT A RESOLUTION TO AWARD A CONSTRUCTION
CONTRACT TO PRECISION GRADE INC. FOR AN AMOUNT NOT
TO EXCEED \$53,235 FOR THE WANDA AVENUE SIDEWALK
REPAIR PROJECT**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve a resolution awarding a construction contract for an amount not to exceed Fifty Three Thousand Two Hundred Thirty Five Dollars (\$53,235) to Precision Grade Inc. for the Wanda Avenue Sidewalk Repair project.

BACKGROUND

There is approximately 1200 square feet of sidewalk along the north side of Wanda Avenue east of Yosemite Street that has up lifted and separated from the curb creating a tripping hazard. The Community Development Block Grant (CDBG) program awarded the city \$60,000 to repair this section of sidewalk.

The Wanda Avenue Sidewalk Repair project plans and specs were completed in January and project bid notices were published on January 16, 2020 and again on January 30, 2020. A pre-bid meeting was held on January 29, 2020 in which three contractors were in attendance. A public bid opening was held on February 13, 2020 at 3:00 PM. The following bids were received:

Contractors

Innovate Concrete, Inc.
The Don Chapin Co.
Monterey Peninsula Engineering
Property Restoration Services
Precision Grade Inc.
FBD Vanguard Construction Inc.

Bids

\$89,473.92
\$73,041.00
\$57,100.00
\$97,880.00
\$53,235.00
\$62,684.00

Based upon an evaluation of bid documents received, Precision Grade Inc. is the lowest responsive responsible bidder. Precision Grade Inc. have performed similar work for the City of Carmel by the Sea and the City of Monterey.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a construction contract with Precision Grade Inc. for an amount not to exceed Fifty Three Thousand Two Hundred Thirty Five Dollars (\$53,235.00) including 10% contingency such that the full value of the contract not exceed \$58,559.

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." Since the project is to repair existing sidewalk, this exception can be claimed for the City's proposed Wanda Avenue Sidewalk Repair project.

FISCAL IMPACT

The Wand Avenue Sidewalk Repair project is funded through the Community Development Block Grant in the amount of \$60,000. The construction contract is for \$53,235. It is customary for a project to budget for a 10% contingency for a total project budget int he amount of \$\$59,559. Project will be paid from account 200-5410-9823.

ATTACHMENTS

1. Resolution Precision Grade Award
 2. Wanda Sidewalk Repair Contract
 3. Wanda Sidewalk Repair - Notice, Plans & Special Provisions
 4. Wanda Sidewalk Repair - Plans
-

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

AWARDING A CONSTRUCTION CONTRACT TO PRECISION GRADE INC. FOR AN AMOUNT NOT TO EXCEED FIFTY THREE THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$53,235) FOR THE WANDA AVENUE SIDEWALK REPAIR PROJECT.

WHEREAS, there is approximately 1200 square feet of sidewalk along the north side of Wanda Avenue east of Yosemite Street that has up lifted and separated from the curb creating a tripping hazard; and

WHEREAS, the Community Development Block Grant (CDBG) program awarded the city \$60,000 to repair this section of sidewalk; and

WHEREAS, Wanda Avenue Sidewalk Repair project plans and specs were completed in January and project bid notices were published on January 16, 2020 and again on January 30, 2020; and

WHEREAS, on February 13, 2020, six bids were received and the lowest responsive responsible bidder was determined to be Precision Grade Inc. who has successfully completed several similar projects for several neighboring cities.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a construction contract with Precision Grade Inc, for an amount not to exceed Fifty-Three Thousand Two Hundred Thirty-Five Dollars (\$53,235).

NOW THEREFORE IT BE FUTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute up to an additional 10% contingency for written amendments to the construction contract outlined above such that the full value of the contract may not exceed \$58,559.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of March, 2020 by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
CONSTRUCTION BID CONTRACT
WANDA AVENUE SIDEWALK REPAIR**

This Agreement, made and concluded in duplicate this _____ day of _____, between the CITY OF SEASIDE, herein referred to as "City", and Precision Grade Inc., herein referred to as "Contractor".

WITNESSETH:

Article I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City and hereunto annexed, the said Contractor agrees with the said City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of said City, in accordance with the provisions hereto annexed and also in accordance with the latest applicable General prevailing Wage Rates.

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the Wanda Avenue Sidewalk Repair Project, dated 01/16/2020, approved by the City Engineer, which said special provisions and plans are made part of this contract.

Article II. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Article V. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	1	LS	\$ 5,300.00	\$ 5,300.00
2	Storm Water Pollution Control Plan	1	LS	\$4,400.00	\$4,400.00
3	Sawcut, Remove and Dispose of 4" Sidewalk	1200	SF	\$6.00	\$7,200.00
4	Remove and Replace 4" Sidewalk	1200	SF	\$ 21.00	\$ 25,200.00
5	Curb & Gutter Allowance	10	LF	\$85.00	850.00
6	Fence Post Repositioning Allowance	12	EA	\$155.00	\$1,860.00
7	Install Sign Post and Signs	1	EA	\$250.00	\$250.00.00
8	Remove & Replace Striping & Pavement Marking	1	LS	\$1,575.00	\$1,157.00.00
9	Construct Curb Return – Type C	1	LS	\$6,600.00	\$6,600.00
Base Bid Amount					\$ 53,235.00

Article VI. - Assignment. The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the City.

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. 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.

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Section 3.08 "Responsibility for Damage and Insurance" of the Special Provisions. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth, it will be amended 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

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

Article X. - Notices. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in

the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE
Scott Ottmar, Interim City Engineer
440 Harcourt Avenue
Seaside, CA 93955

Contractor's Name and Mailing Address
Precision Grade Inc.
P.O Box 90
San Juan Bautista, CA 95045

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE

CONTRACTOR

by: _____
Craig Malin, City Manager

by: _____
Carlos Garcia, President
Precision Grade Inc.

Date

Date

Licensed in accordance with an act
providing for the registration of
Contractors. License No. 1025915

FEDERAL MINIMUM WAGE RATES (attached)

"General Decision Number: CA20200018 02/07/2020

Superseded General Decision Number: CA20190018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	01/31/2020
4	02/07/2020

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	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 08/01/2019		
	Rates	Fringes
MARBLE FINISHER.....	\$ 35.41	16.45

BRCA0003-003 08/01/2019		
	Rates	Fringes
MARBLE MASON.....	\$ 49.42	27.86

BRCA0003-005 05/01/2019		
	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings,		
Madera, Mariposa, Merced....	\$ 41.88	22.19
(7) San Francisco, San		
Mateo.....	\$ 42.34	25.83
(8) Alameda, Contra		
Costa, San Benito, Santa		
Clara.....	\$ 44.16	21.71
(9) Calaveras, San		
Joaquin, Stanislaus,		
Tuolumne.....	\$ 39.66	20.76
(16) Monterey, Santa Cruz...	\$ 39.51	23.49

BRCA0003-008 07/01/2019		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-011 04/01/2019		

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

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ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOLMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.20	9.27
Area 2.....	\$ 36.53	9.27

ASBE0016-008 08/01/2019		

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 71.16	23.39
Area 2.....	\$ 54.26	23.30

BOIL0549-001 10/01/2016		

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

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	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 29.94	16.38
Area 2.....	\$ 25.60	14.30
Area 3.....	\$ 26.58	15.65
Tile Layer		
Area 1.....	\$ 49.90	19.16
Area 2.....	\$ 42.67	16.81
Area 3.....	\$ 40.27	18.58

CARP0022-001 07/01/2019		
San Francisco County		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 50.65	30.20
Journeyman Carpenter.....	\$ 50.50	30.20
Millwright.....	\$ 50.60	31.79

CARP0034-001 07/01/2019		
	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 49.75	33.40
Diver standby.....	\$ 55.73	33.40
Diver Tender.....	\$ 54.73	33.40
Diver wet.....	\$ 99.27	33.40
Manifold Operator (mixed gas).....	\$ 59.73	33.40
Manifold Operator (Standby).....	\$ 54.73	33.40

DEPTH PAY (Surface Diving):
050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot
221 ft.-deeper \$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The

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saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2019

Rates	Fringes
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Piledriver.....\$ 50.75	33.40
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CARP0035-007 07/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

Rates	Fringes
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Modular Furniture Installer

Area 1		
Installer I.....\$ 27.46	22.14	
Installer II.....\$ 22.18	20.42	
Lead Installer.....\$ 30.91	22.64	
Master Installer.....\$ 35.13	22.64	
Area 2		
Installer I.....\$ 24.81	22.14	
Installer II.....\$ 20.01	20.42	
Lead Installer.....\$ 27.78	22.64	
Master Installer.....\$ 31.41	22.64	
Area 3		

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Installer I.....\$ 23.86	22.14
Installer II.....\$ 19.24	20.42
Lead Installer.....\$ 26.66	22.64
Master Installer.....\$ 30.08	22.64

CARP0035-008 08/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

Rates	Fringes
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Drywall Installers/Lathers:

Area 1.....\$ 50.50	30.64
Area 2.....\$ 44.62	30.64
Area 3.....\$ 41.02	29.15
Area 4.....\$ 43.77	30.64

Drywall Stocker/Scrapper

Area 1.....\$ 25.25	17.86
Area 2.....\$ 22.31	17.86
Area 3.....\$ 20.51	16.88
Area 4.....\$ 21.89	17.86

CARP0152-001 07/01/2019

Contra Costa County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 50.65	30.20
Journeyman Carpenter.....\$ 50.50	30.20
Millwright.....\$ 50.60	31.79

CARP0152-002 07/01/2019

San Joaquin County

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Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 44.77	30.20
Journeyman Carpenter.....\$ 44.62	30.20
Millwright.....\$ 47.12	31.79

CARP0152-004 07/01/2019

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 43.42	30.20
Journeyman Carpenter.....\$ 43.27	30.20
Millwright.....\$ 45.77	31.79

CARP0217-001 07/01/2019

San Mateo County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 50.65	30.20
Journeyman Carpenter.....\$ 50.50	30.20
Millwright.....\$ 50.60	31.79

CARP0405-001 07/01/2019

Santa Clara County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 50.65	30.20
Journeyman Carpenter.....\$ 50.50	30.20
Millwright.....\$ 50.60	31.79

CARP0405-002 07/01/2019

San Benito County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 44.68	30.20
Journeyman Carpenter.....\$ 44.62	30.20
Millwright.....\$ 47.12	31.79

CARP0505-001 07/01/2019

Santa Cruz County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 44.77	30.20
Journeyman Carpenter.....\$ 44.62	30.20
Millwright.....\$ 47.12	31.79

CARP0605-001 07/01/2019

Monterey County

Rates	Fringes
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Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.77	30.20
Journeyman Carpenter.....	\$ 44.62	30.20
Millwright.....	\$ 47.12	31.79

CARP0701-001 07/01/2019

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 43.42	30.20
Journeyman Carpenter.....	\$ 43.27	30.20
Millwright.....	\$ 45.77	31.79

CARP0713-001 07/01/2019

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 50.65	30.20
Journeyman Carpenter.....	\$ 50.50	30.20
Millwright.....	\$ 50.60	31.79

CARP1109-001 07/01/2019

Kings County

	Rates	Fringes
Carpenters		

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Bridge Builder/Highway Carpenter.....		
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 50.50	30.20
Journeyman Carpenter.....	\$ 43.42	30.20
Millwright.....	\$ 43.27	30.20
	\$ 45.77	31.79

ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.52	3%+19.05
Technician.....	\$ 46.60	3%+19.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....		
	\$ 74.50	3%+33.715

ELEC0100-002 09/01/2019

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FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....		
	\$ 39.00	23.82

* ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory

Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/23/2019

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 51.47	26.64
Zone B.....	\$ 56.62	26.80

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.02	19.75
Technician.....	\$ 46.02	19.75

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control

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function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 60.48	26.06
ELECTRICIAN.....	\$ 53.76	25.86

ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.42	19.70
Technician.....	\$ 44.18	19.88

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

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excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2019

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 78.60	38.564
ELECTRICIAN.....	\$ 68.52	38.256

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.02	19.75
Technician.....	\$ 46.02	19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

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excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2019

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 65.90	3%+36.82
ELECTRICIAN.....	\$ 57.30	3%+36.82

ELEC0595-002 06/01/2019

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 43.99	7.75%+24.83
ELECTRICIAN		
(1) Tunnel work.....	\$ 40.16	7.75%+24.83
(2) All other work.....	\$ 38.25	7.75%+24.83

ELEC0595-006 12/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.02	3%+18.96
Technician.....	\$ 46.02	3%+18.96

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75'

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above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 33.59	3%+18.86
Technician.....	\$ 38.63	3%+18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2019

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 63.00	37.68

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SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.93	21.09
Technician.....	\$ 49.37	21.28

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	3%+22.83

CABLE SPICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

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FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/24/2019

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 49.02	30.74
GROUP 2.....	\$ 47.49	30.74
GROUP 3.....	\$ 46.01	30.74
GROUP 4.....	\$ 44.63	30.74
GROUP 5.....	\$ 43.36	30.74
GROUP 6.....	\$ 42.04	30.74
GROUP 7.....	\$ 40.90	30.74
GROUP 8.....	\$ 39.76	30.74
GROUP 8-A.....	\$ 37.55	30.74
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 50.65	30.74
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 43.55	30.74
GROUP 2		
Cranes.....	\$ 48.14	30.74
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 43.33	30.74
GROUP 3		
Cranes.....	\$ 46.40	30.74
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 43.06	30.74
GROUP 4		
Cranes.....	\$ 43.36	30.74
OPERATOR: Power Equipment (Piledriving - AREA 1:)		

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SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 58.09	19.36
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 46.40	18.17
(3) Groundman.....	\$ 35.47	17.79
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.56	34.125+a+b

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GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39

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GROUP 4.....\$ 36.94 30.39
GROUP 5.....\$ 35.80 30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty Drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill

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Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burn, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals);

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted over 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

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GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder
Area 2: Southwestern part

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TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 07/01/2017

Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25

AREA 2:

(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 37.39	31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

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CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

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Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment
(LANDSCAPE WORK ONLY)

GROUP 1

AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73

GROUP 2

AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73

GROUP 3

AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

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GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

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SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

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Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

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\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-002 07/01/2019

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 24.00	11.30
LABORER (Lead Removal)		
Area A.....	\$ 31.81	24.61
Area B.....	\$ 30.81	24.61

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

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cushions.

LAB00073-003 07/01/2018		
SAN JOAQUIN COUNTY		
	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20
LAB00073-005 06/25/2018		
	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11
TUNNEL AND SHAFT CLASSIFICATIONS		
GROUP 1: Diamond driller; Groundmen; Gunit and shotcrete nozzlemen		
GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)		
GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunit & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house		
GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)		
GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman		
LAB00073-007 06/25/2018		

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GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNIT)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

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cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		

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Escort Driver, Flag Person..	\$ 20.54	23.65
Traffic Control Person I...	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-b.....	\$ 30.84	23.20
GROUP 1-c.....	\$ 31.34	23.20
GROUP 1-d.....	\$ 31.37	23.20
GROUP 1-e.....	\$ 30.64	23.20
GROUP 1-f.....	\$ 30.54	23.20
GROUP 2.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

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Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TW-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer

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manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Slicer; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

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washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2017

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SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 30.54	23.65
Area B.....	\$ 29.54	23.65
Traffic Control Person I		
Area A.....	\$ 30.84	23.65
Area B.....	\$ 29.84	23.65
Traffic Control Person II		
Area A.....	\$ 28.34	23.65
Area B.....	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER Mason Tender-Brick.....	\$ 31.20	22.20

LAB00270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B)

Construction Specialist

Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20

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GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggy mobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, log loader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

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depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

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GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

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FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

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construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

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LAB00270-011 07/01/2017		
MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES		
	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-001 07/01/2018		
FRESNO, KINGS AND MADERA COUNTIES		
	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB00294-002 06/25/2018		
FRESNO, KINGS, AND MADERA COUNTIES		
	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65
TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.		
TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.		

LAB00294-005 06/25/2018		
FRESNO, KINGS, AND MADERA COUNTIES		
	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11

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Shotcrete Specialist.....\$ 38.34	24.11
TUNNEL AND SHAFT CLASSIFICATIONS	
GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen	
GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)	
GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house	
GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)	
GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman	

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....\$ 30.49	23.20	
GROUP 1.....\$ 29.79	23.20	
GROUP 1-a.....\$ 30.01	23.20	
GROUP 1-c.....\$ 29.84	23.20	
GROUP 1-e.....\$ 30.34	23.20	
GROUP 1-f.....\$ 30.37	23.20	
GROUP 2.....\$ 29.64	23.20	
GROUP 3.....\$ 29.54	23.20	
GROUP 4.....\$ 23.23	23.20	
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....\$ 29.54	23.20	

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Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ 25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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(2) Establishment Warranty Period.....\$ 23.23	23.20
LABORER (GUNITE - AREA B:)	
GROUP 1.....\$ 29.75	22.31
GROUP 2.....\$ 29.25	22.31
GROUP 3.....\$ 28.66	22.31
GROUP 4.....\$ 28.54	22.31
LABORER (WRECKING - AREA B:)	
GROUP 1.....\$ 29.79	23.20
GROUP 2.....\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shovelers; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman
GROUP 2: Nozzleman, Gunman, Potman, Groundman
GROUP 3: Reboundman
GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form

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LAB00304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		

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raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically

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covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

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the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-002 06/25/2018

CONTRA COSTA COUNTY

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Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I...	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

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muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

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CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxiresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signaling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitelaborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including

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GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

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repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 37.14	22.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I...	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

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	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE, COUNTIES

	Rates	Fringes
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yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

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employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake); grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or

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temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2019

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ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2019

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 49.36	27.04
AREA 2.....	\$ 45.23	25.64

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

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COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 33.68	20.24

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 46.29	24.03

PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

PAIN0169-005 07/01/2019

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 50.62	29.10

PAIN0294-004 01/01/2019

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 30.53	19.11
Drywall Finisher/Taper.....	\$ 34.87	23.68

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FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.49	20.48

PAIN0767-001 07/01/2019

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 39.06	29.31

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2019

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 37.68	15.38
GROUP 2.....	\$ 32.03	15.38
GROUP 3.....	\$ 32.40	15.38

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

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GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2019

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 36.81	22.39

PLAS0966-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-001 07/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 74.16	43.59

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to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 58.68	42.40
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 58.68	42.40

PLUM0355-004 07/01/2019

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 29.00	15.80

PLUM0393-001 07/01/2019

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 63.91	42.68

PLUM0442-001 01/01/2020

79

PLUM0038-005 07/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 63.04	31.48

* PLUM0062-001 01/01/2020

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 44.30	35.19

PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 57.82	41.04

* PLUM0246-001 01/01/2020

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.90	33.89

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphraging of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades

78

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 44.50	31.39

PLUM0467-001 07/01/2019

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 67.61	36.50

ROOF0027-002 01/01/2020

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 31.11	14.41

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2019

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 41.88	19.44

ROOF0081-001 08/01/2019

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofers.....	\$ 40.10	18.88

ROOF0081-004 08/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

80

	Rates	Fringes
ROOFER.....	\$ 38.28	18.56

ROOF0095-002 08/01/2019		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 44.49	19.49
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 46.49	19.49

SFCA0483-001 07/29/2019		

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 65.52	32.67

SFCA0669-011 04/01/2019		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.85	23.85

SHEE0104-001 07/01/2019		

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		

81		

AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 53.67	44.62
All Other Work.....	\$ 61.36	46.11
AREA 2.....	\$ 50.82	35.85
AREA 3.....	\$ 60.97	34.07

SHEE0104-003 07/01/2019		

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.20	36.84

SHEE0104-005 07/01/2019		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 39.09	41.93

SHEE0104-007 07/01/2019		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.03	39.06

SHEE0104-015 07/01/2019		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 42.33	35.30

SHEE0104-018 07/01/2019		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal		

82		

decking and siding only).....	\$ 42.33	35.30

TEAM0094-001 07/01/2018		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.68	27.86
GROUP 2.....	\$ 31.98	27.86
GROUP 3.....	\$ 32.28	27.86
GROUP 4.....	\$ 32.63	27.86
GROUP 5.....	\$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport

tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulis - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontractors.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

WANDA AVENUE SIDEWALK REPAIR

City Project No. 200-5410-9823



Approved by: Scott Ottmar, P.E.
Interim City Engineer

Reviewed by: Leslie Llantero, Assistant Engineer

CITY OF SEASIDE
Department of Public Works
JANUARY 2020

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PROJECT NO.: 200-5410-9823

The Technical Specification contained herein have been prepared by or under the direction of the following Registered Person:

CIVIL



01/16/2020

Scott M. Ottmar, P.E.

Registered Civil Engineer, CA 80086, Exp. 09/30/2020



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SPECIAL PROVISIONS VOLUME II – TECHNICAL SPECIFICATIONS

CITY OF SEASIDE
Notice Inviting Bids
Wanda Avenue Sidewalk Repair

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 3:00 p.m. on Thursday, February 13, 2020, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled Wanda Avenue Sidewalk Repair and in the specifications, including but not limited to:

Remove and replace approximately 1200 square feet of sidewalk, fence restoration, accessible curb ramp, and general nature and extent of the work and appurtenant facilities as shown on the plans and specifications under the title Wanda Avenue Sidewalk Repair.

A pre-bid conference shall be held on Wednesday, January 29, 2020 at 10:00 am, at the corner of Wanda Avenue and Yosemite Street, Seaside, California.

Copies of the Bid Documents will be available on the City's website www.ci.seaside.ca.us or can be purchased from the City of Seaside Public Works office: 440 Harcourt Avenue, Seaside, CA 93955; by telephone - (831) 899-6835. There is a nonrefundable fee of \$15.00 charged for the plans and specifications and an additional \$5.00 mailing fee to be paid in advance of mailing.

This is a federally-assisted project and Davis-Bacon requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246). This project is Federally-funded through a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD).

THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons.

Section 3 Numerical Goals/Targets are as follows: 1) The target for New Hires and Training Opportunities is 30% of the aggregate number of new hires, and 2) The target for Construction Contracts with Section 3 Business Concerns is 10% of the total dollar amount.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The City of Seaside hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE's) will be afforded full opportunity to submit bids in response to this invitation. The DBE Goal for this contract is one percent (1%).

The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book. No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Engineering Contractors License or a Class B General Building Contractors License.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposed entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project Plans, Special Provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" and in copies of this book that may be examined at the offices described above where project Plans, Special Provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to

holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

All apprentices employed on this job, including those employed by lower-tier contractors, must be enrolled in a federally-recognized apprenticeship program. All workers not enrolled as active apprentices must be paid the journeyman rate for the applicable trade for work performed. To be in compliance with the apprentice requirements the successful contractor must: employ enrolled apprentices; request apprentices; employ apprentices within the allowable apprentice-to-journeyman ratio; employ apprentices under the supervision of a journeyman; pay apprentices the correct prevailing wage and fringe benefits; pay the correct Apprentice Training Contribution.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code.

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

Bidders shall contact the Department of Public Works office the day prior to Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE
Public Works Department

_____/s/_____
Scott Ottmar, PE
Interim City Engineer

January 16, 2020
Date

CITY OF SEASIDE

Special Provisions Volume I

WANDA AVENUE SIDEWALK REPAIR

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2015 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non-Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Special provisions
- 1.3. Project plans
- 1.4. Revised Standard Specifications
- 1.5. Standard Specifications
- 1.6. Revised standard plans
- 1.7. Standard plans
- 1.8. Supplemental project information

2. Written numbers and notes on a drawing govern over graphics

3. Detail drawing governs over a general drawing

4. Specific specification governs over a general specification

5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2015 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS. The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in Volume I of the special provisions is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Proposal and Contract" for Wand Avenue Sidewalk Repair.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). This project is subject to Title 49, Code of Federal Regulations part 26.13(b) (49 CFR 26.13(b)) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs":

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

Only DBE participation will count towards the DBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

DBE Commitment Submittal

The DBE Goal for this contract is one percent (1%).

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form with the bid book, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. No request will be reviewed or heard within seventy-two (72) hours of bid opening.

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other

than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 PROPOSAL GUARANTY. All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cash, cashiers' or certified check, or bidder's bond is enclosed therewith.

2.08 WITHDRAWAL OF PROPOSAL. Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 DISQUALIFICATION OF BIDDERS. The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 COMPETENCY OF BIDDERS. No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

2.12 PERMITS AND LICENSES. Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Engineering Contractor license or Class C Concrete Contractor license
- Obtain all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee encroachment permit

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work described herein unless otherwise indicated on the proposal. The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3.03 CONTRACT BONDS. The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- Performance Bond: This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.
- Labor and Materials Bond: This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.
- Surety Bond: This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

3.04 EXECUTION OF CONTRACT. Attention is directed to the provisions in Section 3-1.18 "Contract Execution" of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

3.05 FAILURE TO EXECUTE CONTRACT. Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder's guaranty shall be likewise forfeited to the City. The work may then be readvertised or may be constructed by day labor as the City Council may decide.

3.06 RETURN OF PROPOSAL GUARANTIES. Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

3.07 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. 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.

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will 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 here, it will be amended 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. 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 City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that 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 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 subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or

self-insured retention, substitution of other coverage, or other solutions.

13. The City 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 ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. 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.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

SECTION 4. PROSECUTION AND PROGRESS

4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES. Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05 "Time" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of 15 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Seaside the sum of \$600 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

4.02 PRECONSTRUCTION CONFERENCE. Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a "letter of responsibility" on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

4.03 SUBCONTRACTORS. In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

4.04 SCHEDULE. A detailed progress schedule shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 "Schedule" of the Standard Specifications.

4.05 SUSPENSION OF CONTRACT. Attention is directed to Section 8-1.13, "Contractor's Control Termination" of the Standard Specifications for requirements regarding suspension of contract.

4.06 RESOLUTION OF CONSTRUCTION CLAIMS. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [\$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.07 MEASUREMENT AND PAYMENT. Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

4.08 PROGRESS PAYMENTS. Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

4.09 FINAL PAYMENT. Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of

work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), "Claim Statement" of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, "Prompt Payments," of these Special Provisions.

4.10 CLEANUP. Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is considered included in the various contract bid items, and no additional payment will be made therefore.

4.11 HOURS OF WORK. The hours of construction shall be begin at 7:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City's costs for inspection and management of overtime and shift work.

4.12 PUBLIC NOTIFICATION. Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least one month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor's Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

SECTION 5. GENERAL

5.01 LABOR NONDISCRIMINATION. Comply with the requirements of Section 7-1.02I(2) "Nondiscrimination," of the Standard Specifications.

5.02 PREVAILING WAGE. The Contractor must pay the higher of the State general prevailing wage or the Federal minimum wage rates.

Federal minimum wage rates are included in these specifications at Appendix 1. Current Federal minimum wage rates can be found at the following website: <http://www.gpo.gov/davisbacon/>

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/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

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."

5.03 PUBLIC SAFETY. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

Make provisions for the safe passage of pedestrians around the area of work at all times.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, cause such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 SUBCONTRACTING. Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total

contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.** The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency

SECTION 6. NOT USED

SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration" of the Standard Specifications.

Sequence work in accordance with the "Stage Construction and Traffic Handling Plan" found in the plans.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall make the effort to determine the exact locations of the underground installations.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground utilities and improvements to be constructed under this Contract, and

- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC. Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least working 5 days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

You bear the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers. .

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section -5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chaves Day Observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane, not less than 10 feet wide, for use by public traffic.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

8.11 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and

further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as

amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash

equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct

performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an

explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier

Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

8.10 DESCRIPTIONS OF BID ITEMS. Attention is directed to Section 9-1.03, "Payment Scope," of the Standard Specifications. The project area is as shown in the contract documents in the City of Seaside. The unit and lump sum prices paid shall be full compensation for completing the contract, and shall include all labor, materials, equipment, taxes and incidentals for a complete job, and no separate or additional compensation shall be made therefor. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished. The scope of work for each item shall include, but shall not be limited to:

BASE BID

Item 1. Mobilization/Demobilization: Mobilization and Demobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement and security of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site and removal of all items associated with mobilization. Payment for this item will be made on a lump sum basis.

Item 2. Storm Water Pollution Control Plan: Furnish all labor, materials, equipment, to implement SWPCP best management practices. Payment for this item will be made on a lump sum basis.

Item 3. Sawcut, Remove and Dispose of 4" Sidewalk: Furnish all labor, materials, equipment, facilities, transportation and services to sawcut, remove and dispose of 4" sidewalk as shown on the plans and/or specified in the specifications. This item will be paid on a square foot basis.

Item 4. Construct 4" Concrete Sidewalk: Furnish all labor, materials, equipment, facilities, transportation and services to complete all flatwork, earthwork, base course, grading, compacting and related concrete activities to construct concrete sidewalk as shown on the plans and/or specified in the specifications. This item will be paid on a square foot basis.

Item 5. Curb & Gutter Allowance: Furnish all labor, materials, equipment, facilities, transportation and services to remove and replace concrete curb and gutter, including base course, grading, compacting and related concrete activities to construct curb and gutter as shown on the plans and/or specified in the specifications. This item will be paid on a linear foot basis.

Item 6. Fence Post Repositioning Allowance: Furnish all labor, materials, equipment, facilities, transportation and services to restore the fence posts, including resetting existing fence posts and footings and attaching existing fabric. This item will be paid on a unit price basis.

Item 7. Install Sign Post & Signs: Furnish all labor, materials, equipment, facilities, transportation and services to install new sign post, R1-1, and SNS as shown on the plans and/or specified in the specifications. This item will be paid on unit price basis.

Item 8. Remove & Replace Striping & Pavement Marking: Furnish all labor, materials, equipment, facilities, transportation and services to remove stop bar and stop legend and paint new stop bar and stop legend as shown on the plans and/or specified in the specifications. This item will be paid on a lump sum basis.

Item 9. Construct Curb Return – Type C: Furnish all labor, materials, equipment, facilities, transportation and services to install the curb ramp including all flatwork, earthwork, base course, grading, compacting and related concrete activities and related work as shown on the plans and/or specified in the specifications. This item will be paid on a lump sum basis.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

CITY OF SEASIDE



WANDA AVENUE SIDEWALK REPAIR

II. TECHNICAL SPECIFICATIONS

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GENERAL REQUIREMENTS

TS-1.01 GENERAL

All work shall conform to the applicable provisions of the State of California, Department of Transportation, 2015 Standard Specifications (Caltrans), Revised Standard Specifications unless otherwise stated; these special Provisions; and the plans and typical sections.

TS-1.02 PROJECT SITE MAINTENANCE

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

The Contractor shall abate dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted.

Excess excavated materials from any source shall be removed from the site immediately. Forms and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned.

All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

TS-1.03 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

TS-1.04 NOTIFICATION OF RESIDENTS, BUSINESSES, AND AGENCIES

The Contractor shall notify the affected residents and businesses four calendar days in advance of the start of work. Notification shall be done by using "door knob" type notices which shall include a description of the impending work, the date and time when traffic will be restricted, and a date and time when parking will not be allowed along the street scheduled for renovation. Contractor shall submit a sample notice for review and approval by the City five calendar days prior to distribution.

Five (5) calendar days prior to beginning construction, the Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place "No Parking" signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty foot intervals 72 hours (four calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited and state the contractors contact number. The Contractor shall remove these signs immediately when they are no longer needed.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new "door knob" notice, and re-contact the local services and agencies. If the work is delayed more than five calendar days, the Contractor shall

remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

TS-1.05 MEASUREMENT AND PAYMENT

Payment for work required under the General Requirements shall be included in the prices bid for the individual items of work and no additional compensation will be allowed therefore unless specifically noted otherwise.

TS-2 STORM WATER POLLUTION CONTROL PROGRAM

TS-2.01 GENERAL

The Contractor shall develop and implement a Storm Water Pollution Control Program (SWPCP) which describes in specific detail the Contractor's program to prevent contamination of the storm water collection system. The program shall address both common construction activities and extraordinary events.

The SWPCP shall comply with the requirements of the storm water quality management plans of the local governing jurisdictions. The plan shall address the prevention of particulates or pollutants from entering the storm water system from the job site, whether due to routine operations or spills.

TS-2.01A CONSTRUCTION

The Contractor shall continuously provide at the job site all of the tools, equipment, and materials necessary to implement the SWPCP. This requirement shall be enforced at all times from project initiation through completion, including any punch list or warranty work on the project.

TS-2.01A(1) Submittal

The Contractor shall submit three copies of the SWPCP a minimum of five working days prior to beginning construction. Construction shall not begin until the SWPCP is approved.

TS-2.01A(2) Protection of Existing Storm Water System

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection shall include implementing the Best Management Practices (BMP) as outlined in the SWPCP.

In addition to the Best Management Practices outlined in the local governing jurisdiction's plans, the protection system shall prevent pollutants from entering the storm drain system. On-hand materials shall be available to close off an inlet or opening in the case of significant pollution spill.

TS-2.01A(3) Materials Storage Areas

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times when construction personnel are absent from the storage site.

TS-2.01A(4) System Inspection and Maintenance

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where runoff occurs, the system shall be checked twice daily, seven days a week, whether or not any work has been performed. The daily checks shall be between 6 a.m. and 9 a.m., and 4 p.m. and 8 p.m.

The Contractor shall provide a monitoring log of each inspection.

TS-2.01A(5) Non-Storm Spills or Pollution

The SWPCP shall address practices for the clean up of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The plan shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed of in accordance with the SWPCP.

TS-2.02 MEASUREMENT AND PAYMENT

The Contractor shall be paid for the work of preparing, implementing, inspecting, maintaining, and removing the "Storm Water Pollution Control Plan (SWPCP)" on a lump sum basis as indicated in the Bid Schedule.

In addition, failure to perform and document the required daily inspections, as required by the SWPCP, shall result in a daily penalty of \$250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

TS-3 MINOR HOT MIX ASPHALT

TS-3.01 GENERAL

This work includes producing hot mix asphalt (HMA) at a central mixing plant and placing it as specified.

TS-3.02 MATERIAL

For minor HMA:

1. Choose the 3/8-inch or 1/2-inch HMA Type A or Type B aggregate gradation under Section 39-1.02E, "Aggregate," of the Standard Specifications.
2. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate gradation and 6.0 percent for 1/2-inch aggregate gradation.
3. Choose asphalt binder Grade PG 64-10, PG 64-16, or PG 70-10 under Section 92, "Asphalts," of the Standard Specifications.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content.

Tack coat shall be applied to aggregate base, all vertical surfaces, and between lifts at the rates shown in the following table. Application shall conform to the applicable sections of the Standard Specifications.

Tack Coat Application Rates

HMA Overlay over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03
Planed Pavement	0.06	0.07	0.05

TS-3.03 CONSTRUCTION

Spread and compact minor HMA by methods that produce an HMA surfacing:

1. Textured uniformly
2. Compacted firmly
3. Without depressions, humps, and irregularities

TS-3.04 MEASURE AND PAYMENT

Payment for minor hot mix asphalt shall be considered as included in the bid items of work requiring minor hot mix asphalt, and no separate payment will be allowed therefor.

TS-4 REMOVE CONCRETE

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, driveway and curb ramp, at the locations shown on the Plans. When curb and gutter are removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new curb and gutter are placed. All materials removed shall be legally disposed of in accordance with Section 7-1.04, "Public Safety," of the Standard Specifications.

Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's expense. The repairs shall be made by removing and replacing the entire portion between weakened plane joints or score lines.

Nothing in these Special Provisions shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

TS-5 CONCRETE CONSTRUCTION

TS-5.01 GENERAL

This section includes materials and installation for Portland Cement Concrete (PCC) sidewalks, curb ramps, curbs, and gutters, swales, cross gutters and spandrel.

For sidewalks, curb ramps, curbs and gutters comply with Section 73 Concrete Curbs and Sidewalks of the Standard Specifications.

For Swales, cross gutters and spandrels comply with Section 51 Concrete Structures of the Standard Specifications.

Concrete Curbs, Gutters, and Sidewalks shall be poured monolithically.

TS-5.02 MATERIALS

Minor Concrete for curbs, curb and gutter, and sidewalks must comply with Section 90-2 Minor Concrete of the Standard Specifications.

Aggregate base shall be Class 2, $\frac{3}{4}$ " maximum conforming to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications.

Concrete Mix Design

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

Minor Concrete Facilities including curb, gutter, sidewalk, driveways, access ramps, etc. shall meet the following requirements:

Min. Compressive Strength:	3500 psi @ 28 days
Maximum Slump:	5 inches

The Contractor shall be responsible for all costs associated with the required mix design.

Quality Control / Acceptance Testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

The cementitious material content of minor concrete must be at least 463 lb/cu yd.

Steel dowels, reinforcing steel, and welded wire reinforcement must comply with Section 52 of the Standard Specifications.

TS-5.03 CONSTRUCTION

TS-5.03A Preparation

Remove existing structures and materials prior to construction.

Prepare subgrade to required grade and cross section. Remove soft or spongy basement material 6 inches below subgrade elevation for curbs, gutter depressions, swales, cross gutters, and driveways and 3 inches below subgrade elevation for sidewalks and curb ramps. Backfill with earth, sand, or gravel to produce a stable foundation.

Apply water to subgrade under section 17-3 and thoroughly compact before placing concrete.

Verify the finished surface of the subgrade does not project into concrete cross section at any point by:

1. Means of a template supported on the side forms for fixed form method
2. Measuring from the offset guide line or survey marks for extruded or slip form methods.

TS-5.03B Forming

Set forms to the required alignment, grade, and dimensions. Sidewalks, Curbs and Gutters must be poured monolithically.

Forms must:

1. Be smooth on the side placed against concrete
2. Have a straight upper edge
3. Be rigid enough to withstand the pressure of fresh concrete without distortion. Use enough stakes, clamps, spreaders and braces to ensure rigidity
4. Be clean of debris and old concrete
5. Coated with form oil before placing concrete

You may use either benders or thin plank forms on curves, grade changes, or curb returns.

Wet the subgrade and forms immediately in advance of placing concrete.

Place and compact concrete in the forms without segregation.

TS-5.03C Reinforcement

Contractor shall provide reinforcement as indicated on the plans.

TS-5.03D Joints

Control joints shall be placed at a maximum spacing of five feet unless shown otherwise on plans.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of sixty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

TS-5.03E Finishing

Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.

Curbs and Gutters: Light broom, texture parallel to pavement direction.

TS-5.03F Tolerances

Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.

Maximum Variation From True Position: 1/4 inch.

TS-5.03G Protection

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

TS-5.03H Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the resulting void after excavation shall be backfilled with clean native material.

The Contractor shall remove all USA markings, Engineer markings, and Surveyor markings (created for the purpose of the work being done) when work in a particular area is complete by water blasting or other non-destructive method as approved by the Engineer. Sandblasting or grinding to remove markings will not be allowed.

Payment for removing USA painted markings shall be considered as included in the cost of the various items of work shown on the Bid Proposal and no additional compensation will be allowed therefor.

TS-5.03I Detectable Warning Surface

Install Detectable Warning Surface on curb ramps in accordance with the standard drawings and specifications.

TS-5.04 MEASUREMENT AND PAYMENT

The contract unit prices paid for the various curb, gutter, sidewalk, walkway, and ramp bid items of work shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade; and constructing concrete curbs, gutters, sidewalks, and walkways, including concrete, reinforcement, and dowelling, in accordance with the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

Payment for furnishing and installing detectable warning surfaces shall be considered as included in the bid items of work requiring detectable warning surfaces, and no separate payment will be allowed therefor.

TS-6 TRAFFIC STRIPING, MARKINGS, AND RAISED PAVEMENT MARKERS

TS-6.01 GENERAL

This section (TS-8) includes specifications for applying traffic stripes and pavement markings conforming to the 2010 Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

TS-6.02 MATERIALS

TS-6.02A Paint

Painted traffic strips and pavement markings shall be used only if approved by City and shall conform to Section 84-1, "General", 84-2.03C(3), "Painted Traffic Stripes and Pavement Markings" and Section 81-3, "Pavement Markers" of the Standard Specifications and these Special Provisions.

TS-6.02B Material

Paint

Paint for traffic stripes and pavement markings shall comply with Section 84-2.02C of the Standard Specifications.

The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements. Paint shall be used at its manufactured consistency.

Apply 2 coats minimum.

Painted stripes shall be consistent with City pavement markings. Markings shall be placed with the use of stencils. Contractor may request for stencils from City but shall provide your own if City does not have one available at the time of project.

TS-6.02C CONSTRUCTION

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

TS-6.02D Existing Striping and Markings:

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

TS-6.02E Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to Subsection 84-1.02, "Traffic Stripes and Pavement Markings", of the Standard Specifications.

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor. The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

TS-6.03 MEASUREMENT AND PAYMENT

Payment for traffic striping layout will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefore.

Measurement and payment for traffic striping, shall be paid on a unit cost basis as identified in the Bid Schedule.

CITY OF SEASIDE WANDA AVENUE SIDEWALK REPAIR CITY PROJECT NO. 200-5410-9823



DIG ALERT



DIAL TOLL FREE
1-800-642-2444

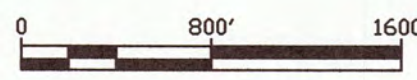
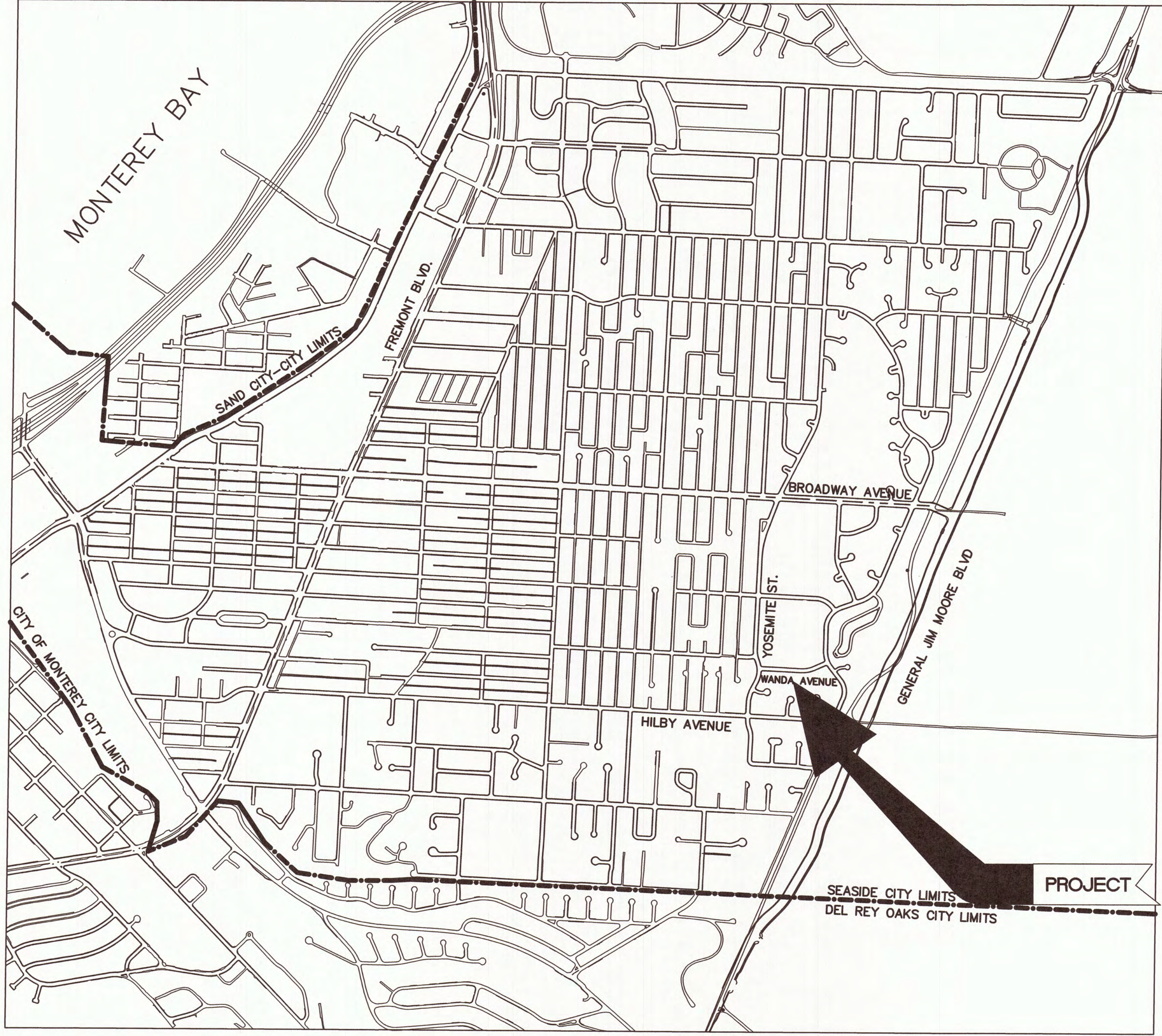
AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT:

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE. BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1-(800)-642-2444.

EMERGENCY TELEPHONE NUMBERS

SEASIDE POLICE DEPARTMENT	831-394-6811
SEASIDE FIRE DEPARTMENT	831-899-6790
MONTEREY SALINAS TRANSIT	888-678-2871
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	831-645-1203
PACIFIC GAS & ELECTRIC (PG&E)	800-743-5000
SEASIDE COUNTY SANITATION DISTRICT	831-899-6935
CITY OF SEASIDE PUBLIC WORKS	831-899-6825

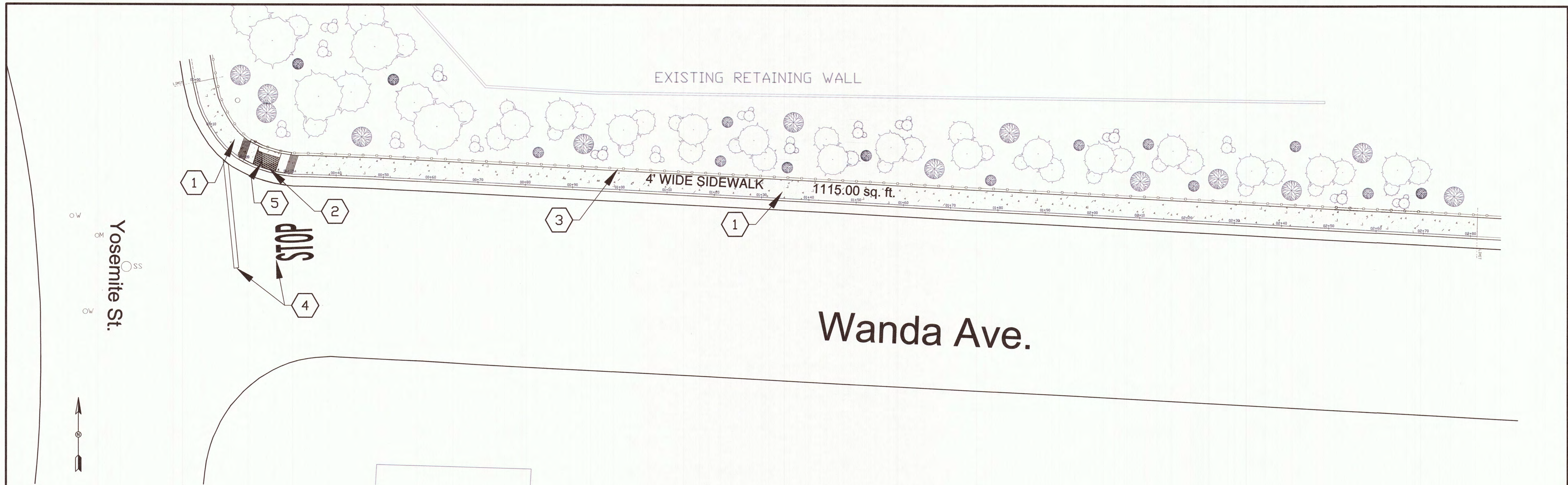


SHEET INDEX		
SHEET	SHEET #	TITLE
1	C0.1	TITLE SHEET
2	C0.2	CIVIL SITE PLAN
3	C0.3	DETAILS

GENERAL NOTES:

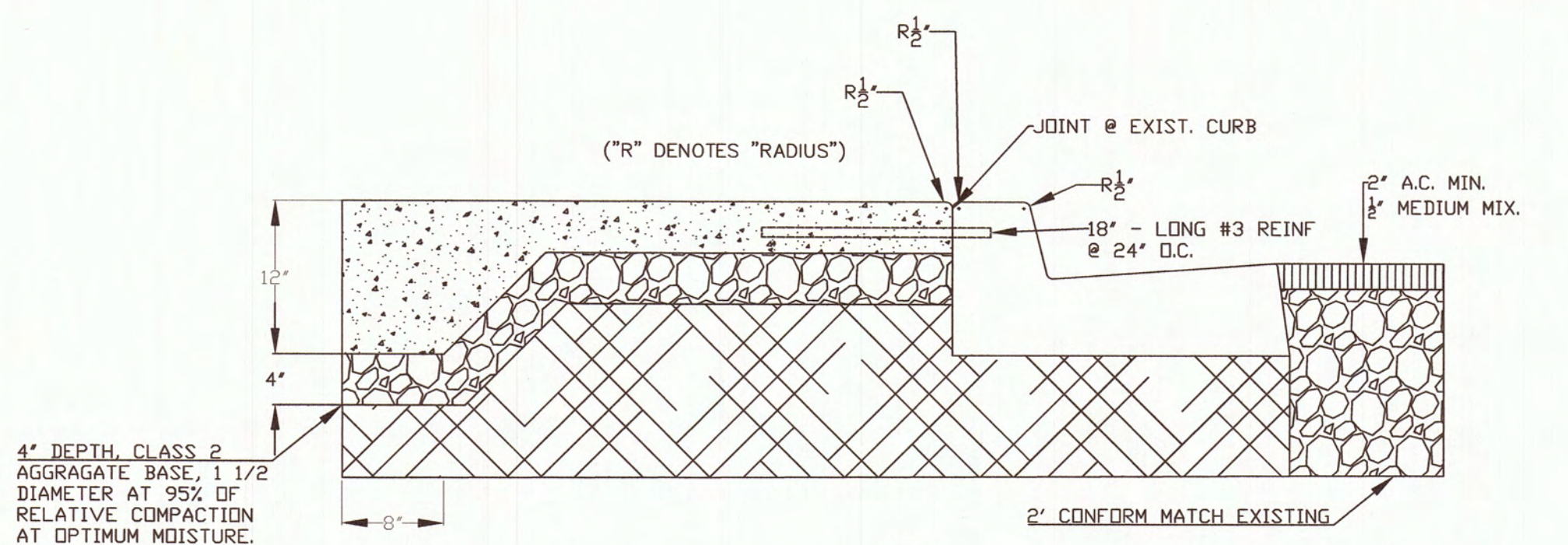
- DISTANCES SHOWN ON DRAWING ARE HORIZONTAL MEASUREMENTS.
- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THOSE SPECIALLY SHOWN ON PLANS ARE APPROXIMATE LOCATIONS. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT LOCATIONS AND DEPTH OF UTILITIES THROUGH POTHOLING IN THE FIELD. CALL UNDERGROUND SERVICE ALERT (U.S.A) AT 811 AT LEAST 48 HOURS BEFORE DIGGING OR DEMOLITION OF IMPROVEMENTS. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION MUST BE BORNE BY CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR MAKING ALL ARRANGEMENTS FOR SITE INSPECTIONS. CONTRACTOR MUST INSURE THAT ALL APPLICABLE CURRENT STANDARDS ARE OBSERVED PRIOR TO BEGINNING OF ANY PHASE OF CONSTRUCTION WORK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE OF ALL NEW WORK. CONTRACTOR SHALL PROVIDE A WATER FLOOD TEST, USING A WATER TRUCK, AND SHALL CORRECT ANY STANDING WATER "BIRDBATH" WHICH EXCEEDS 1/2" IN DEPTH AT THEIR OWN EXPENSE.
- DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS RESPONSIBILITY OF CONTRACTOR. IT IS ALSO CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CLEANLINESS OF EXISTING AND REHABILITATED STREETS IN CONSTRUCTION AREA.
- ANY DAMAGE TO EXISTING FACILITIES INCLUDING BUT NOT LIMITED TO TREES, FENCES AND PAVEMENT SURFACES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. CONTRACTOR MUST RESTORE ANY AND ALL PAVEMENT AND OTHER FACILITIES OUTSIDE LIMITS OF WORK AFFECTED BY CONSTRUCTION OPERATIONS TO PRE-CONSTRUCTION CONDITIONS AT NO ADDITIONAL COST.
- ALL STREET, SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO LOCAL AGENCY.
- THE INSTALLATION OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES, USE SAND BAGS OR OTHER TYPE OF STORM DRAIN PROTECTION TO PROTECT THE STORM DRAINS FROM POLLUTANT DISCHARGES. REFER TO TYPICAL PROTECTION FOR INLET WITH SINGLE FLOW DIRECTION ON SHEET C0.2.
- CONTRACTOR IS RESPONSIBLE TO MEETING WITH THE CITY OF SEASIDE AT LEAST 48 HOURS IN ADVANCE OF START OF CONSTRUCTION, AND PROVIDE 24 HOUR NOTICE ON ALL INSPECTIONS, EXCLUDING WEEKENDS AND HOLIDAYS.
- ALL DRAWINGS AND SPECIFICATIONS ARE CONSIDERED PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION MAY BE ISSUED. WORK IN CONFLICT WITH THE CONTRACT DOCUMENTS OR BUILDING CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE.
- LIMITS OF CURB, GUTTER AND SIDEWALK SHOWN ON THE PLANS TO BE REPLACED ARE APPROXIMATE. EXACT LIMITS SHALL BE DETERMINED IN THE FIELD AS DIRECTED BY THE ENGINEER.

DATE		REVISIONS	
PUBLIC WORKS DEPARTMENT		ENGINEERING DIVISION	
440 HARCOURT AVE. CA. 93955		(831) 899-6825	
SHEET TITLE: TITLE SHEET		PROJECT No. 200-5410-9823	
PROJECT TITLE: WANDA AVENUE SIDEWALK REPAIR		SHEET C0.1	
APPROVED BY: <i>Scott Ottmar</i> DATE 1/16/2020		DRAWING FILE No. 001	
EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086			

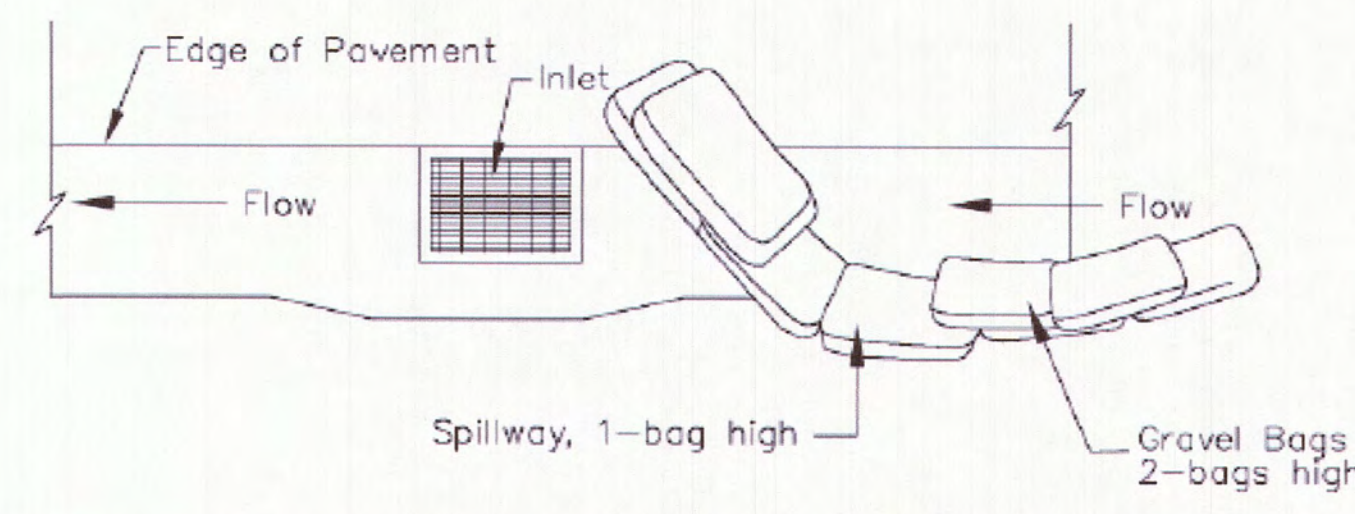


Wanda Ave.

SCALE: 1" = 10'



- NOTES:
1. ALL WORK AND MATERIAL SHALL CONFORM TO CITY OF SEASIDE STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
 2. CONCRETE SHALL MEET 3,000 PSI IN 28-DAY REQUIREMENT.
 3. CONCRETE SHALL BE CLASS III, OR BETTER, PER SECTION 90-10, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
 4. WORK SHALL BE IN ACCORDANCE WITH SECTION 73, CONCRETE CURBS AND SIDEWALKS, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
 5. CLASS 2 AGGREGATE BASE, 1 1/2 DIAMETER 4" DEPTH. RELATIVE COMPACTION AT 95%.
 6. ALL CONCRETE SURFACES WHICH HAVE BEEN MARKED OR DEFACED WILL NOT BE ACCEPTED.
 7. SURFACES SHALL BE BROOM FINISHED. BROOM SURFACE TRANSVERSELY TO LINE OF TRAFFIC. ADD WATER TO SURFACE AS NEEDED.
 8. EXPANSION JOINT/ SCORELINE- SEE DETAIL S-104.
 9. CURB, GUTTER, SIDEWALK AND DRIVEWAY REMOVAL SHALL BE AT SCORE LINES. LIMITS OF REMOVAL DETERMINED BY CITY INSPECTOR.



TYPICAL PROTECTION FOR INLET WITH SINGLE FLOW DIRECTION

- NOTES:
1. Intended for short-term use.
 2. Use to inhibit non-storm water flow.
 3. Allow for proper maintenance and cleanup.
 4. Bags must be removed after adjacent operation is completed
 5. Not applicable in areas with high silts and clays without filter fabric.



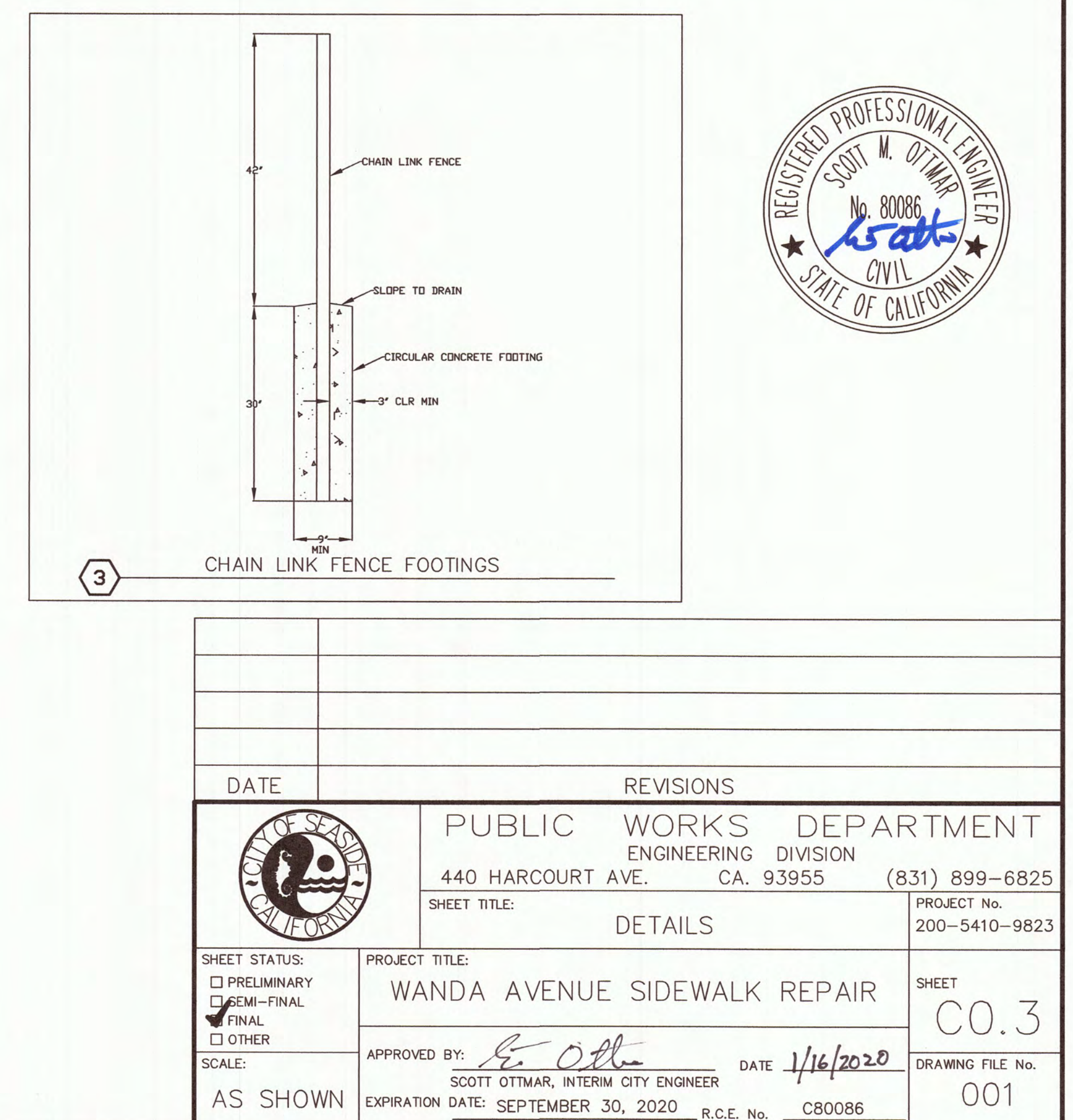
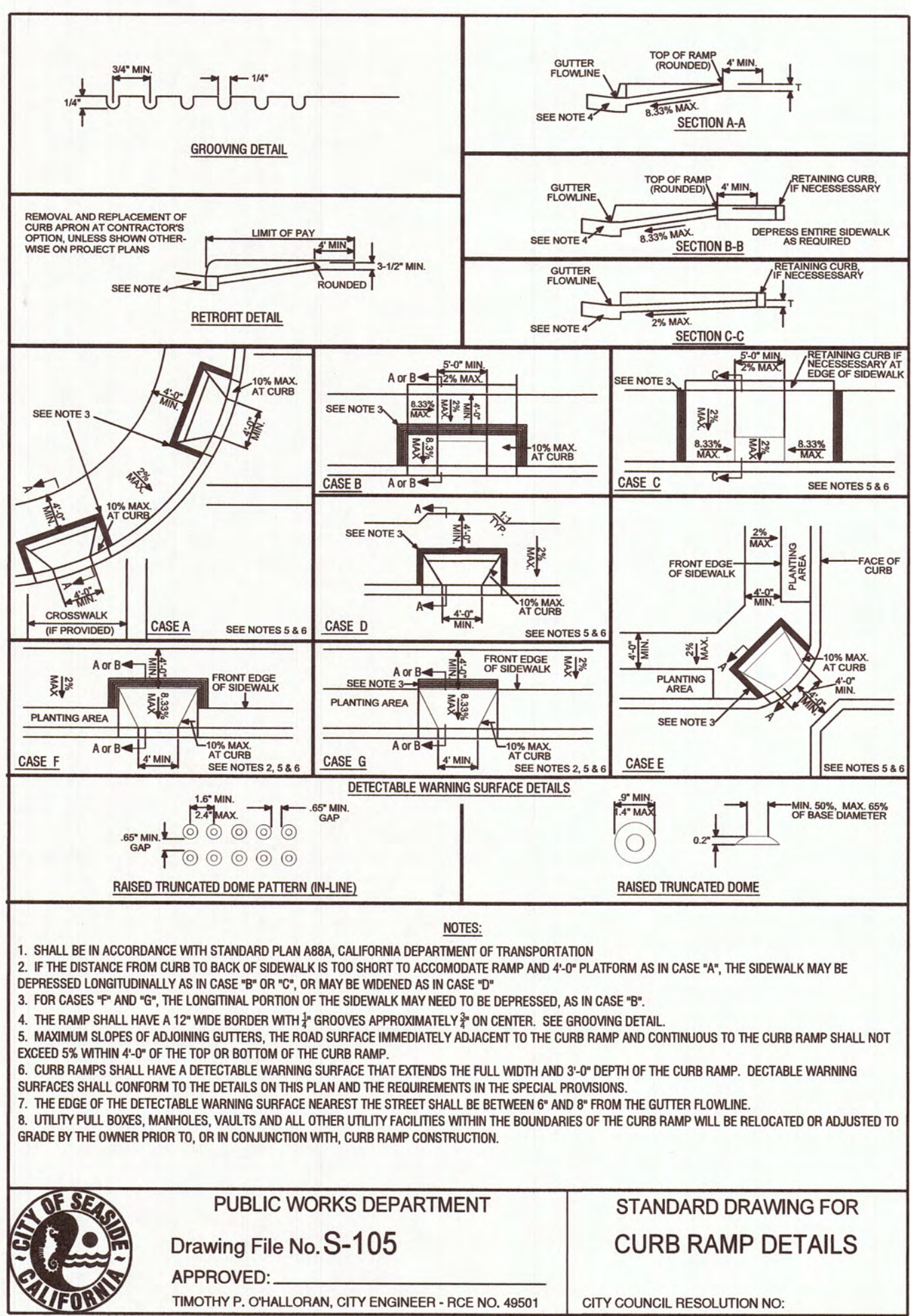
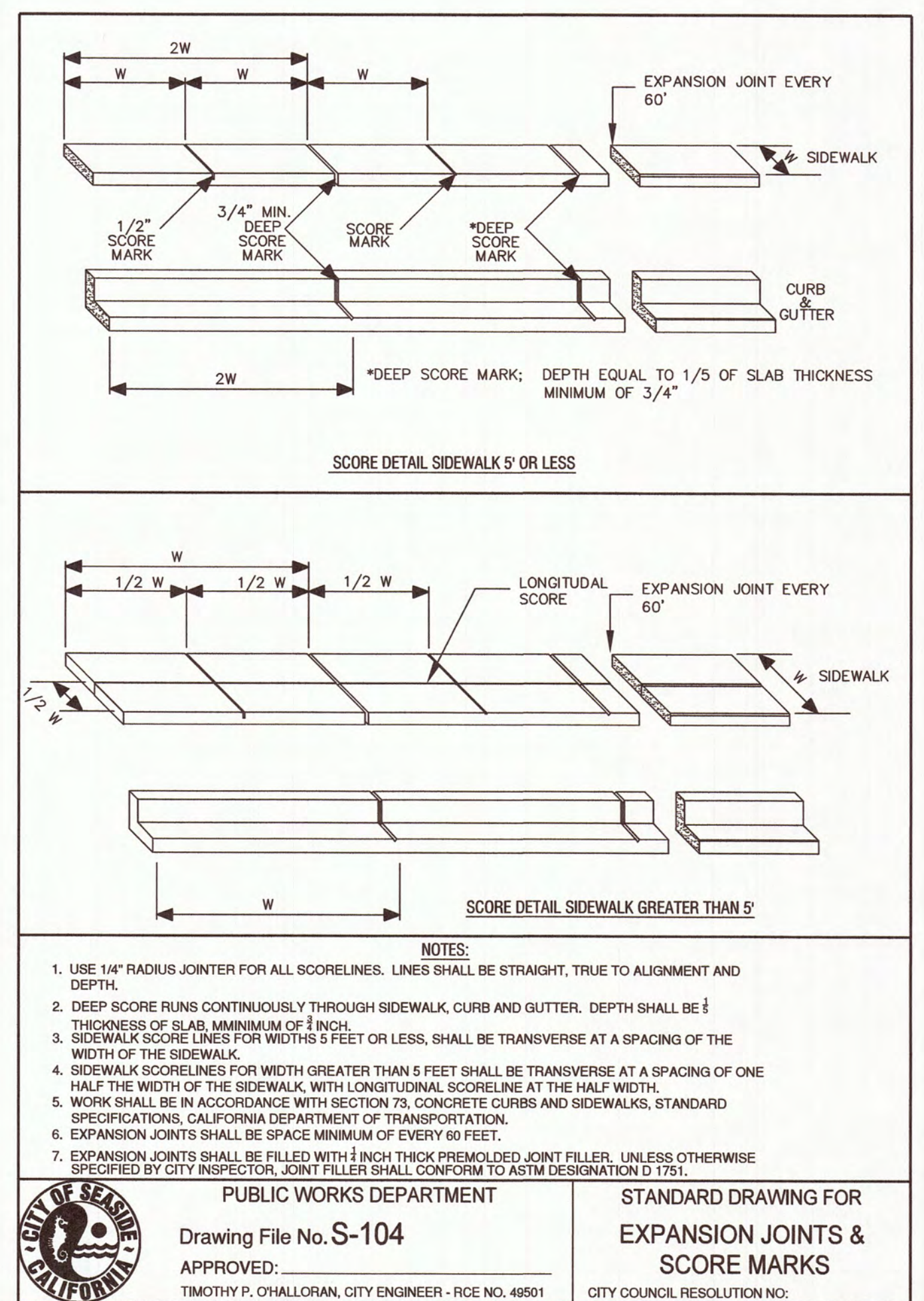
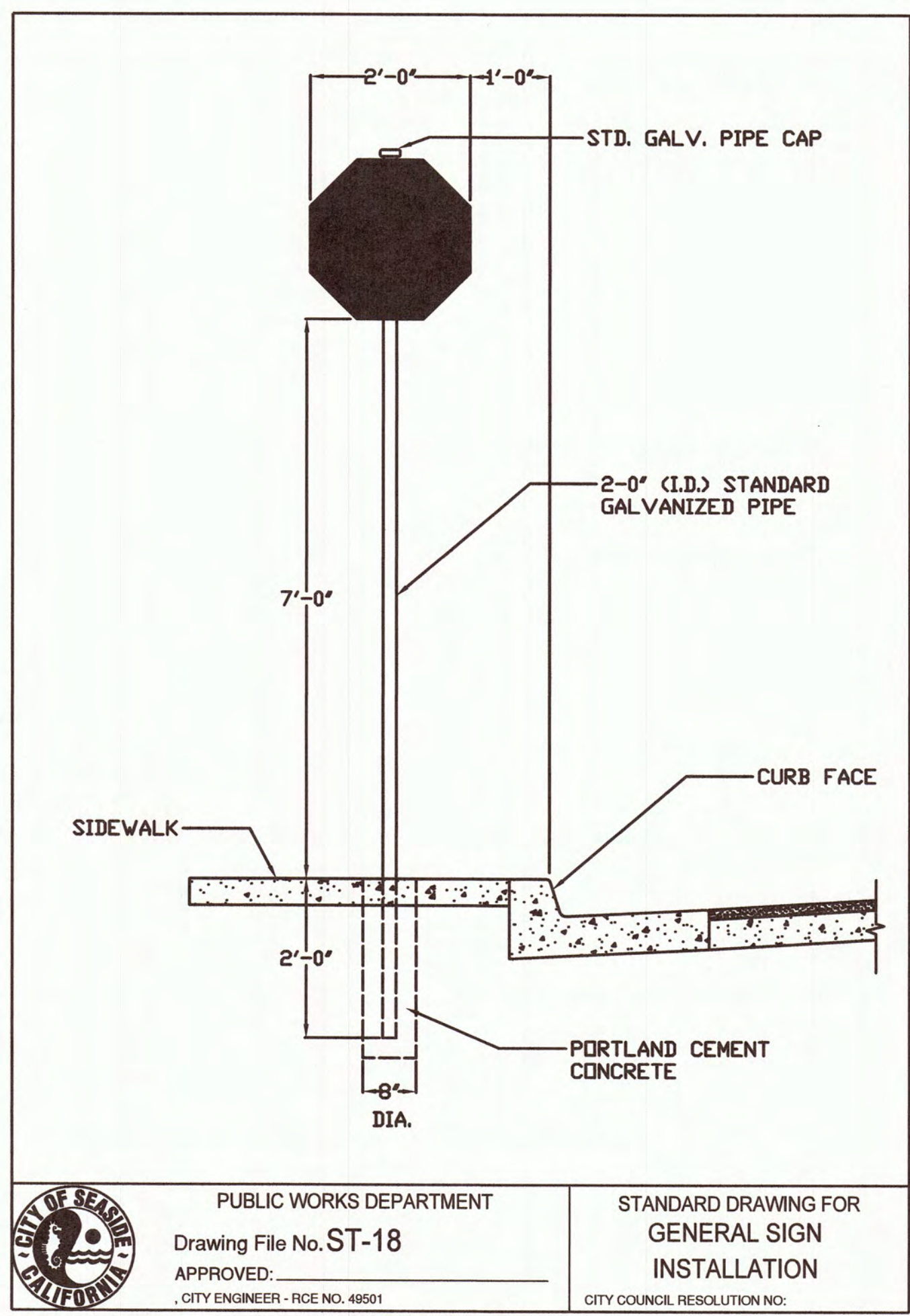
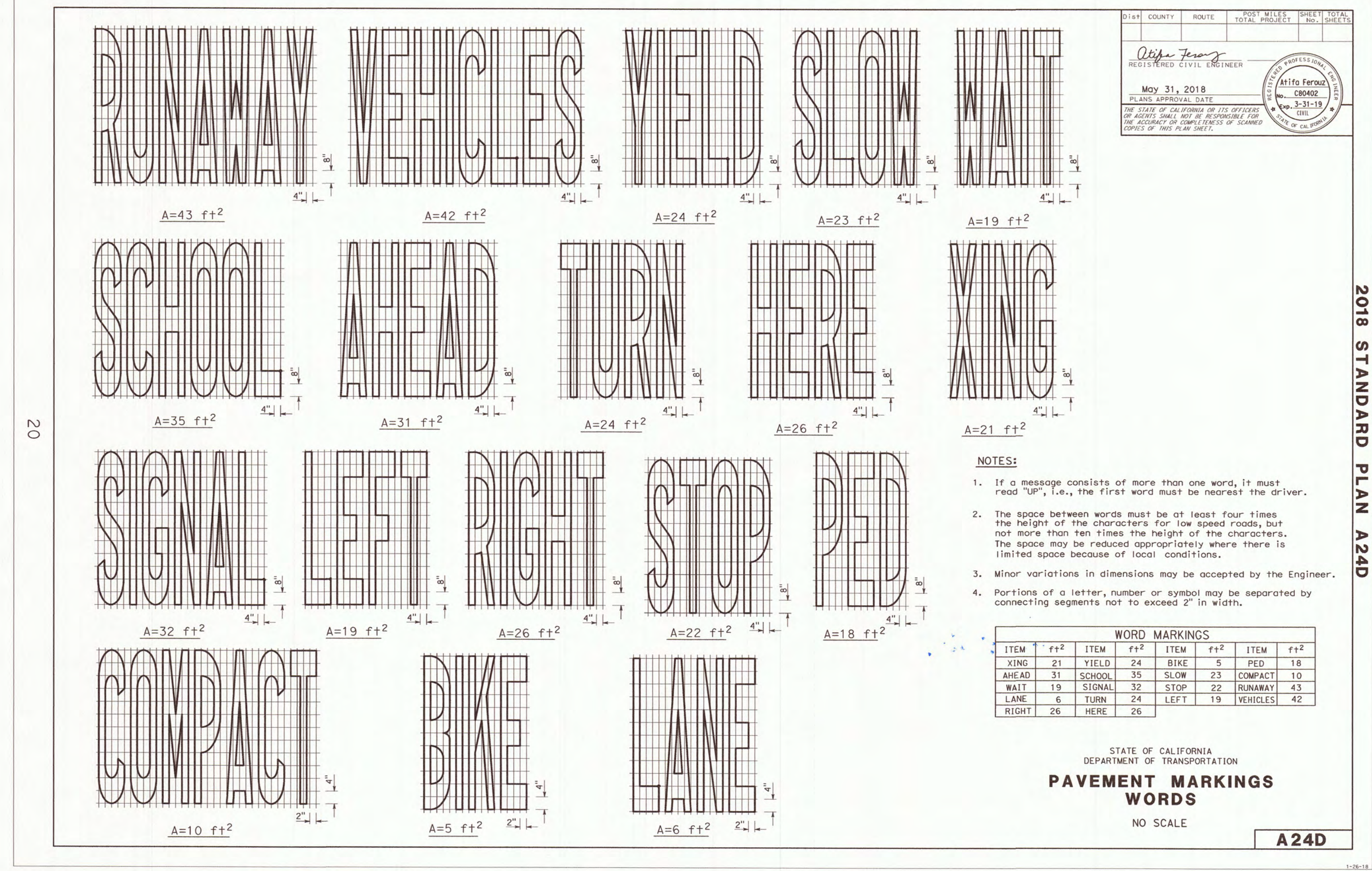
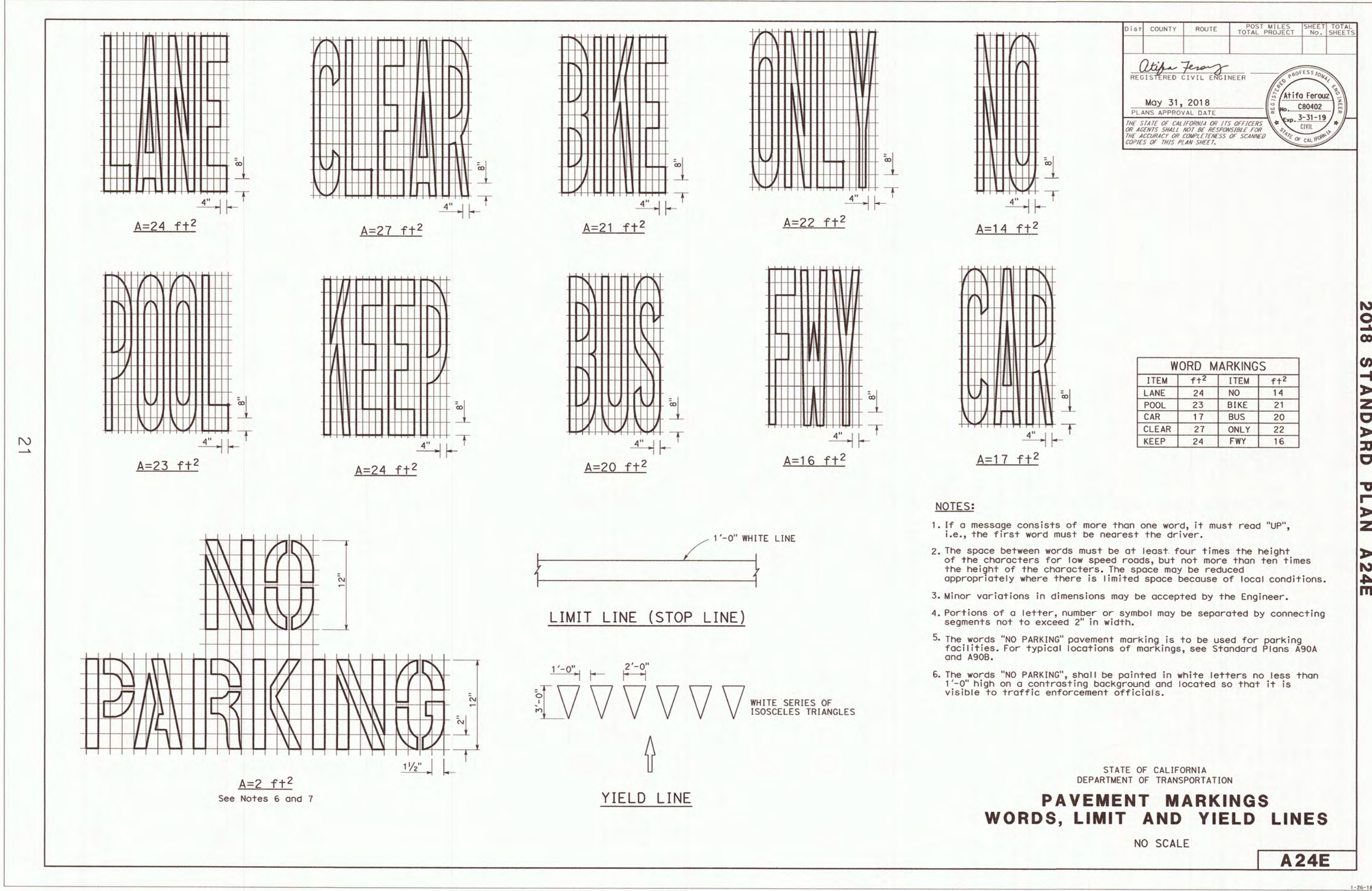
NTS

1 SIDEWALK WITH THICKENED EDGE

CONSTRUCTION KEYNOTES

1. SAW CUT AND REMOVE EX. CONC. SIDEWALK TO AN EXISTING JOINT. CONSTRUCT SIDEWALK PER STANDARD DETAILS ON SHEET C0.2 AND C0.3
2. CONSTRUCT CASE 'C' CURB RAMP PER CITY STANDARD DETAIL S-105 ON SHEET C0.3
3. REMOVE AND REINSTALL EXISTING FENCE AS NEEDED PER DETAIL ON SHEET C0.3. LOCATION TO BE MARKED IN THE FIELD BY THE ENGINEER
4. REMOVE AND REINSTALL STOP BAR AND STREET MARKING PER CAL TRANS STANDARD PLANS A24D, A24E ON SHEET C0.3
5. REMOVE AND REINSTALL STOP SIGN PER DETAIL ON SHEET C0.3. EXACT LOCATION TO BE MARKED IN THE FIELD BY ENGINEER

DATE		REVISIONS	
		PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 440 HARCOURT AVE. CA. 93955 (831) 899-6825 PROJECT No. 200-5410-9823	
SHEET STATUS:		PROJECT TITLE:	
☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER		WANDA AVENUE SIDEWALK REPAIR	
SCALE:		APPROVED BY: <i>Scott Ottmar</i> DATE 1/16/2020	
AS SHOWN		SCOTT OTTMAR, INTERIM CITY ENGINEER EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086	
		SHEET C0.2	
		DRAWING FILE No. 001	





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: March 5, 2020

**SUBJECT: PUBLIC HEARING TO CONSIDER THE CAMPUS TOWN
PROJECT**

PURPOSE & RECOMMENDATION

Overview: The proposed Campus Town Project would permit the construction and operation of 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment uses, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial floor space, as well as park/recreational areas (including approximately nine (9) acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres of land, through the adoption of the Campus Town Specific Plan and associated entitlements. A Final Environmental Impact Report (EIR) has been prepared to assess potential impacts of the Project, consistent with the requirements of the California Environmental Quality Act (CEQA) and CEQA Guidelines.

Recommendation:

Staff recommends that the Council review and Consider Planning Commission's recommendations (**Attachment 3**) and:

- A. Receive Staff Presentation
- B. Receive Applicant Presentation
- C. Open the Public Hearing and take public testimony
- D. Close the Public Hearing

- E. City Council discussion
- F. Adopt the Resolution included as **Attachment 4**, which certifies the Campus Town Final Environmental Impact Report in Compliance with the California Environmental Quality Act (CEQA), adopts CEQA Findings, Approves the Mitigation Monitoring and Reporting Program (MMRP), and selects the Proposed Project as identified in the Final EIR.
- G. Adopt the Resolution included as **Attachment 6**, which approves the General Plan Circulation Element amendments.
- H. Make a motion to waive a full reading of the Ordinances, and introduce by title only.
- I. Introduce and provide a first reading of the Ordinance included as **Attachment 5**, which adopts the Campus Town Specific Plan.
- J. Introduce and provide a first reading of the Ordinance included as **Attachment 8**, which approves the Zoning Text and Zoning Map amendments.
- K. Introduce and provide a first reading of the Ordinance included as **Attachment 7**, which adopts the Development Agreement.
- L. Adopt the Resolution included as **Attachment 9**, which approves the Vesting Tentative Subdivision Map and the Inclusionary Housing Agreement.

BACKGROUND

Project Location:

The Project site has an east-west linear shape located on former Fort Ord land, situated at the northern end of Seaside approximately one-mile east of Monterey Bay and 2,600 feet east of the Fort Ord Dunes State Park and 900 feet east of State Route 1 (SR1). The site is bounded to the west by 1st Avenue and vacant land that lies just east of SR1 and to the east by 7th Avenue and a parking lot. The Area is bisected by General Jim Moore Boulevard, which runs in a north to south direction. Between 1st Avenue and General Jim Moore Boulevard, the Plan Area is bounded to the north by the Lightfighter Drive, California State University, Monterey Bay (CSUMB) and is bounded to the south by Ord Community Commissary, Army and Air Force Exchange Service Military Exchange PX, Ord Military Community housing, the Ord Military Community Recreation Center and the General Stilwell Community Center of the U.S. Army Garrison Presidio of Monterey.

Between General Jim Moore Boulevard and 7th Avenue, the project site is bounded to the north by Colonel Durham Street and by various uses such as CSUMB, the Army National Guard Recruiting Center, Department of Defense-Defense Manpower Data Center, and former Fort Ord land; and is bounded to the south by Gigling Road, Ord

Military Community housing and the United States Department of Defense Army Hospital. **Attachment 1** shows the regional setting of the Project and **Attachment 2** shows the local setting of the Project.

Project Description:

The Project includes several interrelated approvals that would allow for comprehensive development on the site. These include consideration of the Campus Town Specific Plan which creates the development regulations for the project site, consideration of a General Plan amendment, a rezoning of the site to ensure consistency between zoning and the Specific Plan, a Vesting Tentative Subdivision Map, a Development Agreement, which includes an alternative plan for compliance with Chapter 17.32 of the Seaside Municipal Code as part of an Affordable Housing Plan and Agreement. These elements are discussed below. A Final EIR has also been prepared to analyze potential impacts of the proposed Project.

Campus Town EIR.

A Draft EIR that was circulated for public review for the required 45 days. The Draft and Final EIR are included as **Attachment 10**. The City published a combined Notice of Public Hearing/Notice of Availability of the Final EIR on February 21, 2020 (**Attachment 11**) in the Monterey County Weekly. The City also mailed copies of this notice to properties within 300 feet of the project site, posted three copies of this notice on the project site, and emailed this notice to commenting agencies on February 21, 2020 (along with copies of responses to their comments). On February 24, 2020 the City also emailed and mailed copies of this notice to individuals who requested notice, as well as local and state agencies. On February 24, 2020, the Final EIR was posted on the Campus Town Project webpage, was also noticed on the homepage of the City's website, and made available in hard copy at several locations identified in the notice.

The EIR contains a description of the Proposed Project, an analysis of anticipated Project impacts on the local and regional environment and a listing of measures to mitigate (reduce) any potential environmental impacts. Impacts analyzed in the EIR include: aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gasses, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services and recreation, transportation, tribal resources, utilities and service systems and wildfire.

Measures are included in the Draft and Final EIR to mitigate potential impacts to a less-

than-significant level. Mitigation Measures include (1) *Biological Resources*: BIO-1(a) Special Status Plant Pre-Construction Survey, BIO-1(B) Special-Status Plant Species Avoidance, BIO-1(C) Restoration and Monitoring, BIO-1(D) Special-Status Wildlife Pre-Construction Surveys, BIO-1(E) Biological Resources Avoidance and Minimization, BIO-1(f) Pre- Construction Nesting Bird Surveys, BIO-1(g) Tree Habitat Protection Measures, BIO-1(h) Worker Environmental Awareness Program (WEAP), (2) *Cultural Resources*: CUL-2(a) Worker's Environmental Awareness Program, and CUL-2(b) Unanticipated Discoveries, (3) *Geology and Soils*: GEO-5 Paleontological Resource Studies, (4) *Greenhouse Gas Emissions*: GHG-1(a) Construction Emissions Reductions, GHG-1(b) Residential EV Chargers, GHG-1(c) Commercial EV Chargers, GHG-1(d) Greenhouse Gas Reduction Plan for Operational Emissions, (5) *Noise*: N-1 Construction-Related Noise Reduction Measures, N-2 Vibration Reduction Measures, (6) *Utilities*: including UTIL-1 Water Offset Program.

The EIR also analyzes three alternatives to the Project, including Alternative 1 *No Project*, Alternative 2 *Reduced Buildout, Clustered Development*, and Alternative 3 *Increased Housing Density and Employment*, which each alternative having different environmental benefits and detriments. (**Attachment 10**, DEIR, Section 6.)

As required by CEQA, the City compiled and responded to all comments received during the 45-day review period. These comments and responses have been incorporated into the Final Environmental Impact (FEIR) document. FEIR Chapter 4 also included a number of minor changes to the DEIR. Finally, a Mitigation Monitoring Reporting Program (MMRP) has been prepared to implement all of the proposed Mitigation Measures (included in **Attachment 4**).

Campus Town EIR Water Related Comments

One comment that was received after the close of the comment period from the public which requested revisions to mitigation measure UTIL-1, to require the project to fully offset its water consumption, without reliance upon the City's existing FORA water allocation.

Within the Fort Ord Community, 6,600 acre-feet per year (AFY) of groundwater supply has been allocated among the land use jurisdictions by FORA. This 6,600 AFY represents the 1984 peak and the 1988-1992 average amount of potable water Fort Ord withdrew from the Salinas Basin. The City's portion of the FORA Allocation is 1,012.5 AFY, of which the City has sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY available. However, in many instances uses allocated water have utilized significantly less than their water allocation. For example, while approximately 4,316.44 AFY of the 6,600 AFY has been sub-allocated (committed), these committed

uses only consumed 1,598.33 AFY in Fiscal Year 2018/2019. (FORA Annual Report Fiscal Year 2018-2019.)

The Proposed Project's water demand is approximately 441.6 AFY of potable water, and 45.83 AFY of on-site recycled water use. Mitigation Measure UTIL-1 has been proposed to offset the project's potable water consumption which is above the City's remaining FORA Allocation (441.6 AFY Project Demand – 180.6 AFY of the FORA Allocation). Consequently, UTIL-1 requires the project to offset 261 AFY, and contains several options to achieve this goal, including but not limited to (1) the Bayonet and Blackhorse Golf Course in-lieu storage program (up to 450 AFY), (2) Seaside Highlands and Super Field recycled water substitution program (53.1 AFY), (3) Main Gate Recycled Water (see FEIR Response 14.1). These public comments have requested that the City update Mitigation Measure UTIL-1 to require offsetting 441.6 AFY rather than the currently proposed 261 AFY, i.e. for the City discard its remaining FORA allocation and to utilize nearly all of its potential offset credits from the Bayonet Blackhorse in-lieu storage program to offset the projects potable water demand.

Reliance upon the City's portion of the 6,600 AFY allocations is supported by (1) the specialized statutory baseline procedures provided under Pub. Res. Code § 21083.8.1, which allow the City to set the baseline water consumption at the time the decision to close Fort Ord, i.e. 6,600 AFY (DEIR Sections 3.3 and 4.16.1, FEIR Response 10.7), and (2) MCWRA's Long-Term Management Plan and the groundwater sustainability planning process which are designed to ensure the reliability of the 6,600 AFY (Draft EIR page 4.16-20; Appendix M1, Section 5.3 ["Reliability of Water Supply and the Regional 6,600 AFY Allocation"].)

Campus Town Specific Plan (File No. SPL-01):

The proposed Specific Plan has four major components: (A) the long-term vision and policy component (Chapters 1 and 2), (B) the public and private development standards and guidelines (Chapter 3 and 4), (C) infrastructure plans (Chapter 5), and (D) the implementation program (Chapter 6). The vision and policy component provides the goals and policies related to land use, urban design, vehicle and pedestrian circulation, and environmental sustainability. The regulatory component would enact development standards and guidelines, or a Form Based Code,¹ that would apply to all future development projects in the Plan Area. All of the revisions suggested by Planning Commission (and included in the Final EIR) are incorporated into

¹ "Form based codes are one useful tool for achieving the placemaking and urban design visions of the community. Functioning as both zoning designations and design standards, form-based codes focus on creating places by examining building types, standards, sidewalks, landscaping, and other relevant issues. The form-based code approach is applicable to many types of communities and can be especially meaningful in suburban contexts seeking to instill a stronger sense of place in sprawl environments and in areas focusing on infill development." (OPR 2017, pp. 18, 47; see also Gov. Code Section 65302.4.)

Attachment 5. (See Final EIR Chapter 4, Revisions to DEIR Appendix B.) These revisions include (1) updated factual information, (2) updated tree replacement provisions, (3) new land use restrictions which require a new fire station to be operational before issuance of permits for the existing fire station land, and (4) a reduction in maximum square footage for individual retailers to 40,000 square feet.

The primary elements that will define the Plan Area and each sub-area area are: Thoroughfare Types and Standards (Specific Plan Section 3.3), Building Types (Specific Plan Section 4.6.2), Frontage Types (Specific Plan Section 4.6.3), and Open Space Network and Type Standards (Specific Plan Section 3.4). The Specific Plan also includes standards and guidelines for landscaping (Specific Plan Section 3.5), streetscaping (Specific Plan Section 3.6), Architectural Standards and Guidelines (Specific Plan Section 4.7), and signs (Specific Plan Section 4.8). Allowable uses are also identified for each Sub-area; refer to Specific Plan Table 4.2, Allowable Uses.

The infrastructure plan describes the required provisions for new and updated utility infrastructure. Together these three components are intended to serve as a zoning tool comprised of unique and customized standards that enable the City to shape the streets and public spaces, and property owners to develop their properties according to the vision and standards of the Specific Plan. See Draft EIR Sections 2.4.2 through 2.4.5 which provide a more detailed summary of the Specific Plan. Table 1 shows the maximum development build-out of the Specific Plan.

Table 1. Maximum Build-out of the Campus Town SP

Land Use Category	Maximum Allow Development
Residential	1,485
Hotel Rooms	250
Hostel Rooms	75
Retail, Dining and Entertainment	150,000 sq. ft.
Office, Flex, "Makerspace" & Light Industrial	50,000 sq. ft.

Source: Campus Town SP, 2019

The proposed Specific Plan would also provide for local parks, trails and other open spaces in the Plan Area.

In addition to land use, the Specific Plan provides details for the following supportive

elements to assist in the proposed development, including roads and transportation improvements, water (both potable and recycled) wastewater, drainage and others. Additional information on project infrastructure and utilities is included in Draft EIR Sections 2.4.5 and 2.4.6.

- Transportation: The Specific Plan includes detailed design standards and guidelines for the site's transportation facilities and also provides both fixed and conceptual diagrams of thoroughfares. Figure 3.1 in the Specific Plan, provides a key to the individual Thoroughfare Types for adjacent and internal streets, including Lightfighter Drive, General Jim Moore Boulevard, Colonel Durham Street, Malmedy Road, Arnhem Road, Parker Flats Cut Off Road, 6th Avenue, 7th Avenue, and other future internal streets. These thoroughfare types are described in Section 3.3 of the Specific Plan. Provision is also made for extension of public transit to the site as well as pedestrian and bicycle transportation.

The project also include development of two roundabouts along General Jim Moore Boulevard at Lightfighter Drive and Gigling Road to slow vehicles as they approach Campus Town and the CSUMB campus. The majority of the new streets would be designed for slow-moving traffic with one travel land in each direction.

- Potable Water Service: The potable water system would be extended to serve the project, both for domestic and firefighting purposes. Three pressure zones would be sized to meet project needs. Existing facilities within the project boundary will remain and be connected to the new system. The project's total water demand is approximately 487.43 AFY, with 45.83 AFY being provided by recycled water.
- Recycled Water: Recycled (reclaimed) water would be used to irrigate public street landscape medians, public open spaces, landscaping for commercial/flex sites and front yard landscaping. Use of recycled water would reduce the need for fresh water typically used for landscape irrigation. Regulations pertaining to recycled water are included in Section 5.2.2 of the Specific Plan.
- Wastewater: Individual development projects in the proposed Specific Plan area would connect to an existing trunk line in 1st Avenue north of Lightfighter Drive. Effluent would be conveyed in a gravity-fed system with no pump stations. Sanitary sewer mains would be sized to accommodate proposed development and placed in street/alley rights-of-way, replacing the old pipe

network that includes several “cross-country” alignments.

Gravity-fed mains that once connected to CSUMB’s sanitary system in 6th Avenue and 7th Avenue would be disconnected from this system, and would be joined to the new pipe network that feeds to 1st Avenue. Existing facilities within the Plan Area that are to remain (i.e., the Monterey College of Law) will be connected to the new system. Existing sewer mains along the project’s General Jim Moore Boulevard frontage will remain and be tied to the new system.

The Project’s sewer network would also include the connections of the existing mains from outside the Plan Area that serve the U.S. Army Main Exchange and the Defense Department complex. The Projects sanitary sewer system is provided in Section 5.4 of the Specific Plan.

- Storm Drainage: The Project would ideally use adjacent off-site stormwater infiltration facilities; however, if the Project does not gain approval to use off-site facilities, an on-site retention option has been designed. Proposed drainage basins are located at the low points within the Plan Area: at 1st Avenue; in a portion of the “tree save” area; and at the General Jim Moore Boulevard/Lightfighter Drive intersection. The proposed storm drain pipe network will collect runoff from all internal residential streets and convey stormwater to these basin areas, which will be designed to provide retention and infiltration up to the 100-year storm event. Water that enters the storm drain system would be tributary to an infiltration basin located within the Plan Area or immediately adjacent thereto.

Development in the Plan Area would be phased over a number of years with an estimated Phase II completion date of 2034. Construction Phasing is discussed in Section 6.4 of the Specific Plan and DEIR Sections 2.4.1 and 2.4.7.

Zoning Amendment (File No. RZ-19-01):

An Amendment to the Seaside Zoning map and text have been proposed. If approved, the current CMX (Commercial Mixed Use), PI (Public Institutional) and M (Military) zoning districts on the site would be removed and replaced by a “Campus Town Specific Plan” District. That zoning district would provide that all land use policies, development standards and design guidelines, and infrastructure improvements applicable to proposed land uses and development projects within the Specific Plan area would be those provided in the Specific Plan. If there is any conflict or inconsistency between the provisions of the Specific Plan and the City’s

Zoning Code, the provisions of the Specific Plan will take precedence. The Campus Town Specific Plan District would be applied to the Project site. The Zoning text and Map Amendments are included as **Attachment 8**, as well as the City Ordinance.

General Plan Amendment:

As discussed in Draft EIR Section 4.10, under Impact LU-2, the proposed Campus Town project was determined to be consistent with the City's existing and proposed General Plans as a whole, despite a partial inconsistency with the City's existing LOS Circulation Element policy. While the project is consistent with the General Plan as a whole, to ensure precise consistency, a General Plan amendment has been proposed to create a project-specific application of a more modern approach to traffic analysis using a vehicle-miles traveled metric, consistent with current state law, rather than from the City's existing vehicular LOS policy.

The proposed General Plan amendment will ensure that the Campus Town Project will comply with new state law requirements to focus on vehicle miles traveled and encouraging smart planning policies with respect to public transit, proximity of jobs and housing, and pedestrian and bicycle-friendly development, in lieu of focusing upon intersection Level of Service (LOS). Therefore, General Plan amendments have been proposed that would apply those standards to the traffic analysis for the project. The General Plan amendment is outlined in **Attachment 6**.

Vesting Tentative Subdivision Map (File No. VTN-01):

A Vesting Tentative Map (VTM) has been prepared that would subdivide a portion of the Plan Area into 837 lots for construction of uses included in the Specific Plan. The VTM encompasses approximately 110.2 acres of the approximately 122.23-acre Plan Area. The vesting tentative map application was deemed complete on September 16, 2017.

The Project proposes two construction phases: Phase 1 would involve grading and infrastructure development of approximately 45.06 acres and Phase 2 would involve grading and horizontal infrastructure development of the remainder of the project area. Remaining parcels are not currently owned or controlled by the Development Applicant, KB Bakewell Seaside Venture II, but are regulated by the Specific Plan. Within each grading and infrastructure phase, multiple building sub-phases would occur.

Attachment 9 shows the proposed subdivision of the site, and was included as DEIR Appendix C. Additionally, it is recommended that the VTM be conditioned

with (A) COA HAZ-1, which states: "If non-building related ACMs, lead or other hazardous material are encountered by the applicant during removal of baseball field light towers, abandoned boiler saddles, and subsurface utility lines, the applicant shall notify the City and applicable regulatory agency(ies), and removal will be handled in compliance with applicable regulations," and (B) "The applicant shall comply with the following recommendations from the Arborist Report: (1) "Tree Replacement" on page 5, (2) "Recommendations for Tree Protection During Construction" on page 6, (3) "Maintenance Recommendations for Trees to Remain" on pages 7-8." These Conditions of Approval are included in **Attachment 9**.

Development Agreement:

A Development Agreement (DA) is proposed to "vest" (protect) land use entitlements granted to the property owner. The landowner can provide community benefits to the City in return for vested rights. Key provisions of the Development Agreement include: applicable for a period of 20 years and payment of a \$2 million public benefit contribution to the City. Project benefits include:

- Development of a variety of building types and uses, including entertainment, retail, housing, visitor lodging, and employment space with sufficient resident population in proximity to proposed commercial uses to support a viable Mixed Use Urban Village;
- Provision of shopping, employment, and housing opportunities for households of various sizes and income levels, in close proximity to one another and the CSUMB campus, and to reduce vehicle miles traveled on a per capita basis;
- Centrally-focused commercial development, typical of historic main streets,
- Creation of a vibrant multi-modal transportation network, including improvements that encourage pedestrian and bicycle activity;
- Expansion of the City of Seaside's retail and employment opportunities, including the creation of employment space and live/work space capable of supporting startup businesses;
- To create a project, including a land use mix and phasing, that is responsive to market demand and results in an economically viable development that can support the infrastructure investment needed to transform the Plan Area to civilian use;
- Developer compliance with the Conditions of Approval;
- Reimbursement of Project Approval Costs;
- Processing Fees;
- Payment of a two-million dollar Public Benefit Contribution or re-conveyance

of the fire station parcel to the City;

- FORA Replacement Payment in the event the FORA CFD is terminated;
- Limitation on Natural Gas Fireplaces and Appliances;
- Public Open Space;
- Provision 225 units of on-site and off-site affordable housing to be developed under the Applicant's alternative plan;
- Payment of prevailing wages to the extent required by Labor Code Sections 1720 et seq. and/or recorded covenants encumbering the Property.
- Large construction equipment (i.e., cranes, dozers, excavators, graders, pavers, rollers, scrapers, tractors, loaders, and backhoes) used for construction of the Project will be equipped with Tier 4 Final certified engines.

A copy of the proposed DA is **Attachment 7** to this staff report.

Inclusionary (Affordable) Housing Agreement: An Affordable Housing Agreement has been drafted to ensure that the Project would provide affordable housing in accordance with the City's Inclusionary Housing Ordinance. This agreement includes Alternatives, as provided under SMC Section 17.32.060. See Attachment 9 for additional details.

Planning Commission Action

On February 12, 2020, the Planning Commission held a public hearing on The Campus Town project and unanimously recommended City Council approval. The final vote was 6-0 with one Commissioner absent. The Resolution adopted by the Commission for the various Campus Town approvals is included as **Attachment 3**.

Analysis

Draft resolutions and ordinance have been prepared to implement the proposed project identified in the Campus Town Draft EIR, Chapter 2. Discussion of proposed project's consistency with the existing and proposed General Plan is included in Draft EIR Section 4.10, Impact LU-2. Draft EIR Section 6 also identifies several project Alternatives, including the No Project Alternative, the Reduced Buildout Clustered Development Alternative, and the Increased Housing Density and Employment Alternative. As part of the entitlement process City Council will also be asked to incorporate the proposed mitigation measures from the EIR, summarized in Section II of this staff report.

To aid the Council in this recommendation, City Staff have outlined several of the project objectives and benefits below. The Campus Town project objectives include:

- Objective 1: To develop a variety of building types and uses, including entertainment, retail, housing, visitor lodging, and employment space with sufficient resident population in proximity to proposed commercial uses to support a viable Mixed-Use Urban Village.
- Objective 2: Provide shopping, employment, and housing opportunities for households of various sizes and income levels, in close proximity to one another and the CSUMB campus, and to reduce vehicle miles traveled on a per capita basis.
- Objective 3: Centrally focus commercial development, typical of historic main streets.
- Objective 4: To create a vibrant multi-modal transportation network, including improvements which encourage pedestrian and bicycle activity.
- Objective 5: To expand the City of Seaside's retail and employment opportunities, including the creation of employment space and live/work space capable of supporting startup businesses.
- Objective 6: To create a project, including a land use mix and phasing, that is responsive to market demand and results in an economically viable development that can support the infrastructure investment needed to transform the Plan Area to civilian use.

Statewide Planning: This Proposed Project and the associated objectives are also designed to address statewide planning efforts. The legislature has adopted findings that "the lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California... (3) Among the consequences of those actions are.... reduced mobility, urban sprawl, excessive commuting, and air quality deterioration" (Gov. Code Section 65589.5(a)). The Legislature also recently adopted findings that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5(a)(2)(A) [AB 3194 (2018)]). The State Legislature has also acknowledged that there is a "need to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking

distance to mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing interests” (Gov. Code Section 65088.4 [SB743 (2013)]).

Adjacency to CSUMB campus. The Project has been designed to complement and enhance the California State University campus immediately to the north. CSUMB’s adopted 2007 Master Plan calls for increased enrollment of 8,500 students but plans to house only 60 percent of students on campus,” this project would provide adjacent living space which would help reduce Vehicle Miles Traveled (VMT) and its associated impacts. The Campus Town project offers a variety of land use types and densities. Some of these complementary uses include:

- Higher density housing at density ranges that would typically include condominiums, apartments, row houses and similar attached styles, although a number of single-family dwellings would also be permitted. The Project Applicant will also be required to comply with the City’s Inclusionary Housing requirement of a minimum of 20% of the total number of dwellings be reserved for income-restricted households.
- Commercial uses for day-to-day living needs as well as specialized retail and services typical of a college campus.
- Lodging facilities for students, parents and university guests.

Economic Benefits to Community. In addition to short-term construction jobs and long-term jobs associated with retail and lodging, the Project provides for light industrial floor space as well as flex and “makerspace” that could house start- up ventures that typically spin off from research at the University. This type of space is not generally available in the Seaside trade area. The City would also realize increased sales and property tax revenues as well as transient occupancy tax revenues from hotel(s). Indirect secondary economic impacts would also result from increased local employment.

“Green” Design Theme. Campus Town would include a number of features that would promote a sustainable lifestyle for future residents, including but not limited to a mixed-use development that reduces vehicle trips between single-use areas. The project also includes installation of solar photovoltaics, electric vehicle charging stations, on-site water retention, drought tolerant landscaping, recycled water use, and new pedestrian and bicycle facilities, Campus Town also emphasizes use of walking, bicycling and bus service as transportation modes rather than auto use. In this instance, the close proximity of the University would facilitate these transportation modes.

Water Supply. As required by State law, a Water Supply Assessment (WSA) has been prepared by the Marina Coast Water District, with updated information provided by the City of Seaside. The WSA is attached as Appendix M of the Draft EIR document. The WSA determined that existing water supplies allocated to the City of Seaside would not be adequate to support the build-out and operation of the Campus Town Project, which was estimated to be 487.4 AFY of water per year (one-acre feet equals approximately 325,000 gallons.) The City has approximately 180.6 AFY of potable water not currently used or allocated to other projects. The estimated shortfall of 261 AFY could be used by the Project if the Water District were to undertake certain actions to “free up” potable water for the Project. These actions include substituting potable water used for the Bayonet and Blackhorse golf courses for treated recycled water, substituting recycled water for potable water for the Seaside Highlands, Super Field and Main Gate projects. The Marina Coast Water District is also planning on two water supply projects that would bring 2,400 acre-feet of water per year on line.

The above water supply scenarios have been analyzed in the Project Draft EIR and have been made Mitigation Measures as part of the Draft EIR. This includes Mitigation Measure UTIL-1, which offsets the project’s water consumption above and beyond the City’s existing water allocation.

Transportation Impacts and Benefits. The Draft EIR analyzed potential impacts of the Project as well as long-term and cumulative impacts. Potential impacts examined included vehicles, pedestrian, bicycle and public transportation modes of transit. In terms of vehicle impacts, the Draft EIR analysis utilized “Vehicle Miles Traveled” to measure Project traffic. The project would not result in significant transportation impacts under project or cumulative conditions. The Specific Plan places an emphasis on bicycle and pedestrian circulation modes. The existing pedestrian and bicycle networks in the Plan Area have many gaps. The Project applicant would be required to complete missing street improvements and construct pedestrian and bicycle paths in the vicinity of the Project.

Assistance in Meeting Housing Needs. Approval of the Project would assist the City in meeting its regional and state housing goals. The Plan Area is designated under the General Plan Land Use Element as MX, which is intended to provide “a mix of residential commercial, office and civic uses...” (2004 General Plan, Table LU-1.) As also discussed in the General Plan, “[t]his category assumed Community Commercial type development on approximately 65 percent of the acreage.” (2004 General Plan, p. LU-14.) The City’s 2009-2014 Housing Element, however, did not identify the Plan Area on its inventory of available sites for housing development. The Plan Area is currently zoned CMX, *Commercial-Mixed Use Zone* as provided under SMC Section 17.14.020.A, and is

"intended to accommodate retail stores, offices, theaters, restaurants, and other similar and related uses together with residential units...*although mixed use development is not required.*" Consequently, under these policies, standards and General Plan assumptions (without the Specific Plan), residential development would range from 0 to 1,069.5 residential units (35% x 122.23 acres² x 25 du/acre³). The proposed Specific Plan would provide 1,485 residential units, enabling more intense residential development in the Plan Area, in comparison to the existing development policies and standards. This increased intensity is acknowledged in the City's recently adopted Housing Element, which identifies the first phase of the proposed Plan Area development in its inventory of sites available for housing. (2015-2023 Housing Element Technical Appendix p. APP-121.)

This increased intensity, however, remains consistent with the New Residential Unit Limit of FORA's Development Resource Management Plan. (FEIR, Response 10.4.) Further, the Specific Plan and associated entitlements would facilitate the production of affordable housing by providing for affordable units in accordance with the City's Inclusionary Housing Ordinance. The Applicant will also be required to enter into an Inclusionary Housing Agreement with the City to specify a specific number of low and very-low income dwellings would be reserved for households with lower incomes. (See **Attachment 9**.)

The Applicant proposes alternatives pursuant to SMC Section 17.32.060 as part of an Affordable Housing Agreement, which would provide 225 units of affordable housing. The proposed alternative would provide an equivalent of 350 affordable units as defined by 17.32.020.A.2 of the Seaside Municipal Code, which provides that a very-low income restricted unit is treated as equivalent to two moderate restricted units and a low-income restricted unit is treated as equivalent to 1.5 moderate restricted units.

In addition, the Applicant's alternative plan's combination affordable units better avoids over-concentration of inclusionary units within a specific area than would have been the case if all the inclusionary units were located on-site, per the policy goals set forth in Section 17.32.060.B.1 of the Seaside Municipal Code.

FISCAL IMPACT

² 122.23 acres is considered conservative, as this acreage includes parcels listed as Public Intuitional and Military, and parcels which are not proposed to redevelop as part of the Campus Town project (e.g. Monterey College of Law).

³ 25 du/acre in fact overstates anticipated residential density under the CMX zoning, as the City's 2009-2014 Housing Element identifies realistic densities in the CMX zone at 17 du/acre. (2009-2014 Housing Element, Table 43.)

If approved and constructed, the Project would result in potentially significant increases in property tax, sales taxes, sales and transient occupancy revenues to the City. The amount of such increases is unknown at this time and would be phased in as commercial and hotel operations come on-line. The Project would also increase short-term construction jobs and offer long-term employment opportunities to the community with secondary economic benefits.

ATTACHMENTS

1. Regional Location
<https://www.ci.seaside.ca.us/DocumentCenter/View/10698/Attachment-1--Regional-Location>
2. Project Site Exhibit
<https://www.ci.seaside.ca.us/DocumentCenter/View/10699/Attachment-2--Project-Site-Exhibit>
3. Planning Commission Resolution: A Resolution of the Planning Commission Recommending City Council Approve (1) the Campus Town Specific Plan, (2) General Plan Circulation Element Amendments, (3) Zoning Map and Text Amendments creating the "Campus Town Specific Plan" District, (4) the Development Agreement, (5) Vesting Tentative Subdivision Map, and (6) Inclusionary (Affordable) Housing Agreement for the Campus Town Property.
<https://www.ci.seaside.ca.us/DocumentCenter/View/10700/Attachment-3--Planning-Commission-Resolution> Attachments referenced in the Resolution are included in Planning Commission's Agenda Packet for February 12, 2020, and are available on the Project website at:
<https://www.ci.seaside.ca.us/632/Campus-Town-Project>.
4. City Council Resolution Certifying the Campus Town Final Environmental Impact Report, adopting Findings, and approving the Mitigation Monitoring and Reporting Program (MMRP).
<https://www.ci.seaside.ca.us/DocumentCenter/View/10701/Attachment-4--Seaside-CC-CEQA-Resolution-and-CEQA-Findings-andMMRP-Revised>
5. City Council Ordinance adopting the Campus Town Specific Plan, including a copy of the Specific Plan
<https://www.ci.seaside.ca.us/DocumentCenter/View/10702/Attachment-5--CampusSP-Ord12020>

<https://www.ci.seaside.ca.us/DocumentCenter/View/10703/Attachment-5a---Campus-Town-Specific-Plan-Book>
6. City Council Resolution adopting the General Plan Amendments, including a copy of the amendments
<https://www.ci.seaside.ca.us/DocumentCenter/View/10707/Attachment-6-->

-General-Plan-Circulation-Element-Resolution

7. City Council Ordinance adopting the Development Agreement, including a copy of the Development Agreement
<https://www.ci.seaside.ca.us/DocumentCenter/View/10704/Attachment-7--CampusDA-Ord12620>
<https://www.ci.seaside.ca.us/DocumentCenter/View/10705/Attachment-7a---Development-Agreement>
8. City Council Ordinance adopting the Zoning Text and Zoning Map Amendment, including a copy of the amendments
<https://www.ci.seaside.ca.us/DocumentCenter/View/10706/Attachment-8--Campus-Town-Zoning-Ord-SLG-Rev>
9. City Council Resolution approving the Vesting Tentative Subdivision Map and Inclusionary Housing Agreement, with attached copies of both documents.
<https://www.ci.seaside.ca.us/DocumentCenter/View/10713/Attachment-9a---Campus-Town-Tentative-Map-for-City-Council-2020-02-258>
<https://www.ci.seaside.ca.us/DocumentCenter/View/10708/Attachment-9b---Affordable-Housing-Agreement>
10. Draft & Final Environmental Impact Report (provided electronically, available online at:
<https://www.ci.seaside.ca.us/DocumentCenter/View/10709/Attachment-10---Draft-and-Final-EIR>
11. Notice of City Council Public Hearing/Notice of Availability of the Final EIR.
<https://www.ci.seaside.ca.us/DocumentCenter/View/10710/Attachment-11---Notice-of-City-Council-Public-Hearing-and-Notice-of-Availability-of-Final-EIR>
12. Storage and Recovery of Non-Native Water from Seaside Groundwater Basin - Seaside Basin Watermaster
<https://www.ci.seaside.ca.us/DocumentCenter/View/10711/Attachment-12---Storage-and-Recovery-of-Non-Native-Water-fromSeaside-Groundwater-Basin---Seaside-Basin-Watermaster>



Figure 1.1 - Specific Plan Regional Context

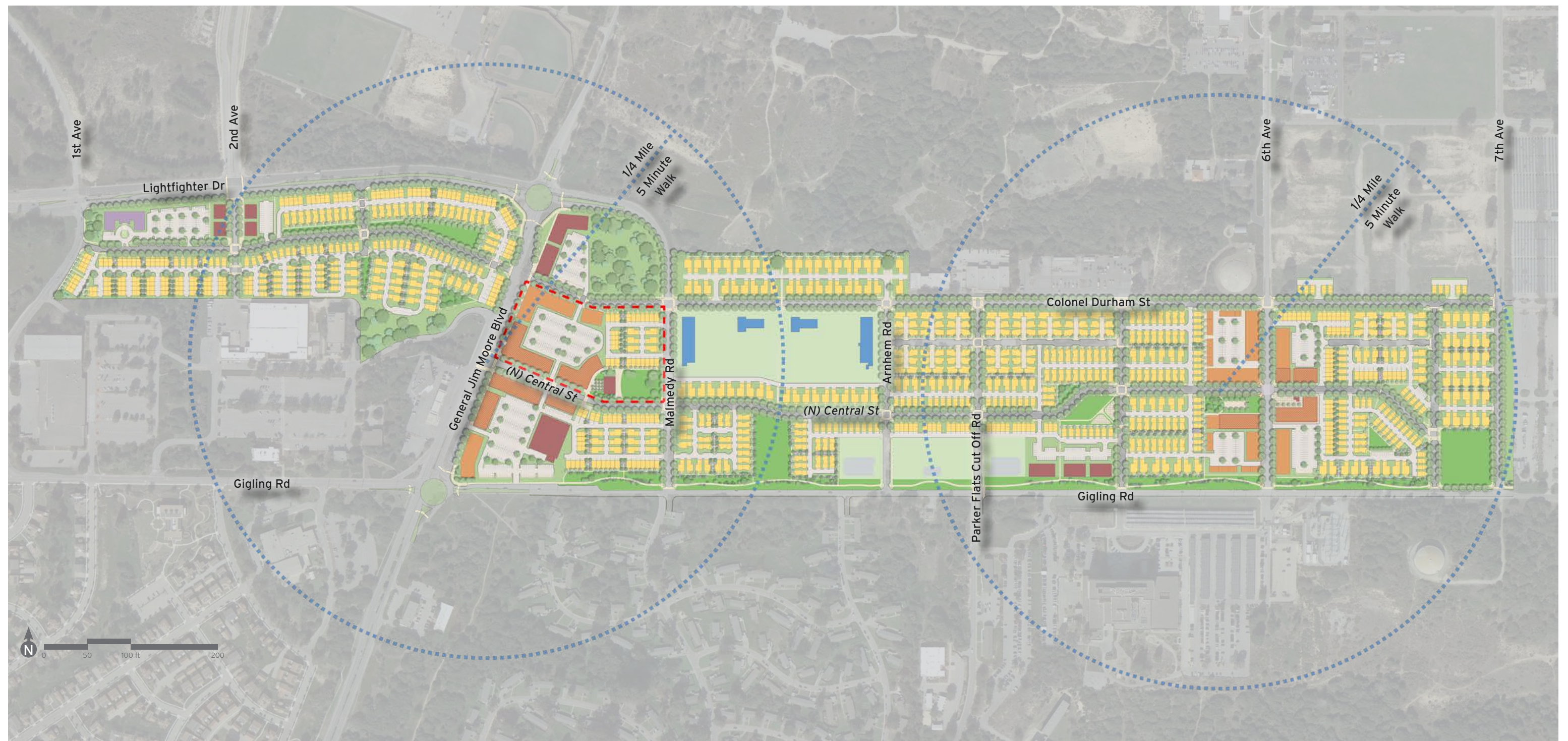


Figure 2.2 - Conceptual Specific Plan

RESOLUTION NO. 20-04 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE RECOMMENDING CITY COUNCIL APPROVE (1) THE CAMPUS TOWN SPECIFIC PLAN, (2) GENERAL PLAN CIRCULATION ELEMENT AMENDMENTS, (3) ZONING MAP AND TEXT AMENDMENTS CREATING THE “CAMPUS TOWN SPECIFIC PLAN” DISTRICT, (4) THE DEVELOPMENT AGREEMENT, (5) VESTING TENTATIVE SUBDIVISION MAP, AND (6) INCLUSIONARY (AFFORDABLE) HOUSING AGREEMENT FOR THE CAMPUS TOWN PROPERTY

WHEREAS, formal applications were submitted by KB Bakewell Seaside Venture II, LLC (the “Applicant”) in connection with the proposed Campus Town Project (the “Project”), which is proposed to be located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Bay and Lightfighter Drive; and generally north of Gingling Road on approximately 122.23 acres land; and

WHEREAS, the following approvals related to the Campus Town Project have been proposed:

- Campus Town Specific Plan (City File SP-01) to facilitate the development of 1,485 single and multi-family dwellings, up to 250 hotel rooms, up to 75 hostel rooms, up to 150,000 square feet of dining, entertainment and retail and up to 50,000 square feet of light industrial flex and “makerspace” uses;
- General Plan Amendment (GPA) to confirm that the Campus Town Project will comply with new state law requirements to analyze traffic impacts based on vehicle miles traveled and encouraging smart planning policies and multi-modal access including pedestrian and bicycle-friendly development; therefore General Plan Circulation Element policies regarding LOS performance criteria and impact assessment and intersection level of service standards are inapplicable to the Campus Town Project;
- Zone Amendment (ZA) RZ-01 to create a “Campus Town Specific Plan” Zoning District and to rezone the site from the CMX (Commercial Mixed Use), PI (Public Institutional) and M (Military) zoning districts to “Campus Town Specific Plan” District;
- Vesting Tentative Subdivision Map (VTM-01) to create up to 837 lots for future development of the residential, commercial, entertainment and employment uses envisioned within 110.2 acres of the Campus Town Specific Plan
- A Development Agreement to vest all City approvals for a 20-year period from the effective date of the Development Agreement as well as a substantial Public Benefit Contribution to the City; and
- Approval of an alternative means of compliance in an Inclusionary Housing Agreement pursuant to Municipal Code Section 17.32.060.

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. sections 15000, *et seq.*) (“CEQA Guidelines”), the City is the lead agency for the Project Environmental Impact Report (“EIR”); and

WHEREAS, the Campus Town Specific Plan project (City File SP-01) would allow development of 1,485 housing units, 250 hotel rooms, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres generally located south of the California State University, Monterey Bay campus; and

WHEREAS, the application also includes creation of the “Campus Town Zoning District” that would allow the Campus Town Specific Plan to regulate land use, development intensity and guide future development within the 122.23-acre Campus Town Specific Plan area, similar to other Specific Plans adopted and being implemented by the City of Seaside and rezoning the site to this district; and

WHEREAS, Vesting Tentative Map (City File VTM-01) would create up to 837 lots for future development and operation of the residential, commercial, entertainment and employment uses envisioned within 110.2 acres of the Campus Town Specific Plan; and

WHEREAS, Vesting Tentative Map VTM-01, including the associated conditions of approval, would provide for grading of the Project Site, allow for extension of utilities and services to support planned development, including but not limited to potable water, recycled water, sanitary sewer and storm drain system, provide for water quality improvements, allow for development of new streets to serve anticipated uses and reserve necessary easements; and

WHEREAS, a Development Agreement has been prepared to vest all land use approvals and entitlements granted by the City of Seaside to the applicants for a period of 20 years subject to other terms and conditions contained in the Development Agreement; and

WHEREAS, on February 12, 2020, at a duly noticed hearing, the Planning Commission held a public hearing on the Project and received presentations from staff, the Project consultants, and the applicant; asked questions and received answers and information; and heard and considered additional public testimony; and

WHEREAS, the Planning Commission of the City of Seaside reviewed and considered the Draft Environmental Impact Report.

BE IT RESOLVED that the Planning Commission finds that the above recitals and true and correct and incorporated herein by reference as if set forth in full; and

BE IT FURTHER RESOLVED that the Planning Commission recommends the City Council approve the Campus Town Specific Plan included as Attachments 4 and 5 to the

Planning Commission's February 12, 2020 Staff Report, and finds that it is consistent the Redevelopment Plan and the existing and proposed General Plan, as documented in Draft EIR and the General Plan consistency matrix included as Attachment 11 to the Planning Commission's February 12, 2020 Staff Report; and

BE IT FURTHER RESOLVED that the Planning Commission recommends the City Council approve the proposed General Plan amendments included as Attachment 7 to the Planning Commission's February 12, 2020 Staff Report, and finds that the amendments are internally consistent with the existing General Plan and finds that they are in the public interest and consistent with the Government Code, including AB 1358, the Complete Streets Act of 2008; and

BE IT FURTHER RESOLVED that the Planning Commission recommends the City Council approve the Campus Town Specific Plan Zoning District and rezoning for the Campus Town Specific Plan Project Area from the current CMX (Commercial Mixed Use), PI (Public Institutional) and M (Military) zoning districts to the "Campus Town Specific Plan" District and shown in Attachment 8 to the Planning Commission's February 12, 2020 Staff Report, and finds:

1. Potential uses for the Project Site allowed by the proposed Zone Amendment RZ-01 are compatible with the objectives, policies, general land uses, and programs specified and allowed in the existing and proposed General Plan, and the Campus Town Specific Plan.
2. Zone Amendment RZ-01, as proposed, would not be detrimental to the health, safety, welfare, and is in the public interest of the City.
3. Zone Amendment RZ-01 as proposed, is internally consistent and does not conflict with the purposes, regulations, and required findings of the Zoning Ordinance.
4. All elements, requirements, and conditions of Zone Amendment RZ-01 are a reasonable and appropriate manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit, or live in this development in particular.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the City Council approve the Development Agreement for the Campus Town Project included as Attachment 6 to the Planning Commission's February 12, 2020 Staff Report, and finds that:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the existing and proposed General Plan and Campus Town Specific Plan;
2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district where the site is located;
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice because it implements the goals and policies of Seaside existing and proposed General Plan;
4. The Development Agreement will not be detrimental to the health, safety and general

welfare; and

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

BE IT FURTHER RESOLVED that the Planning Commission recommends that that the City Council approve proposed Vesting Tentative Map VTM-01 included as Attachment 9 to the Planning Commission's February 12, 2020 Staff Report, subject to Condition of Approval COA HAZ-1 and the Arborist Report Condition identified in the Staff Report, and finds that:

1. VTM-01 is consistent with Seaside's existing and proposed General Plan and the Campus Town Specific Plan as documented in Draft EIR the General Plan consistency matrix included as Attachment 11 to the Planning Commission's February 12, 2020 Staff Report ;
2. The design and improvement of VTM-01 are consistent with the Seaside General Plan and the Campus Town Specific Plan as documented in General Plan consistency matrix;
3. The site on which VTM-01 is located is physically suitable for the type of development proposed for the site since the site is generally flat, is not subject to flooding or other significant soil hazards, as documented in the Campus Town EIR;
4. The site on which VTM-01 is located is physically suitable for density of development proposed for the site, since the Campus Town Project is relatively flat and contains no significant hazards that would preclude development, as documented in the Campus Town EIR;
5. The design and improvements of VTM-01 will not result in substantial environmental damage or unavoidably damage fish or wildlife habitat, as demonstrated in the Campus Town EIR, with implementation of Mitigation Measures BIO-1(a) Special Status Plant Pre-Construction Survey, BIO-1(B) Special-Status Plant Species Avoidance, BIO-1(C) Restoration and Monitoring, BIO-1(D) Special-Status Wildlife Pre-Construction Surveys, BIO-1(E) Biological Resources Avoidance and Minimization, BIO-1(f) Pre-Construction Nesting Bird Surveys, BIO-1(g) Tree Habitat Protection Measures, BIO-1(h) Worker Environmental Awareness Program (WEAP);
6. The design and improvements of VTM-01 will not result in serious public health problems, as demonstrated in the Campus Town EIR;
7. Adequate facilities such as water and sewage treatment are available or will be available to serve the proposed subdivision, as set forth in the Campus Town Specific Plan and EIR;
8. The design of VTM-01 will not conflict with any easements acquired by the public at large for access through or use of the property within the proposed subdivision.

BE IT FURTHER RESOLVED that the Planning Commission recommends that that the City Council approve proposed Affordable Housing Agreement included as Attachment 10 to the Planning Commission's February 12, 2020 Staff Report, and finds that the purposes of Chapter 17.32 of the Seaside Municipal Code would be better served by implementation of the alternative

proposed by the Applicant in the Affordable Housing Plan, because:

1. The 225 units of on-site and off-site affordable housing to be developed under the Applicant's alternative plan provide an equivalent of 350 affordable units as defined by 17.32.020.A.2 of the Seaside Municipal Code, which provides that a very-low income restricted unit is treated as equivalent to two moderate restricted units and a low-income restricted unit is treated as equivalent to 1.5 moderate restricted units.
2. The Applicant's alternative plan's combination of on-site and off-site affordable units better avoids over-concentration of inclusionary units within a specific area than would have been the case if all the inclusionary units were located on-site, per the policy goals set forth in Section 17.32.060.B.1 of the Seaside Municipal Code.; and
3. The Applicant's alternative plan sets forth in greater detail and specificity the terms and conditions for producing, renting and/or selling the affordable units.

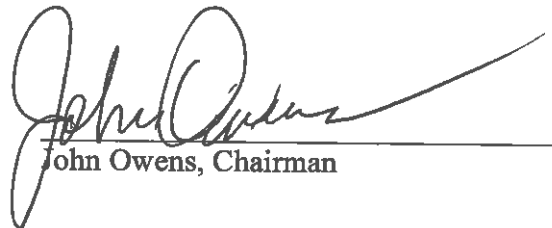
PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside duly held on the 12th day of February 2020, by the following vote:

AYES: Dodson, Evans, Huynh, La Mica, Owens, Spalletta

NOES: None

ABSENT: Silva

ABSTAIN: None



John Owens, Chairman

ATTEST:



Dominique Jones, Planning Commission Secretary

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE CAMPUS TOWN SPECIFIC PLAN PROJECT, MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, formal applications were submitted by KB Bakewell Seaside Venture II, LLC (as successor to KB Bakewell Seaside Venture, LLC) (the "Applicant") to the City of Seaside ("City") in connection with the proposed Campus Town Project (the "Project"), which is proposed to be located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Bay and Lightfighter Drive; and generally north of Gigling Road on approximately 122.23 acres land; and

WHEREAS, on February 26, 2018, pursuant to CEQA Guidelines § 15082(a), the City distributed to responsible and trustees agencies, the State Office of Planning and Research, and members of the public who had requested such noticing a Notice of Preparation ("NOP") of an Environmental Impact Report ("EIR") for the Project; and

WHEREAS, on March 14, 2018, the City conducted a public scoping meeting to provide information on the Project and to receive comments on issues to be addressed in the EIR; and

WHEREAS, the City subsequently retained a consultant for the preparation of a Draft Environmental Impact Report (the "Draft EIR") (SCH #2018021079) for the Project, including all necessary technical studies and reports in support of the Draft EIR, and the City independently reviewed the Draft EIR; and

WHEREAS, the City, as Lead Agency, has directed preparation of the EIR and reviewed all material prepared by the consultant, and such material reflects the City's independent judgment; and

WHEREAS, the City published and distributed a Notice of Availability of the Draft EIR in accordance with CEQA Guidelines § 15087 on July 8, 2019; and

WHEREAS, the City circulated the Draft EIR to the public, responsible and trustee agencies, and other interested parties for a 45-day comment period from July 8, 2019 to August 22, 2019 and received 18 comment letters, and:

WHEREAS, the Draft EIR was made available on the City's website, as well as at four locations in the City open to the public, including (1) Oldemeyer Center, 986 Hilby Avenue, Seaside, California, (2) City of Seaside, Planning Division, 440 Harcourt Avenue, Seaside, California, (3) Seaside Branch Library, 550 Harcourt Avenue, Seaside, California, (4) Seaside Creates, 656 Broadway Avenue, Seaside, California, and;

WHEREAS, the City complied with AB 52 and SB 18 tribal consultation requirements for

the EIR (Public Resources Code § 21080.3.1), as documented in Draft EIR pages 4.15-3 and 4.15-5; and

WHEREAS, on February 12, 2020, at a duly noticed public hearing, the Planning Commission held a public hearing on the Project; received presentations from staff, City consultants, and the applicant; asked questions and received answers and information and heard and considered additional public testimony; and adopted a Resolution, which recommended that City Council approve the Campus Town Specific Plan, General Plan amendments, Zoning amendments, Development Agreement, Vesting Tentative Subdivision Map, and Inclusionary (Affordable) Housing Agreement, and;

WHEREAS, the City prepared written responses to all comments timely received on the Draft EIR, and those responses to comments are included in the Final Environmental Impact Report (the "Final EIR"); and

WHEREAS, the City published a combined Notice of Public Hearing/Notice of Availability of the Final EIR on February 21, 2020 in the Monterey County Weekly. The City also mailed copies of this notice to properties within 300 feet of the project site, posted three copies of this notice on the project site, and emailed this notice to commenting agencies on February 21, 2020 (along with copies of responses to their comments). On February 24, 2020 the City posted notice on the City's homepage, and emailed and mailed copies of this notice to individuals who requested notice, as well as local and state agencies, and other individuals who commented on the Draft EIR. On February 24, 2020, the Final EIR was posted on the Campus Town Project webpage, and made available in hard copy at the locations identified in the notice.

WHEREAS, the Final EIR is comprised of the Draft EIR dated July 2019, all appendices thereto, and the Final EIR volume dated February 2020, (consisting of the public comments, responses to those comments, revisions to the Draft EIR, and additional appendices thereto); and

WHEREAS, on March 5, 2020, a duly noticed public hearing was held by the City, in which the City Council considered Final EIR certification, adoption of CEQA findings of fact ("CEQA findings"), and adoption of the Mitigation Monitoring and Reporting Program ("MMRP").

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds that the above recitals are true and correct, and hereby incorporates them herein by reference as though set forth in full.

BE IT FURTHER RESOLVED that, pursuant to CEQA Guidelines § 15090(a), the City Council, as lead agency for the Project EIR, hereby certifies that:

1. The Final EIR has been completed in compliance with CEQA;
2. The Final EIR was presented to the City Council of the City of Seaside, and that the City Council has reviewed and considered the information contained in the Final EIR prior to approving the Project; and

3. The Final EIR reflects the City of Seaside's independent judgment and analysis; and

BE IT FURTHER RESOLVED that, pursuant to Public Resources Code § 21081(a) and CEQA Guidelines § 15091, the City Council adopts the CEQA findings set forth in Exhibit A; and.

BE IT FURTHER RESOLVED that, pursuant to Public Resources Code § 21081.6 and CEQA Guidelines § 15097, the City Council adopts the MMRP set forth in Exhibit B.

BE IT FURTHER RESOLVED that, the City hereby selects the "Proposed Project" as identified in Draft EIR Chapter 2 (including modifications in the Final EIR), which will be implemented through the project's entitlements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Exhibit A –CEQA Findings

Exhibit B –Mitigation Monitoring and Reporting Program

Exhibit A: CEQA Findings of Fact

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I INTRODUCTION

In compliance with Public Resources Code § 21081(a) and CEQA Guidelines § 15091, the City Council of the City of Seaside ("City Council") makes these findings in connection with the Final Environmental Impact Report (EIR) for the Campus Town Specific Plan (the "Project," "Proposed Project" or "Specific Plan").

A. FINDINGS REQUIREMENTS

Pursuant to Public Resources Code § 21081 and CEQA Guidelines § 15091, no public agency shall approve or carry out a project for which a Final EIR has been certified which identifies one or more significant effects on the environment that would occur if the project is approved or carried out unless the public agency makes one or more of the following findings with respect to each significant impact:

1. Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

Public Resources Code § 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." CEQA Guidelines § 15364 adds another factor: "legal" considerations. (See also *Citizens of Goleta Valley v. Board of Supervisors* ("Goleta II") (1990) 52 Cal.3d 553, 565.) The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417.) "[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." Alternatives and mitigation measures may also be determined to be infeasible if they do not "fully satisfy the objectives associated with a proposed project" or are "undesirable from a policy standpoint." (*California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957.) The Findings provided below include cross references to supporting information contained in the Draft and Final EIR, however these references are provided for convenience, and should not be interpreted as the exclusive basis for supporting the findings below, which are supported by the full record of proceedings for this project.

The City Council hereby certifies the Final EIR ("Final EIR"), State Clearinghouse Number 2018021079, which consists of the Draft EIR (the "Draft EIR"), the Amendments to the Draft EIR, the Responses to Comments and other supporting documents, and finds that it has been completed in compliance with CEQA, was presented to the decision-making body of the City, and the decision-making body reviewed and considered the information contained in the Final EIR prior to certifying the Final EIR and approving the Project. The Final EIR reflects the independent judgment and analysis of the City and has been completed in compliance with the California Environmental Quality Act (Public Resources Code Section 21000-21177) ("CEQA"). The City Council has received, reviewed, and considered the information contained in the Final EIR, the application for the Project, all testimony at public hearings and submissions from public officials and others, departments of the City, the applicant, community associations and residents, and other public agencies and all other information in the record prior to its approval of the Project.

In accordance with the provisions of CEQA and the State CEQA Guidelines, the City Council adopts these findings as part of its certification of the Final EIR for the Project.

II PROJECT OBJECTIVES AND DESCRIPTION

As set forth in Draft EIR Section 2.3, the underlying purpose of the Proposed Project is to implement the policy direction in the Fort Ord Base Reuse Plan (BRP), in particular Program C-1.4 which states: "The City of Seaside shall prepare a specific plan to provide for market-responsive housing in the University Village District between the CSUMB campus and Gigling Road. This is designated a Planned Development Mixed Use District to encourage a vibrant village with significant retail, personal and business services mixed with housing." To accomplish this purpose, the objectives of the Proposed Project are:

- **Objective 1:** To develop a variety of building types and uses, including entertainment, retail, housing, visitor lodging, and employment space with sufficient resident population in proximity to proposed commercial uses to support a viable Mixed Use Urban Village.
- **Objective 2:** Provide shopping, employment, and housing opportunities for households of various sizes and income levels, in close proximity to one another and the CSUMB campus, and to reduce vehicle miles traveled on a per capita basis.
- **Objective 3:** Centrally focus commercial development, typical of historic main streets.
- **Objective 4:** To create a vibrant multi-model transportation network, including improvements which encourage pedestrian and bicycle activity.
- **Objective 5:** To expand the City of Seaside's retail and employment opportunities, including the creation of employment space and live/work space capable of supporting startup businesses.
- **Objective 6:** To create a project, including a land use mix and phasing, that is responsive to market demand and results in an economically viable development that can support the infrastructure investment needed to transform the Plan Area to civilian use.

This Proposed Project and the associated objectives are also designed to address statewide planning efforts. The legislature has adopted findings that "the lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California... (3) Among the consequences of those actions are.... reduced mobility, urban sprawl, excessive commuting, and air quality deterioration" (Gov. Code Section 65589.5(a)). The Legislature also recently adopted findings that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future

generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5(a)(2)(A) [AB 3194 (2018)]). The State Legislature has also acknowledged that there is a "need to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking distance to mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing interests" (Gov. Code Section 65088.4 [SB743 (2013)]).

The Proposed Project's physical changes are described in detail in Draft EIR Chapter 2. In summary, the Proposed Project would involve the construction and operation of up to 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 sf of retail, dining, and entertainment uses, and 50,000 sf of office, flex, makerspace (collaborative workspace), and light industrial space. The Project also includes park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking, and supporting infrastructure. The Project site is approximately 122.23 acres, and is generally located south of the California State University, Monterey Bay campus. (Draft EIR, Section 2.4; Final EIR pp. 4-4 and 405).

The Project would primarily be implemented through City adoption of the Campus Town Specific Plan and associated entitlements, including a General Plan amendment, rezoning of the site, a Vesting Tentative Map, a Development Agreement, and an Inclusionary (Affordable) Housing Agreement for compliance with Chapter 17.32 of the Seaside Municipal Code.

III NO IMPACT DETERMINATIONS IN THE EIR

Draft EIR assessments determined that the Project will have no impact in the following resource areas, and the City Council concurs with these determinations.

A. AGRICULTURAL AND FORESTRY RESOURCES (See Draft EIR Section 4.18.1)

1. The Project will not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance ("Farmland"), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non- agricultural use because the Project site is not designated as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland (Farmland).
2. The Project will not conflict with existing zoning for agricultural use, or a Williamson Act Contract because there is no agricultural zoning on the

Project site.

3. The Project will not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production because there is no such zoning exists on the Project site.
4. The Project will not result in the loss of forest land or conversion of forest land to non-forest use because the Project site contains degraded patches of oak woodland that do not meet the definition of forest land as defined in Public Resources Code Section 12220(g), or timberland, as defined by Public Resources Code Section 4526.
5. The Project will not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non- agricultural use because there is no Farmland or agricultural use existing on the Project site.

B. MINERAL RESOURCES (See Draft EIR Section 4.18.2)

1. The Project will not result in the loss of availability of a known mineral resource that would be of value to the region or state because the Project site is not mapped as containing important mineral resources in the Monterey County General Plan (Monterey County 2010) or the state Department of Conservation Mineral Land Classification Maps (DOC 1999), and the Project site is not utilized for mineral extraction.
2. The Project will not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan because the site is not delineated as a mineral resource area in any local plan.

IV EFFECTS DETERMINED TO BE LESS THAN SIGNIFICANT WITHOUT MITIGATION IN THE EIR

The EIR, based on detailed analyses, determined that the Project will have a less than significant impact (and would not have a cumulatively considerable contribution) without the imposition of mitigation measures for a number of resource areas, listed below. The City Council concurs with these determinations and hereby finds the following:

A. AESTHETICS

1. Impact AES-1: Implementation of the Proposed Project would not have a substantial adverse effect on a scenic vista due to the relatively gentle elevation change across the Project site, the lack of expansive and

panoramic views, and the lack of views of a large geographic location. (See discussion starting on Draft EIR Section 4.1.)

2. Impact AES-2: The Proposed Project would not substantially damage scenic resources, including, but not limited to, mature unique trees, unique rock outcroppings, and historic buildings within a state scenic highway because the Project site is obstructed from views from the scenic highway and the view from the highway would not change because mature trees would remain. Further, the Project Site does not include any unique rock outcroppings or historic buildings. (See discussion starting on Draft EIR Section 4.1.)
3. Impact AES-3: The Proposed Project would not substantially degrade the existing visual character or quality of public views of the Plan Area and its surroundings because the existing visual character of the core site has been determined to be moderately low and implementation of the design standards and guidelines contained in the Specific Plan would improve the visual character of the site. While other portions of the Project site contain moderate visual character in areas with natural open space, such as the mature coast live oaks, portions of these areas would be retained as open space and parks. While some of these areas would no longer retain these natural elements, they would be replaced with high quality urban features displaying strong and consistent and or/notable architectural and urban design features, as required by the Specific Plan design standards and guidelines. (See discussion starting on Draft EIR Section 4.1; see also Final EIR, Response 9.27.)
4. Impact AES-4: The Proposed Project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area because the new sources of glare are not considered substantial, the Specific Plan contains design standards aimed at reducing glare, and the Project would comply with the Seaside Municipal Code lighting requirements. (See discussion starting on Draft EIR Section 4.1.)

B. AIR QUALITY

1. Impact AQ-1: The Proposed Project would not conflict with or obstruct implementation of the 2015 AQMP because the Project includes elements to reduce vehicle miles traveled (VMT) by creating a Mixed Use Urban Village and other elements to encourage the use of alternative forms of transportation and reduce reliance on automobiles, thereby reducing project emissions of ozone precursors. (See discussion starting on Draft

EIR Section 4.2; see also Final EIR pp. 4-7 to 4-10; see also Final EIR, Responses 10.2 and 13.2; Final EIR Appendix Q.)

2. Impact AQ-2: Construction of the Proposed Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the MBARD region is nonattainment under applicable federal or State ambient air quality standards because the Project would use typical construction equipment; therefore, ozone precursor emissions from Project construction were accounted for in the emission inventories and would not have a significant impact on the attainment and maintenance of State or Federal ozone ambient air quality standards and emissions of ozone precursors and PM10 would not exceed MBARD thresholds. (See discussion starting on Draft EIR Section 4.2; see also Final EIR pp. 4-7 to 4-10; see also Final EIR, Responses 10.2 and 13.2; Final EIR Appendices E and Q.)
3. Impact AQ-3: Operation of the Proposed Project will not result in cumulatively considerable net increase of any criteria pollutant for which the MBARD region is nonattainment under applicable federal or State ambient air quality standards because emissions of ozone precursors and PM10 would not exceed MBARD thresholds. (See discussion starting on Draft EIR Section 4.2; see also Final EIR pp. 4-7 to 4-10 and Appendices E and Q; see also Final EIR Responses 10.2 and 13.2.)
4. Impact AQ-4: The Proposed Project would not expose sensitive receptors to substantial pollutant concentrations in the form of localized carbon monoxide hotspots because the Proposed Project would not result in volumes of traffic that would create, or substantially contribute to, the exceedance of State and Federal ambient air quality standard for CO. (See discussion starting on Draft EIR Section 4.2; see also Final EIR p. 4-7 and Appendix E and Q; see also Final EIR Responses 10.2 and 13.2.)
5. Impact AQ-5: The Proposed Project would not expose sensitive receptors to substantial pollutant concentrations in the form of toxic air contaminants (TACs) because the Proposed Project would not introduce sensitive receptors within 500 feet of an urban road with 100,000 vehicles per day and would not exacerbate existing conditions such that on-site or off-site sensitive receptors would be exposed to substantial pollutant concentrations resulting from TAC emissions along a high-volume roadway. (See discussion starting on Draft EIR Section 4.2; see also Final EIR pp. 4-7 and 4-11 and Appendix E and Q; see also Final EIR Responses 10.2 and 13.2.)
6. Impact AQ-6: The Project would not create objectionable odors that would

adversely affect a substantial number of people because of the nature of land uses under the Proposed Project and required compliance with MBARD Rule 402. (Draft EIR Section 4.2.)

C. BIOLOGICAL RESOURCES

1. Impact BIO-2: The Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS because such habitats do not occur on the Project site. (See discussion starting on Draft EIR Section 4.3.)
2. Impact BIO-3: The Project would not result in impacts to State or Federally protected wetlands through direct removal, filling, hydrological interruption, or other means because no jurisdictional wetlands are present and the other potential feature will be avoided. (See discussion starting on Draft EIR Section 4.3.)
3. Impact BIO-4: The Project would not substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites because the Project site does not include significant wildlife corridors. (See discussion starting on Section 4.3.)

D. CULTURAL RESOURCES

1. Impact CUL-1: Development under the Project would not cause a substantial adverse change in the significance of a historical resource because the buildings are considered ineligible for listing in the criteria for the CRHR, the NRHP, and under the definitions under CEQA Guidelines Section 15064.5. (See discussion starting on Draft EIR Section 4.4; see also Final EIR p. 4-13, and Final EIR Appendix S.)
2. Impact CUL-3: Development under the Project could disturb human remains, including those interred outside dedicated cemeteries. With adherence to existing regulations relating to human remains, impacts would be less than significant. (See Draft EIR Section 4.4.)

E. ENERGY

1. Impact E-1: Neither construction nor operation of the Proposed Project would result in a significant environmental impact due to the wasteful, inefficient, or unnecessary consumption of energy resources because the Proposed Project is intended to meet existing demands (therefore the use of energy to construct the Proposed Project would not be unnecessary) and

the project is designed to reduce vehicle miles traveled and will utilize modern construction technique and utilities. (See Draft EIR Section 4.5; see also Final EIR pp. 4-13 and 4-14 and Appendix E; see also Final EIR Response 13.3, 13.4, and 13.5.)

2. Impact E-2: The Proposed Project would not conflict with or obstruct a state or local plan for renewable energy and energy efficiency. (See Draft EIR Section 4.5; see also Final EIR pp. 4-13 and 4-14 and Appendix E; see also Final EIR Responses 13.3, 13.4, and 13.5.)

F. GEOLOGY AND SOILS

1. Impact GEO-1: The Proposed Project would not cause potential substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure, or landslides, and would not be located on a geologic unit that is unstable or would become unstable as a result of the Proposed Project, potentially resulting in landslide, lateral spreading, subsidence, liquefaction, or collapse because the Project site is not located within an Alquist-Priolo Earthquake Fault Zone, there are no known active faults crossing or trending toward the Project site, the potential for fault-related ground-rupture at the site is considered low, and new development would be constructed in accordance with current regulations, which required that structures be designed and constructed to resist seismic hazards,. (See Draft EIR Section 4.6.)
2. Impact GEO-2: The Proposed Project would not result in substantial soil erosion or the loss of topsoil because compliance with the CBC, PRC Section 2690-2699.6, Draft Seaside 2040 Safety Element Programs, and the City's Municipal Code would ensure that potential impacts associated with erosive soils are less than significant. (See Draft EIR Section 4.6.)
3. Impact GEO-3: The Proposed Project is not located on expansive soils. (See Draft EIR Section 4.6.)
4. Impact GEO-4: The Proposed Project would not include septic tanks or alternative wastewater disposal systems. (See Draft EIR Section 4.6.)

G. GREENHOUSE GAS EMISSIONS

1. Impact GHG-1 ("Comparison of the Proposed project to the Existing Regional Emissions Baseline" and "Comparison of the Proposed Project to the 1991 Former Fort Ord Operations Baseline"): Three baseline scenarios were used as a basis for comparison under Impact GHG-1, and two out of the three comparisons were determined to have a less than significant impact because they were below baseline emissions. (See Draft EIR

Section 4.6, including pp. 4.7-13, and 4.7-16 through 4.7-19; Final EIR pp. 4-18 and 4-19; Final EIR Appendices E and R.) These two analyses provide an independent basis to support the conclusions that GHG-1 impacts would be less than significant with implementation of the proposed project without mitigation. (See also Draft EIR Section 3.3.)

2. Impact GHG-2: The Proposed Project would not conflict with an applicable plan, policy or, regulation adopted for the purpose of reducing the emissions of GHGs without mitigation because the Proposed Project would be an infill, mixed-use project located within close proximity to transit and existing residences and would encourage the use of public transit. (See Draft EIR Section 4.7.)

H. HAZARDS AND HAZARDOUS MATERIALS

1. Impact HAZ-1: Implementation of the Project would not create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, nor through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment because compliance with existing applicable regulations would ensure that such risks would be minimized. (See discussion starting on Draft Section 4.8; see also Final EIR pp. 4-21 and 4-22.)
2. Impact HAZ-2: The Proposed Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school serving children between kindergarten and 12th grade. (See Draft EIR Section 4.8; see also Final EIR p. 4-22, Final EIR Responses 6.3, 9.5.)
3. Impact HAZ-3: The Plan Area is located on a Superfund cleanup site with abandoned military buildings, but would be fully remediated prior to Project implementation. (See Draft EIR Section 4.8.)
4. Impact HAZ-4: The Plan Area is located outside of an airport land use plan, and is not within two miles of a public airport or public use airport. The Proposed Project would not result in a safety hazard or excessive noise for people residing or working in the Plan Area. (See Draft EIR Section 4.8.)
5. Impact HAZ-5: Although Proposed Project implementation would involve physical modification of designated evacuation routes, these changes would not substantially interfere with implementation of emergency response plans. (See Draft EIR Section 4.8.)

I. HYDROLOGY AND WATER QUALITY

1. Impact HWQ-1: Development under the Proposed Project would not violate

water quality standards or WDRs, or otherwise substantially degrade surface or groundwater quality because the Project would be required to comply with State and local water quality regulations designed to control erosion and protect water quality during construction and implementation of existing applicable regulations, permit requirements, BMPs, and policies would prevent or minimize impacts related to water quality and ensure that development and operation of the Proposed Project would not cause or contribute to the degradation of water quality in receiving waters.. (See Draft EIR Section 4.9; see also Final EIR Responses 1.7, 1.14, 1.15, 1.26, 1.33, 10.21, 10.25, 10.26, 10.27, 10.28.)

2. Impact HWQ-2: Development under the Proposed Project would not interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin because compliance with existing applicable regulations for stormwater management would reduce the quantity of stormwater runoff that enters the storm drainage system and discharges to the Pacific Ocean. Although the Proposed Project would incrementally increase the amount of impervious surface by approximately 1.5 million square feet, the project would also install storm water infiltration facilities. (See Draft EIR Section 4.9; see also Final EIR Responses 1.7, 1.14, 1.15, 1.26, 1.33, 10.21, 10.25, 10.26, 10.27, 10.28.)
3. Impact HWQ-3: Development under the Proposed Project would alter drainage patterns and increase runoff in the Plan Area, but would not result in substantial erosion or siltation on or off site, result in increased flooding on or off site, exceed the capacity of existing or planned stormwater drainage systems, or provide substantial additional polluted runoff. (See Draft EIR Section 4.9; see also Final EIR Responses 1.7, 1.14, 1.15, 1.26, 1.33, 10.21, 10.25, 10.26, 10.27, 10.28.)
4. Impact HWQ-4: Development under the Proposed Project would alter drainage patterns and increase runoff in the Plan Area, but would not impede or redirect flood flows. The Plan Area is not within an area at risk from inundation by flood hazard, seiche, tsunami, or mudflow. (See Draft EIR Section 4.9.)

J. LAND USE PLANNING

1. Impact LU-1: The Proposed Project would not physically divide an established community and would not conflict with any land use plan and policy because the Project improvements would improve physical

connections for multiple users with in the former Fort Ord area, adjacent to CSUMB, and within the surrounding community. (See Draft EIR Section 4.10; Final EIR Response 1.28.)

2. Impact LU-2: The Proposed Project would not result in a significant environmental impact due to a conflict with any land use plan and policy because would be consistent with overarching goals of 2004 Seaside General Plan and Draft Seaside 2040 General Plan. The Project would be consistent with the 2004 General Plan as a whole, and includes a General Plan amendment to address a partial inconsistency with the City's 2004 vehicular level of service policy. This vehicular policy language needs to be balanced against the City's other multimodal goals and policies which would be furthered by this Project. (See Draft EIR Section 4.10; see also Final EIR pp. 4-25 and 4-26.)

K. NOISE

1. Impact N-3: Buildout of the Proposed Project would not expose persons to or generate noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies from traffic noise because such noise would not exceed applicable thresholds. (See Draft EIR Section 4.11.)
2. Impact N-4: Buildout of the Proposed Project would not expose persons to or generate noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies from HVAC equipment, mail delivery trucks, and trash hauling trucks because such noise would not exceed applicable thresholds. (See Draft EIR Section 4.11.)
3. Impact N-5: Buildout of the Proposed Project would not expose persons to or generate noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies on new residential development in the Project Area because adherence to applicable noise standards would ensure that new development would be exposed only to acceptable exterior and interior noise levels. (See Draft EIR Section 4.11.)

L. POPULATION AND HOUSING

1. Impact PH-1: The Proposed Project would not directly or indirectly induce substantial unplanned growth. (See Draft EIR Section 4.12.)
2. Impact PH-2: The Proposed Project would not displace substantial numbers of existing housing or people, necessitating the construction of replacement

housing elsewhere because the Project site does not include any current residents. (See Draft EIR Section 4.12.)

M. PUBLIC SERVICES AND RECREATION

1. Impact PS-1: The Proposed Project would not result in substantial adverse physical impacts associated with the construction of new or physically altered police or fire facilities in order to maintain acceptable service ratio response times or other objectives. The Project site has historically been built out, and the Proposed Project would increase the density of development, with new structures and infrastructure constructed to modern fire and code and safety standards. The Proposed Project would generate additional demand that may necessitate in the construction of new or expanded police protection facilities. However, based on existing information, the construction of such facilities is not anticipated to result in significant environmental impacts. (See Draft EIR Section 4.13; Final EIR Responses 1.31, 13.9.)
2. Impact PS-2: The Proposed Project would not result in substantial adverse physical impacts associated with the construction of new or physically altered school, library, or other public facilities in order to maintain acceptable service ratios, response times, or other objectives, and pursuant to State law, payment of impact fees to mitigate demand on school facilities would be required. (See Draft EIR Section 4.13.)
3. Impact PS-3: The Proposed Project would not result in substantial adverse physical impacts associated with the provision of new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other objectives and would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. Implementation of the Proposed Project would not place demands on existing or future parks or recreational facilities such that substantial physical deterioration would occur. While existing and future parks would need periodic maintenance, the increased demand for parks and other recreational facilities would not outpace routine maintenance. Also, the Proposed Project would not require construction of new parks or recreational facilities other than those already analyzed in this EIR. (See Draft EIR Section 4.13.)

N. TRAFFIC AND TRANSPORTATION

1. Impact T-1: The Proposed Project would not conflict with adopted programs, plans, ordinances, or policies regarding transit, roadway, bicycle, or pedestrian facilities. The Proposed Project would be consistent with the 2004 General Plan and Draft Seaside 2040 policies that support multimodal transportation options. Implementation of the Proposed Project would not interfere with existing bicycle facilities and proposed bicycle facilities would not conflict with the general intent of the planned bicycle facilities or adopted bicycle system plans, guidelines, policies, or standards. While there are minor differences between the Proposed Project and planned bicycle facilities, this is not considered a significant environmental impact. Implementation of the Proposed Project would not interfere with existing pedestrian facilities or conflict with planned pedestrian facilities or adopted pedestrian system plans, guidelines, policies, or standards. (See Draft EIR Section 4.14; see also Final EIR Responses 1.19, 1.32, 5.5, 5.6, 5.7, and 6.4.)
2. Impact T-2: The Proposed Project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3(b) because VMT per service population with the Proposed Project would be lower than the region-wide threshold for both existing conditions and conditions at the 2034 buildout year. (See Draft EIR Section 4.14.)
3. Impact T-3: The Proposed Project would not include roadway design or pedestrian features that would substantially contribute to existing safety hazards or be seen as incompatible because the Proposed Project does not include any roadway design features, such as sharp curves, that could result in a safety hazard, would not involve the use of vehicles that could cause a safety hazard due to incompatibility with on-road traffic, and would be required to comply with applicable codes and regulations that govern traffic-related design features and uses, driveways and site access. (See Draft EIR Section 4.14.)
4. Impact T-4: The Proposed Project would provide for adequate primary and secondary emergency access to all planned uses as required by existing applicable regulations and as reviewed by the City Fire Department. (See Draft EIR Section 4.14.)

O. UTILITIES AND SERVICE SYSTEMS

1. Impact UTIL-1: Impacts Related to Regional Wastewater, Stormwater Drainage, Electric Power, Natural Gas, and Telecommunications Infrastructure would be less than significant because there is adequate

regional wastewater, stormwater drainage, electric power, natural gas, and telecommunication infrastructure to serve the Proposed Project. (See Draft EIR Section 4.16.)

2. Impact UTIL-2: The Proposed Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, including the Monterey Peninsula Landfill and the Materials Recovery Facility. The Proposed Project would not impair the attainment of solid waste reduction goals and would comply with Federal, State, and local statutes and regulations related to solid waste. (See discussion starting on Draft EIR p. 4.16-26.)

P. WILDFIRE

1. Impact WFR-1: The Proposed Project would not substantially impair an adopted emergency response or evacuation plan, exacerbate wildfire risk, require the installation or maintenance of infrastructure that would exacerbate wildfire risk or a significant risk of loss, injury, or death, involving wildland fires, or expose people or structures to significant post-fire risks. The Project site is not located in a state responsibility area or lands classified as LRA Very High Fire Hazard Severity Zones. Development of new roadways on the Project site would be required to comply with Fire Code Chapter 10, which addresses fire related Means of Egress, including Fire Apparatus Access Road width requirements. While the Proposed Project includes the potential relocation of an existing fire station, this relocation would not occur until there is a new functional fire station, and consequently would not exacerbate existing fire hazards or responses thereto. With implementation of statewide standards for fire safety in the California Fire Code, as incorporated by reference in SMC Section 15.04.170, and through adherence to policies and implementation plans in the 2004 General Plan or Draft Seaside 2040, as applicable, the Proposed Project would not expose people or structures to significant risk of loss, injury or death involving wildland fires. (See Draft EIR Section 4.17)

Q. Urban Decay

1. As discussed in Draft EIR Section 5.4, Final EIR Response 13.11, and Final EIR Reference *Urban Decay Prospects Associated with The Campus Town Specific Plan, Seaside, California*, dated November 2019, the proposed project would not result in physical environmental impacts associated with urban decay.

V SIGNIFICANT ENVIRONMENTAL IMPACTS DETERMINED TO BE MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

The EIR determined that the Project would cause significant environmental impacts in the resource areas of biological resources; cultural resources; geology and soils; greenhouse gas emissions; hydrology and water quality; noise; tribal cultural resources; and utilities and service systems. Mitigation measures were identified that will mitigate all of these impacts to a less than significant level.

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the following significant environmental effects, as identified in the EIR. These mitigation measures are feasible and are adopted to reduce the below impacts to less than significant levels.

As discussed in the applicable resource area "cumulative impacts" EIR sections, these mitigation measures would also assure that the Proposed Project's cumulatively considerable contributions to significant cumulative impacts would be less than significant.

A. BIOLOGICAL RESOURCES

Impact BIO-1. The Proposed Project would have a substantial adverse effect on species identified as a candidate, sensitive, or special status species. (See discussion starting on Draft EIR Section 4.3.)

Potential special status plant species that could be affected by Project construction include: coastal dunes milk-vetch, Monterey spineflower, robust spineflower, seaside birds-beak, Menzies' wallflower, Monterey gilla, Gowan cypress, beach layla, Tidestrom's lupine, and Yadon's rein orchid. Additional special status plants have the potential to occur in the Project Area. In addition, eleven special status wildlife species could exist in or near the Project site and be affected by Project construction, including but not limited to the Monterey dusky-footed woodrat, Townsend's big-eared bat, Northern California legless lizard, coast horned lizard, American peregrine falcon, Smith's blue butterfly, American badger, burrowing owl, white-tailed kite, and ferruginous hawk.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measures BIO-1(a) through BIO-1(h) are feasible and are adopted to reduce this impact to a less-than-significant level.

BIO-1(a) Special-Status Plant Pre-Construction Survey. Surveys for special status plants shall be completed by the project proponent prior to any vegetation removal, grubbing, or other construction activity (including staging and mobilization). The surveys shall be floristic in nature, that is, every plant observed shall be identified to species subspecies, or variety, sufficient to identify listed plants. The surveys shall be seasonally timed to coincide with the target Federal and State listed species and rare plants identified above. All plant surveys shall be conducted by a City-approved biologist during the appropriate blooming period during the year prior to initial ground disturbance. All special status plant species identified on site shall be mapped onto a site-specific aerial photograph or topographic map with the use of Global Positioning System (GPS) unit. Surveys shall be conducted in accordance with the most current protocols established by the CDFW, USFWS, and the local jurisdictions if said protocols exist. A report of the survey results shall be submitted to the implementing agency, and the CDFW and/or USFWS, as appropriate, for review.

BIO-1(b) Special-Status Plant Species Avoidance, Minimization, and Mitigation. If Federal and/or State listed species are found during special status plant pre-construction surveys [required under Mitigation Measure BIO-1(a)], avoidance of, or mitigation for impacts to, occupied habitat shall be required. If populations of CRPR List 1B or 2 species are found during special status plant pre-construction surveys, the City-approved biologist shall evaluate whether the loss of occupied areas would result in a regional population level impact. Mitigation for regional population level impacts to rare plants shall be required by the City and Mitigation Measure BIO-1(c) would be required. If feasible, the Proposed Project shall be re-designed to avoid development in locations of Federal and/or State listed or CRPR List 1B or 2 species. Federal and/or State listed or CRPR List 1B or 2 species occurrences that are not within the immediate disturbance footprint and would be avoided, but which are located within 50 feet of disturbance limits, shall have bright orange protective fencing installed at an appropriate distance (as determined by a qualified biologist) to ensure they are protected during construction activities.

If development cannot avoid Federally or State listed plants species, then USFWS and CDFW, as appropriate, shall be consulted regarding the potential for salvage of individual plants or seek compensation (minimum compensation ratio of 1:1 at a similar density if individuals) for the loss of these individuals or their habitat either in an on-site or off-site preserve or as otherwise determined in coordination with USFWS and CDFW through the Coordinated Research Management Planning

Program and in compliance with FESA and CESA as required. The City shall consult with USFWS and CDFW for the potential to salvage or “take” listed species and to determine if take authorization would be required by one or both agencies. Impacts to Federal and/or State listed or CRPR List 1B or 2 species would require adherence to Mitigation Measure BIO-1(c).

BIO-1(c) Restoration and Monitoring. If development cannot avoid Federal or States listed plant species, all impacts shall be mitigated by the project applicant at a ratio to be determined by the City in coordination with CDFW and USFWS (as applicable) for each species. Mitigation ratios shall be a minimum of 1:1 for areas occupied by the species, but may be higher pending consultation with CDFW and/or USFWS. Restoration areas shall be of a similar density of individuals as areas impacted Project activities. A restoration plan shall be prepared by the project applicant and submitted to the City for review and approval. If development cannot avoid a Federal and/or State listed plant species, the restoration plan shall be submitted to the USFWS and/or CDFW for review and approval. Population level impacts to CRPR List 1B or 2 species shall also be mitigated at a 1:1 ratio for occupied areas, and shall also require a restoration plan in coordination with the City. Mitigation shall be accomplished at an off-site habitat preserve or through the purchase of credits from an approved mitigation bank. The restoration plan(s) shall include, at a minimum, the following components:

- Description of the project/affected species location(s) (i.e., location, responsible parties, areas to be impacted by habitat type).
- Compensatory mitigation [type(s) and area(s) species to be established, restored, enhanced, and/or preserved; specific functions and values of species type(s) to be established, restored, enhanced, and/or preserved; and establishment of mitigation ratios appropriate to the affected species in consultation with the USFWS and CDFW, as appropriate].
- Description of the proposed compensatory mitigation site (location and size, ownership status, existing functions and values).
- Implementation plan for the compensatory mitigation site (rationale for expecting implementation success, responsible parties, schedule, site preparation, planting plan).
- Maintenance activities during the monitoring period, including weed removal as appropriate (activities, responsible parties, schedule).
- Monitoring plan for the compensatory mitigation site, including no less than quarterly monitoring for the first year (performance standards, target

functions and values, target acreages to be established, restored, enhanced, and/or preserved, annual monitoring reports).

- Success criteria based on the goals and measurable objectives; said criteria to be, at a minimum, at least 80 percent survival of container plants and 30 percent relative cover by vegetation type.
- An adaptive management program and remedial measures to address any shortcomings in meeting success criteria.
- Notification of completion of compensatory mitigation and agency confirmation.
- Contingency measures (initiating procedures, alternative locations for contingency compensatory mitigation, funding mechanism).

BIO-1(d) Special-Status Wildlife Pre-Construction Surveys.

General Wildlife Surveys

For each construction phase in areas containing oak woodland or developed woodlands, pre-construction clearance surveys for Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, and American badger shall be conducted within 14 days prior to the start of construction (including staging and mobilization). The surveys shall cover the entire disturbance footprint plus a minimum 200-foot buffer, where permissible, and shall identify all special status animal species that may occur on-site. California legless lizard, coast horned lizard, Monterey dusky-footed woodrats and wood rat middens shall be relocated from the site by a qualified biologist. American badger shall be passively excluded with the use of one-way doors.

Burrowing Owl Surveys

A qualified biologist shall conduct pre-construction clearance surveys for each construction phase prior to ground disturbance activities within all suitable habitats such as open fields, lawns, and park strips, to confirm the presence/absence of burrowing owls. The surveys shall be consistent with the recommended survey methodology provided by CDFW (2012). Clearance surveys shall be conducted within 14 days prior to construction and ground disturbance activities. If no burrowing owls are observed, no further actions are required. If burrowing owls are detected during the pre-construction clearance surveys, the following measures shall apply:

- Avoidance buffers during the breeding and non-breeding season shall be implemented in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993) minimization mitigation measures.
- If avoidance of burrowing owls is not feasible, then additional measures such as passive relocation during the nonbreeding season and construction buffers of 200 feet during the breeding season shall be implemented, in consultation with CDFW. In addition, a Burrowing Owl Exclusion Plan and Mitigation and Monitoring Plan will be developed by a qualified biologist in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993).

Smith's Blue Butterfly Host Plant Surveys

Prior to grading and construction in undeveloped areas, an approved biologist shall conduct surveys for seacliff buckwheat (*Eriogonum parvifolium*) and seaside buckwheat (*Eriogonum latifolium*), host plants of Smith's blue butterfly.

If Smith's blue butterfly host plants are not located, no further action is required. If host plants are located within proposed disturbance areas, they shall be avoided if feasible. If avoidance is not feasible, focused surveys shall be conducted to determine presence or absence of the butterfly species. This may include transect surveys during the adult flight period (mid-June through early September), and/or inspection of host plants for all life forms (egg, larva, pupa, and adult). If individuals of any life stage that may be impacted by the Proposed Project are detected during focused surveys, a permit for relocation shall be obtained from USFWS, and they shall be relocated by a USFWS permitted biologist.

Sensitive Bat Surveys

A qualified biologist shall conduct surveys for presence/absence of special status bats, in particular the Townsend's big-eared bat, in consultation with the CDFW where suitable roosting habitat is present within 30 days of the start of demolition of unused buildings. Surveys shall be conducted using acoustic detectors. If active roosts are located and are not part of an active maternity colony, exclusion devices such as netting shall be installed to discourage bats from occupying the site. Maternal bat colonies shall not be disturbed. If a roost is determined by a City-approved biologist to be used by a large number of bats, bat boxes shall be installed near the site. The number of bat boxes installed will depend on the size of the hibernaculum and shall be determined in consultations with a City-approved qualified biologist. If a maternity colony has become established, all construction activities shall be postponed within a 500-foot buffer around the

maternity colony until it is determined by a City-approved biologist that the young have dispersed. Once it has been determined that the roost is clear of bats, the roost shall be removed immediately.

Reporting

A report of all pre-construction and pre-demolition survey results shall be submitted to the City for its review prior to the start of demolition. The report should include a description of the survey methodology for each species, the environmental conditions at the time of the survey(s), the results of the survey, any requirements for addressing special status species identified during surveys, and the biological qualifications of the surveyors. The report shall be accompanied by maps and figures showing the location of any special status species occurrences and associated avoidance buffers.

BIO-1(e) Biological Resources Avoidance and Minimization. The following measures shall be applied to avoid impact to sensitive species and biological resources for each construction phase. The project applicant shall be responsible for implementing selected measures.

- Ground disturbance shall be limited to the minimum necessary to complete the project. The project limits of disturbance for each construction phase shall be flagged. Areas of special biological concern within or adjacent to the limits of disturbance shall have highly visible orange construction fencing installed between said area and the limits of disturbance.
- All construction occurring within or adjacent to natural habitats that may support Federally and/or State listed endangered/threatened species, State fully protected species, and/or special status species shall have a qualified biological monitor present during all initial ground disturbing/vegetation clearing activities.
- No endangered/threatened species shall be captured and relocated without express permission from the CDFW and/or USFWS.
- If at any time during construction an endangered, threatened or fully protected species enters the construction site or otherwise may be impacted, all construction activities shall cease. A qualified biologist shall document the occurrence and consult with the CDFW and USFWS, as appropriate, to determine whether it was safe for project activities to resume.
- At the end of each workday, excavations shall be secured with cover or a ramp provided to prevent wildlife entrapment.

- All trenches, pipes, culverts or similar structures shall be inspected for animals prior to burying, capping, moving, or filling.
- If night work is required, all construction lighting shall be pointed down and directed only on the work area.
- The City shall approve one or more qualified biologists to oversee and monitor biological compliance for the project. At least one qualified biologist shall be present during all initial ground disturbing activities, including vegetation removal to recover special status animal species unearthed by construction activities.

BIO-1(f) Pre-Construction Nesting Bird Surveys. For each construction phase, ground disturbance, building demolition, and vegetation removal activities should be restricted to the non-breeding season (September 16 to January 31) when feasible. For disturbance, building demolition, and vegetation removal activities occurring during the nesting season (February 1 to September 15), general pre-construction nesting bird surveys shall be conducted by a qualified biologist, including for, but not limited to, the California horned lark and the White-tailed kite, not more than 14 days prior to construction activities involving ground clearing, vegetation removal/trimming, or building demolition. The surveys shall include the disturbance area plus a 200-foot buffer around the site if feasible, and a 500-foot buffer for White-tailed kite. If active nests are located, an appropriate avoidance buffer shall be established within which no work activity will be allowed which would impact these nests. The avoidance buffer would be established by the qualified biologist on a case-by-case basis based on the species and site conditions. In no cases will the buffer be smaller than 50 feet for non-raptor bird species, 200 feet for raptor species, or a 500-foot buffer for White-tailed kite. Larger buffers may be required depending upon the status of the nest and the construction activities occurring in the vicinity of the nest. If fully protected White-tailed kites are documented nesting within 500 feet of construction activities, CDFW shall be consulted on appropriate avoidance and minimization methods. The buffer area(s) shall be closed to all construction personnel and equipment until juveniles have fledged and the nest is inactive. City-approved Biologist shall confirm that breeding/nesting is completed and young have fledged the nest prior to removal of the buffer.

BIO-1(g) Tree Habitat Protection Measures

The project proponent shall assure that oak trees to be preserved within 25 feet of proposed ground disturbances shall be temporarily fenced with orange plastic

construction fencing or other similar material satisfactory to the City throughout all grading and construction activities, as access is permitted to ensure nesting bird and special status species habitat is protected. The fencing shall be at least five feet high and shall be located at the extent of the dripline or root zone, whichever is farther from the main trunk. Fencing shall be maintained for the duration of construction activities.

- No construction equipment shall be parked, stored, or operated within the fencing. No fill soil, rocks, or construction materials shall be stored or placed within the fencing.
- Any roots encountered that are one inch in diameter or greater shall be cleanly cut. This shall be done under the direction of a Certified Arborist.
- All work within the dripline of native trees shall be done under the direction of a Certified Arborist.
- Trimming of branches shall be done prior to grading and under the direction of a Certified Arborist.

BIO-1(h) Worker Environmental Awareness Program (WEAP). Prior to initiation of construction activities (including staging and mobilization) for each construction phase, the project proponent shall arrange for all personnel associated with project construction for the applicable phase to attend WEAP training, conducted by a City-approved biologist, to aid workers in recognizing special status resources that may occur in the construction area. The specifics of this program shall include identification of the sensitive species and habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employers, and other personnel involved with construction. All employees shall sign a form provided by the trainer indicating they have attended the WEAP and understand the information presented to them. The form shall be submitted to the City to document compliance.

(b) Facts in Support of Findings

Mitigation Measures BIO-1 (a) through 1 (h) require compliance with a range of actions that will reduce impacts to candidate, sensitive and special-status plant and wildlife species to a level of less-than significance. These measures require preconstruction surveys for special-status, candidate and other special-status species per state and federal protocols prior to ground clearing actions to ensure

that no special-status or other plant, bird or wildlife protected species would be significantly affected. If such species are found during preconstruction surveys, they shall be avoided or, if avoidance is not feasible, impacts shall be minimized or replacement habitat and species provided at a minimum 1:1 ratio near the Project site. Replacement habitat will be monitored to ensure success. In addition, more general biological resources avoidance and minimization measures will be implemented, pre-construction nesting bird surveys and protection measures will be implemented, oak trees to be preserved on the site will be protected during construction, and a worker environmental awareness program undertaken to ensure that all contractors and their staff understand their mitigation obligations. Therefore, this impact will be less than significant with mitigation.

Impact BIO-5. Implementation of the Proposed Project may conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. (See Draft EIR Section 4.3; see also Final EIR pp. 4-12 and 4-13 and Appendix O.)

While the Proposed Project includes replacement trees, as discussed under Impact BIO-1, the Proposed Project has the potential to encounter sensitive wildlife species, including nesting birds in the Plan Area, which results in a partial inconsistency with 2004 General Plan Policy COS-4.3. Additionally, construction under the Proposed Project may cause damage to trees in the “tree-save” area and trees adjacent to the Plan Area if vehicles and equipment are stored within the drip line or excavation occurs in the critical root zone. Without mitigation, this would conflict with the City’s Municipal Code which requires “sufficient guards” to prevent “injury, damage, or defacement” of trees during construction.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measures BIO-1(f) and BIO-1(g) are feasible and are adopted to reduce this impact to a less-than-significant level.

BIO-1(f) Pre-Construction Nesting Bird Surveys. Mitigation Measure BIO-1(f) text is included under Impact BIO-1 above.

BIO-1(g) Tree Habitat Protection Measures. Mitigation Measure BIO-1(g) text is included under Impact BIO-1 above.

(b) Facts in Support of Findings

Adherence to Mitigation Measure BIO-1(f) will reduce impacts to protected trees and nesting and roosting raptors on the Project site by requiring pre-construction nesting bird surveys, and if active nests are located, requiring an avoidance buffer, ensuring no such nesting or raptors are present when trees are removed for construction. Also, Mitigation Measure BIO-1(g) would prevent damage to existing trees that are not permitted for removal. These measures would assure there are no conflicts with General Plan policies or the Seaside Municipal Code provisions protecting biological resources. Therefore, this impact will be less than significant with mitigation.

Impact BIO-6. The Proposed Project would potentially conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. (See discussion starting on Draft EIR p. 4.3-27.)

The Fort Ord Habitat Management Plan (HMP) was developed under the HCP process, and adherence to the conditions within the HMP has generally been considered appropriate for addressing potential impacts to species that may be covered under the Fort Ord HCP when and if finalized and adopted. Parcels in the Plan Area are designated for development under the Fort Ord HMP and have no management restrictions under the HMP. The USFWS Biological Opinion, however, assumes that no parcels occupied by the Smith's blue butterfly would be developed, and impacts to Federally listed species would require agency consultation and permitting. There is a potential for special status species to occur in the Plan Area, including a low probability of the Smith's blue butterfly. Consequently, development of the Proposed Project without mitigation could result in injury, harm, or death to special status species including Smith's blue butterfly, a significant impact.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measures BIO-1(a) through BIO-1(h) are feasible and are adopted to reduce this impact to a less-than-significant level.

BIO-1(a) Special Status Plant Pre-Construction Survey. Mitigation Measure BIO-1(a) text is included under Impact BIO-1 above.

BIO-1(b) Special Status Plant Species Avoidance, Minimization, and

Mitigation. Mitigation Measure BIO-1(b) text is included under Impact BIO-1 above.

BIO-1(c) Restoration and Monitoring. Mitigation Measure BIO-1(c) text is included under Impact BIO-1 above.

BIO-1(d) Special Status Wildlife Pre-Construction Surveys. Mitigation Measure BIO-1(d) text is included under Impact BIO-1 above.

BIO-1(e) Biological Resources Avoidance and Minimization. Mitigation Measure BIO-1(e) text is included under Impact BIO-1 above.

BIO-1(f) Pre-Construction Nesting Birds Surveys. Mitigation Measure BIO-1(f) text is included under Impact BIO-1 above.

BIO-1(g) Tree Habitat Protection Measures. Mitigation Measure BIO-1(g) text is included under Impact BIO-1 above.

BIO-1(h) Worker Environmental Awareness Program (WEAP). Mitigation Measure BIO-1(h) text is included under Impact BIO-1 above.

(b) Facts in Support of Findings

Adherence to the above mitigation measures will prevent conflicts with impacts to any approved HCP. Mitigation Measures BIO-1 (a) through 1 (h) require compliance with a range of actions that will reduce impacts to candidate, sensitive and special-status plant and wildlife species to a level of less-than significance. These measures require preconstruction surveys for special-status, candidate and other special status species per state and federal protocols prior to ground clearing actions to ensure that no special-status or other plant, bird or wildlife protected species would be significantly affected. If such species are found during preconstruction surveys, they shall be avoided or, if avoidable is not feasible, impacts shall be minimized or replacement habitat and species provided at a minimum 1:1 ratio near the Project site. Replacement habitat will be monitored to ensure success. In addition, more general biological resources avoidance and minimization measures will be implemented, pre-construction nesting bird surveys and protection measures will be implemented, oak trees to be preserved on the site will be protected during construction, and a worker environmental awareness program undertaken to ensure that all contractors and their staff understand their mitigation obligations. Therefore, this impact will be less than significant with mitigation.

B. CULTURAL RESOURCES

Impact CUL-2. Development under the Proposed Project could cause a substantial adverse change in the significance of archaeological resources, which may qualify as historical resources and/or unique archaeological resources. (See Draft EIR Section 4.4.)

The Project site is not located in an area of high archaeological sensitivity and no archaeological resources or human remains are known to be located on the Project site. However, excavation of the Project site has the potential to damage or destroy previously unknown archaeological resources, which may qualify as historical resources and/or unique archaeological resources. Ground disturbing activities under the Proposed Project, including demolition, grading, excavation, drilling or any other ground disturbing activities, have the potential to damage unknown archaeological resources; impacts are considered significant

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measures CUL-2(a) and CUL-2(b) are feasible and are adopted to reduce this impact to a less-than-significant level.

CUL-2(a) Worker's Environmental Awareness Program. A qualified archaeologist shall be retained who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology to conduct a Worker's Environmental Awareness Program training for archaeological sensitivity for all construction personnel involved in ground disturbance prior to the commencement of any ground disturbing activities. Archaeological sensitivity training shall include a description of the types of cultural material that may be encountered, cultural sensitivity issues, regulatory issues, and the proper protocol for treatment of the materials in the event of a find.

CUL-2(b) Unanticipated Discoveries. The project applicant shall implement the following measures for any development in the Plan Area and off-site improvement areas:

- If archaeological resources are encountered during ground-disturbing activities, work within 100 feet of the find shall be halted and an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find. If the resource is of Native American origin, the City shall contact a local Native American group listed

by the NAHC for the name of a tribal representative qualified for consultation on potential finds of tribal cultural resources. The qualified archaeologist and City will consult with the designated tribal representative to evaluate whether the find may qualify as a tribal cultural resource. If the tribal representative does not respond to a consultation request within seven days, the archaeologist shall independently evaluate the find and make a recommendation to the City as to whether it is a tribal cultural resource.

- If the resource is determined to be a significant archaeological and/or tribal cultural resource, the archaeologist shall prepare a treatment plan, in consultation with the tribal representative (if applicable), that includes measures to avoid or reduce impacts to the resource. The treatment plan measures may include but not be limited to avoidance and preservation in place (the preferred method if feasible), capping, incorporation of the site within a park or other open space, data or heritage recovery, treatment of the resource with culturally appropriate dignity, protection of the cultural character, integrity, traditional use, and/or confidentiality of the resource, or permanent conservation easements.

(b) Facts in Support of Findings

Mitigation Measure CUL-2(a) requires a worker's environmental awareness program to help ensure potentially significant archaeological resources are identified and appropriately treated during Project construction. Mitigation Measure CUL-2(b) requires special protocols to be followed for undiscovered archeological resources to determine whether they are significant archaeological and/or tribal cultural resources. In that event, a site-specific treatment plan to avoid substantial adverse changes consistent with CEQA guidance and requirements is required, assuring the impact would be mitigated to less than significant levels. Therefore, this impact will be less than significant with mitigation.

C. GEOLOGY AND SOILS

Impact GEO-5. The Proposed Project could directly or indirectly destroy a unique paleontological resource site or unique geologic feature. (See Draft EIR Section 4.6.)

Ground disturbing activities in previously undisturbed portions of the Plan Area and off-site improvement areas are underlain by geologic units with a high paleontological sensitivity (i.e., the older stabilized dune sand) may result in significant impacts to paleontological resources. Impacts would be significant if

construction activities result in the destruction, damage, or loss of scientifically important paleontological resources and associated stratigraphic and paleontological data. The activities may include grading, excavation, drilling, or any other activity that disturbs the surface or subsurface geologic formations with a high paleontological sensitivity.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measures GEO-5 is feasible and is adopted to reduce this impact to a less-than-significant level.

GEO-5 Paleontological Resource Studies. The City shall require the Proposed Project proponent to implement the following measures for any construction phase in previously undisturbed geologic strata with high paleontological sensitivity in the Plan Area and off-site improvement areas:

- a. **Retain a Qualified Paleontologist.** Prior to initial ground disturbance for each construction phase, the applicant shall retain a qualified professional paleontologist to prepare and implement a Paleontological Mitigation and Monitoring Program (PMMP) for the Proposed Project. The PMMP shall include measures requiring a pre-construction survey, a training program for construction personnel, paleontological monitoring, fossil salvage, curation, and final reporting. A qualified professional paleontologist is defined by the Society of Vertebrate Paleontology standards as an individual preferably with an M.S. or Ph.D. in paleontology or geology who is experienced with paleontological procedures and techniques, who is knowledgeable in the geology of California, and who has worked as a paleontological mitigation project supervisor for a least two years (SVP 2010).
- b. **Paleontological Worker Environmental Awareness Program (WEAP).** Prior to the start of construction, the Qualified Paleontologist or his or her designee shall conduct training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff. The WEAP shall be fulfilled at the time of a pre-construction meeting that a Qualified Paleontologist shall attend.
- c. **Paleontological Monitoring.** Paleontological monitoring shall be conducted during ground disturbing construction activities (including

grading, trenching, foundation work, and other excavations) for each construction phase in previously undisturbed sediments with high paleontological sensitivities (i.e., the older stabilized dune sand that underlies the entire Plan Area).

Paleontological monitoring shall be conducted by a qualified paleontological monitor, who is defined as an individual who has experience with collection and salvage of paleontological resources and meets the minimum standards of the SVP (2010) for a Paleontological Resources Monitor. The duration and timing of the monitoring will be determined by the Qualified Paleontologist and the location and extent of proposed ground disturbance. If the Qualified Paleontologist determines that full-time monitoring is no longer warranted, based on the specific geologic conditions at the surface or at depth, he/she may recommend that monitoring be reduced to periodic spot-checking or cease entirely.

- d. **Fossil Discoveries.** In the event of a fossil discovery by the paleontological monitor or by construction personnel, whether or not a monitor is present, all work within 50 feet of the find shall cease. A Qualified Paleontologist shall evaluate the find before restarting construction activity in the area. If it is determined that the fossil(s) is (are) scientifically significant, the Qualified Paleontologist shall complete the following conditions to mitigate impacts to significant fossil resources:

Salvage of Fossils. If fossils are discovered, the paleontologist shall have the authority to temporarily direct, divert, or halt construction activity to allow the paleontological monitor, and/or lead paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the qualified paleontologist (or paleontological monitor) should recover them following standard field procedures for collecting paleontological resources as outlined in the PMMP prepared for the Proposed Project.

- e. **Preparation and Curation of Recovered Fossils.** Once salvaged, significant fossils shall be identified to the lowest possible taxonomic level, prepared to a curation-ready condition, and curated in a scientific institution with a permanent paleontological collection (such as the UCMP or LACM), along with all pertinent field notes, photos, data, and

maps. Fossils of undetermined significance at the time of collection may also warrant curation at the discretion of the Qualified Paleontologist.

- f. **Final Paleontological Mitigation Report.** Upon completion of ground disturbing activity (and curation of fossils if necessary) the Qualified Paleontologist shall prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration, and methods of the monitoring, stratigraphic sections, any recovered fossils, the scientific significance of those fossils, and where fossils were curated.

(b) Facts in Support of Findings

Mitigation Measure GEO-5 requires preparation and implementation of a Paleontological Mitigation and Monitoring Program (PMMP) for the Proposed Project. The PMMP will include measures requiring a pre-construction survey, a training program for construction personnel, paleontological monitoring, fossil salvage, curation, and final reporting to assure that unique paleontological resource or site or unique geologic feature would not be destroyed. The measure also requires a Worker Awareness Plan and monitoring of any such find of a unique paleontological, fossil or other similar artifact during construction. Therefore, this impact will be less than significant with mitigation.

D. GREENHOUSE GAS EMISSIONS

Impact GHG-1 (“Comparison of the Proposed Project to the Existing Plan Area Emissions Baseline”): Construction and operation of the Proposed Project would generate GHG emissions that may have a significant effect on the environment. (See discussion starting on Draft EIR Section 4.7; see also Final EIR pp. 4-15 to 4- and Appendices E and P.)

Construction and operation of the Proposed Project would result in an increase in GHG emissions from the Plan Area of approximately 14,873 MT of CO₂e per year. The EIR considers any increase in GHG emissions above baseline conditions to be cumulatively considerable. Therefore, because the Proposed Project would result in an increase in GHG emissions from the Plan Area of approximately 14,873 MT of CO₂e per year, impacts under the existing Plan Area emissions baseline would be significant and cumulatively considerable.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measures GHG-1(a) through GHG-1(d) and the associated Greenhouse Gas Reduction Plan (Final EIR Appendix P) are feasible and are adopted to reduce this impact to a less-than-significant level.

GHG-1(a) Construction Emissions Reductions. Prior to issuing grading permits for development within the Plan Area, the City of Seaside shall confirm that the project applicant or its designee shall fully mitigate the related construction and vegetation change GHG emissions associated with each grading permit (the “Incremental Construction GHG Emissions”) for a total of 49,974.6 MT CO₂e (100 percent of the construction-related GHG emissions) by relying upon one of the following compliance options, or a combination thereof:

- Directly undertake or fund activities that reduce or sequester GHG emissions (“Direct Reduction Activities”) and retire the associated “GHG Mitigation Reduction Credits” in a quantity equal to the Incremental Construction GHG Emissions. A “GHG Mitigation Reduction Credit” shall mean an instrument issued by an Approved Registry and shall represent the estimated reduction or sequestration of 1 MT of CO₂e that shall be achieved by a Direct Reduction Activity that is not otherwise required (CEQA Guidelines Section 15126.4(c)(3)). An “Approved Registry” is an accredited carbon registry that follows approved protocols and uses third-party verification. At this time, Approved Registries include only those that have been validated using the protocols of the Climate Action Registry, the Gold Standard, or the Clean Development Mechanism (CDM) of the Kyoto Protocol. Credits from other sources will not be allowed unless they are shown to be validated by protocols and methods equivalent to or more stringent than the CDM standards; or
- Obtain and retire “Carbon Offsets” in a quantity equal to the Incremental Construction GHG Emissions. “Carbon Offset” shall mean an instrument issued by an Approved Registry that satisfies the performance standards set forth in the GHG Reduction Plan and shall represent the past reduction or sequestration of 1 MT of CO₂e achieved by a Direct Reduction Activity or any other GHG emission reduction project or activity that is not otherwise required (CEQA Guidelines Section 15126.4(c)(3)).

- Alternatively, the applicant may elect to offset GHG construction emissions as part of the Greenhouse Gas Reduction Plan under Mitigation Measure GHG-1(d).

GHG-1(b) Residential EV Chargers. Prior to the issuance of residential building permits, the project applicant or its designee shall submit building design plans to City of Seaside for review and approval that demonstrate that each single-family residence within the Plan Area subject to application of Title 24, Part 6 of the California Code of Regulations would be equipped with a minimum of one single-port electric vehicle (EV) charging station.

The EV charging stations shall achieve a similar or better functionality as a Level 2 charging station. In the event that the installed charging stations use functionality/technology other than Level 2 charging stations, the parameters of the mitigation obligation (i.e., the number of parking spaces served by EV charging stations) shall reflect the comparative equivalency of Level 2 charging stations to the installed charging stations on the basis of average charge rate per hour. For purposes of this equivalency demonstration, Level 2 charging stations shall be assumed to provide charging capabilities of 25 range miles per hour.

GHG-1(c) Commercial EV Chargers. Prior to the issuance of commercial building permits, the project applicant or its designee shall submit building design plans to City of Seaside that demonstrate that the parking areas for commercial buildings in the Plan Area would be equipped with EV charging stations that provide charging opportunities to at least the number of parking spaces required by CalGreen Tier 1 standards. "Commercial buildings" include retail, light industrial, office, hotel, and mixed-use buildings.

The EV charging stations shall achieve a similar or better functionality as a Level 2 charging station. In the event that the installed charging stations use functionality/technology other than Level 2 charging stations, the parameters of the mitigation obligation (i.e., the number of parking spaces served by EV charging stations) shall reflect the comparative equivalency of Level 2 charging stations to the installed charging stations on the basis of average charge rate per hour. For purposes of this equivalency demonstration, Level 2 charging stations shall be assumed to provide charging capabilities of 25 range miles per hour.

GHG-1(d) Greenhouse Gas Reduction Plan for Operational Emissions. In

addition to Mitigation Measures GHG-1(b) and GHG-1(c), the project applicant shall prepare and implement a Greenhouse Gas Reduction Program (GGRP) that reduces GHG emissions to net zero over the operational life of the Proposed Project. To meet the net zero requirement the Proposed Project must reduce its operational GHG emissions by 12,874 MT of CO₂e per year, or otherwise demonstrate that GHG emissions are at or below Plan Area baseline. Draft EIR Table 4.7-4 (reproduced below) proposes a menu of measures that either singularly or in combination would accomplish the required numeric reductions.

Table 4.7-4 Summary of GHG Mitigation Options

Source Category	Mitigation Measure
Electricity	Solar photovoltaic panels on commercial rooftops
	Solar photovoltaic arrays over commercial parking lots
	Ground-mounted solar
	Battery storage of on-site solar energy production
	Zero net energy (ZNE) commercial and institutional buildings. ZNE, is defined by CEC in its 2015 Integrated Energy Policy Report as the value of the net energy produced by project renewable energy resources to equal the value of the energy consumed annually by the project using the CEC's Time Dependent Valuation metric.
Area Sources	Require use of electrically powered landscape equipment in the Plan Area
Mobile Sources	Install electric vehicle chargers at multi-family residential buildings
	Install additional electric vehicle chargers in single-family residences
	Install additional electric vehicle chargers in commercial parking lots
	Provide electric-powered hotel and hostel shuttles
	Provide a residential transportation demand management (TDM) program, which may include the following measures:
	- Guaranteed ride home from campus - TDM coordinator or website to provide transit information and/or coordinate ridesharing - Additional bicycle parking - Residential bike share
	Provide a commercial TDM program, which may include the following measures:
	- Priority parking for carpools and vanpools - TDM coordinator or website to provide transit information and/or coordinate ridesharing - Additional bicycle parking and/or shower and changing facilities - Bicycle sharing - Emergency ride home program
Vegetation Change	Plant trees in the Plan Area
Municipal Sources	Install LED streetlights in the Plan Area
Annual Carbon Offsets	Carbon offsets ¹

¹ If the project applicant chooses to meet some of the GHG reduction requirements by purchasing offsets on an annual and permanent basis, the offsets shall be purchased according to the City of Seaside's preference, which is, in order of City preference: (1) within the City of Seaside; (2) within the Monterey Bay Air Resources District; (3) within the State of California; then (4) elsewhere in the United States. Offsets must be purchased from an Approved Registry.

(b) Facts in Support of the Findings

The greenhouse gas emission reduction mitigation measures include several actions to reduce the Project's contribution to net zero, and thus less than significant. Such actions include but are not limited to reduction of total construction GHG emissions of 49,974.6 MT CO₂e through sequestration or offsets, equipping of residences with Electrical Vehicle recharge stations, placement of Electric Vehicle recharge stations in commercial areas, and preparing and implementing a Greenhouse Gas Reduction Plan that reduces greenhouse gas emissions to a net zero (reductions of 12,874 MT of CO₂e per year). Also, the Applicant has submitted a Greenhouse Gas Reduction Plan ("GGRP,"

Final EIR Appendix P) which identifies a suite of actions that would achieve compliance with Mitigation Measures GHG-1(a) and GHG-1(d).

E. HYDROLOGY AND WATER QUALITY

Impact HWQ-5: Development under the Proposed Project would significantly affect water quality and groundwater supply through construction and operational activities. (See discussion starting on Draft EIR Section 4.9; see also Final EIR p. 4-24.)

The potable water demand for the Proposed Project would exceed the allocations available to the Project. If groundwater pumping were to be increased to meet this demand without mitigation, this would potentially result in overdraft and lowered groundwater levels which would lead to seawater intrusion, which would decrease water quality by increasing salt concentrations (such as chloride, nitrogen, sodium, etc.).

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measure UTIL-1 is feasible and is adopted to reduce this impact to a less-than-significant level.

UTIL-1 Water Offset Programs. Mitigation Measure UTIL-1 text is included under Impact UTIL-1 below.

(b) Facts in Support of the Findings

To address the discrepancy between the Proposed Project's 441.6 AFY of potable water demand and the 180.6 AFY of available potable water supply, Mitigation Measure UTIL-1 requires the City to secure water supplies for the Proposed Project by offsetting potable water demands. Because the potable water demands of the Proposed Project would be offset by the City, the Proposed Project would not result in overdraft and lowered groundwater levels which would lead to seawater intrusion. The City is required to implement programs to supply a minimum of 261 AFY. To assure implementation, Mitigation Measure UTIL-1 provides that prior to issuance of a final subdivision map, the City shall demonstrate the offset of 261 AFY of potable water based upon available programs, and the applicant shall obtain written verification from MCWD that sufficient water supplies have been secured. Therefore, groundwater impacts will be less than significant with mitigation.

Within the Fort Ord Community, 6,600 acre-feet per year (AFY) of groundwater supply has been allocated among the land use jurisdictions by FORA. This 6,600 AFY represents the 1984 peak and the 1988-1992 average amount of potable water Fort Ord withdrew from the Salinas Basin. The City's portion of the FORA Allocation is 1,012.5 AFY, of which the City has sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY available. However, in many instances uses allocated water have utilized significantly less than their water allocation. For example, while approximately 4,316.44 AFY of the 6,600 AFY has been sub-allocated (committed), these committed uses only consumed 1,598.33 AFY in Fiscal Year 2018/2019. (FORA Annual Report Fiscal Year 2018-2019.)

The Proposed Project's water demand is approximately 441.6 AFY of potable water, and 45.83 AFY of on-site recycled water use. Mitigation Measure UTIL-1 has been proposed to offset the project's potable water consumption which is above the City's remaining FORA Allocation (441.6 AFY Project Demand – 180.6 AFY of the FORA Allocation). Consequently, UTIL-1 requires the project to offset 261 AFY, and contains several options to achieve this goal, including but not limited to (1) the Bayonet and Blackhorse Golf Course in-lieu storage program (up to 450 AFY), (2) Seaside Highlands and Super Field recycled water substitution program (53.1 AFY), (3) Main Gate Recycled Water (see FEIR Response 14.1.

Reliance upon the City's portion of the 6,600 AFY allocations is interpedently supported by (1) the specialized statutory baseline procedures provided under Pub. Res. Code § 21083.8.1, which allow the City to set the baseline water consumption at the time the decision to close Fort Ord, i.e. 6,600 AFY (DEIR Sections 3.3 and 4.16.1, FEIR Response 10.7), and (2) MCWRA's Long-Term Management Plan and the groundwater sustainability planning process which are designed to ensure the reliability of the 6,600 AFY (Draft EIR page 4.16-20; Appendix M1, Section 5.3 ["Reliability of Water Supply and the Regional 6,600 AFY Allocation"].) Each approach is an independent basis for upholding the EIR's conclusions that Impact HWQ-5 and UTIL-1 would be mitigated to less than significant with mitigation.

F. NOISE

Impact N-1: Construction of the Proposed Project would cause a substantial temporary increase in ambient noise levels at sensitive receptors. (See discussion starting on Draft EIR Section 4.11, Final EIR Responses 1.8 and 6.3.)

Construction activity at a distance of 50 feet from sensitive receptors would

generate noise levels up to an estimated 89 dBA Leq during building construction, 88 dBA Leq during grading, and 86 dBA Leq during site preparation and paving. Construction noise also would reach an estimated 75 dBA Leq at a distance of 250 feet. Construction noise would temporarily exceed existing peak-hour ambient noise levels in and near the Plan Area, which range from 54.5 to 73.0 dBA Leq. Therefore, construction noise would disturb nearby sensitive receptors, resulting in a significant impact without mitigation.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measure N-1 is feasible and is adopted to reduce this impact to a less-than-significant level.

N-1 Construction-Related Noise Reduction Measures. The applicant shall apply the following measures during construction of the Proposed Project.

- **Mufflers.** Construction equipment shall be properly maintained and all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds, as applicable, shall be in good condition and appropriate for the equipment. During construction, all equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers, consistent with manufacturers' standards.
- **Electrical Power.** Electrical power, rather than diesel equipment, shall be used to run compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.
- **Equipment Staging.** All stationary equipment shall be staged as far away from the adjacent sensitive receptors as feasible.
- **Equipment Idling.** Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use.
- **Workers' Radios.** All noise from workers' radios shall be controlled to a point that they are not audible at sensitive receptors near construction activity.
- **Smart Back-up Alarms.** Mobile construction equipment shall have smart back-up alarms that automatically adjust the sound level of the alarm in response to ambient noise levels. Alternatively, back-up alarms shall be

disabled and replaced with human spotters to ensure safety when mobile construction equipment is moving in the reverse direction.

- **Disturbance Coordinator.** The applicant shall designate a disturbance coordinator who shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site.
- **Temporary Sound Barriers.** For construction activities located directly adjacent to sensitive receptors, temporary sound barriers shall be installed and maintained by the construction contractor between the construction site and adjacent residences during the demolition, site preparation, and grading phases of construction. Temporary sound barriers shall consist of either sound blankets or other sound barriers/techniques such as acoustic padding or acoustic walls placed near adjacent residential buildings that have been field-tested to reduce noise by least 15 dBA. Barriers shall be placed such that the line-of-sight between noise-generating construction equipment and adjacent sensitive land uses is blocked, and shall be placed as close to the source equipment as feasible.

(b) Facts in Support of the Findings

Mitigation Measure N-1 requires the use of the best available noise control techniques, as well as requiring alternatives to the use of pneumatic power tools, limitations of idling construction vehicles and limiting the noise from works radios. Mitigation Measure N-1 also includes construction of temporary sound barriers for construction activities directly adjacent to sensitive receptors to reduce noise by least 15 dBA. With implementation of Mitigation Measure N-1, short-term construction noise impacts would therefore not result in substantial temporary increases in noise levels, and impacts to sensitive receptors will be reduced to a less than significant level.

Impact N-2: The Project will result in an increase in ground-borne vibration that would expose persons to excessive ground-borne vibration or ground-borne noise levels. (See discussion starting on Draft EIR Section 4.11.)

Construction activity could generate vibration levels approaching 80 VdB at the Monterey College of Law and the Monterey Peninsula College Public Safety

Training Center educational institutions. Estimated vibration within 100 feet of the Monterey College of Law and the Monterey Peninsula College Public Safety Training Center could exceed the FTA's criterion of 75 VdB for institutional land uses with primary daytime use, such as schools and churches. Therefore, without mitigation, the Proposed Project would have a significant impact from groundborne vibration or related ground-borne noise.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measure N-2 is feasible and is adopted to reduce this impact to a less-than-significant level.

N-2 Vibration Reduction Measures. The on-site operation of caisson drills, large bulldozers, loaded trucks, and other equipment that typically generates vibration levels exceeding 75 VdB at a distance of 50 feet from the source ("vibrational construction work") shall be prohibited during construction activities within 100 feet of the structures where academic/training classes are occurring at Monterey College of Law and the Monterey Peninsula College Public Safety Training Center, while these institutions have scheduled academic/training classes. The applicant shall consult with these institutions to obtain input on the best time of year for the project's vibrational construction work to occur within 100 feet of their structures and copies of their academic calendars if available. If certain times of year meet these criteria for one institution, but not the other, vibration-related construction work can occur within 100 feet of the non-operational institution, so long as vibration-related construction work does not occur within 100 feet of the other institution's academic/training structures.

(b) Facts in Support of the Findings

Mitigation Measure N-2 would prohibit the use of construction equipment that generates vibration levels exceeding the FTA's criterion of 72 VdB at institutional uses at sites in proximity to the Monterey College of Law and the Monterey Peninsula College Public Safety Training Center. This measure would also require the use of smaller bulldozers within 100 feet of the affected land use. Small bulldozers would generate estimated vibration levels of 51 VdB at a distance of 50 feet, which would not exceed the applicable criterion of 72 VdB. With implementation of Mitigation Measure N-2, school activity at the Monterey College of Law and the Monterey Peninsula College Public Safety Training Center would not be exposed to daytime vibration levels exceeding 72 VdB during construction

activity in the Plan Area. Therefore, this impact will be less than significant with mitigation.

G. TRIBAL CULTURAL RESOURCES

Impact TCR-1. The Proposed Project could impact previously unidentified tribal cultural resources. (See discussion starting on Draft EIR Section 4.15.) There is potential that the Proposed Project could encounter and disturb unknown tribal cultural resources during the construction process. If unknown tribal cultural resources are encountered during construction activities, there is a potential to result in the destruction, damage, or loss of the resources.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measures CUL-2(a) and CUL-2(b) are feasible and are adopted to reduce this impact to a less-than-significant level.

CUL-2(a) Worker's Environmental Awareness Program. Mitigation Measure CUL-2(a) text is included under Impact CUL-2 above.

CUL-2(b) Unanticipated Discoveries. Mitigation Measure CUL-2(b) text is included under Impact CUL-2 above.

(b) Facts in Support of the Findings

Mitigation Measure CUL-2(a) requires a worker's environmental awareness program to help ensure potentially significant archaeological resources, including tribal cultural resources, are identified and appropriately treated during Project construction. Mitigation Measure CUL-2(b) requires special protocols to be followed for undiscovered archeological resources to determine whether they are significant archaeological and/or tribal cultural resources, including tribal consultation if the resource is of Native American origin. In that event, a site-specific treatment plan to avoid substantial adverse changes consistent with CEQA guidance and requirements is required, assuring the impact would be mitigated to less than significant levels.

H. UTILITIES AND SERVICE SYSTEMS

Impact UTIL-1. The potable water demand for the Proposed Project would exceed the allocations available to the Project. (See discussion starting on Draft EIR Section 4.16; see also Final EIR pp. 4-27 to 4-29.)

The City has an existing potable water allocation of Salinas Valley Groundwater of 1,012.5 AFY (from the 6,600 AFY regional allocation), and has previously sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY available. Based on the calculations in the WSA, the available water supply of 180.6 AFY is not sufficient to meet the Proposed Project's potable water demand of 441.6 AFY. If groundwater pumping were to be increased to meet this demand without mitigation, this would potentially result in overdraft and lowered groundwater levels which would lead to seawater intrusion, which would decrease water quality by increasing salt concentrations.

(a) Findings

The City Council hereby finds that changes or alterations have been required in, or incorporated into, the Proposed Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Specifically, Mitigation Measure UTIL-1 is feasible and is adopted to reduce this impact to a less-than-significant level.

UTIL-1 Water Offset Programs. To address the discrepancy between the Proposed Project's 441.6 AFY of potable water demand and the 180.6 AFY of available potable water supply, the City shall secure the additional water supplies needed for the Proposed Project. To do so, the City shall implement programs to supply a minimum of 261 AFY. Programs to achieve this include, but would not be limited to:

- Bayonet and Blackhorse Golf Courses in-lieu storage and recovery program, which would replace up to 450 AFY, as outlined in Court's October 25, 2019 Order and Motion for Approval of In Lieu Groundwater Storage Program.
- Seaside Highlands and Soper Field recycled water substitution program to offset 53.1 AFY of potable water use. The Seaside Highlands development was constructed with recycled water mains to supply the landscape irrigation systems. This system is currently fed with potable water, but recycled water will be available within the next few years. Providing recycled water for irrigation of that project would make up to 43.1 AFY of potable supply available for reallocation from Seaside Highlands. An additional 10 AFY may be made available by converting the City's Soper Field sports complex (adjacent to Seaside Highlands) to recycled water.
- Main-Gate offset program, which would require the previously approved Main-Gate project to utilize 42.99 AFY of recycled water in-lieu of previously allocated potable water supply.

- The City may also require dual-plumbing of buildings to use recycled water for sanitary fixtures (flushing toilets and urinals), which will offset potable water demand with recycled water.

Prior to issuance of a final map, the City shall demonstrate the offset of 261 AFY of potable water based upon available programs, and shall obtain written verification from MCWD that sufficient water supplies have been secured.

Within the Fort Ord Community, 6,600 acre-feet per year (AFY) of groundwater supply has been allocated among the land use jurisdictions by FORA. This 6,600 AFY represents the 1984 peak and the 1988-1992 average amount of potable water Fort Ord withdrew from the Salinas Basin. The City's portion of the FORA Allocation is 1,012.5 AFY, of which the City has sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY available. However, in many instances uses allocated water have utilized significantly less than their water allocation. For example, while approximately 4,316.44 AFY of the 6,600 AFY has been sub-allocated (committed), these committed uses only consumed 1,598.33 AFY in Fiscal Year 2018/2019. (FORA Annual Report Fiscal Year 2018-2019.)

The Proposed Project's water demand is approximately 441.6 AFY of potable water, and 45.83 AFY of on-site recycled water use. Mitigation Measure UTIL-1 has been proposed to offset the project's potable water consumption which is above the City's remaining FORA Allocation (441.6 AFY Project Demand – 180.6 AFY of the FORA Allocation). Consequently, UTIL-1 requires the project to offset 261 AFY, and contains several options to achieve this goal, including but not limited to (1) the Bayonet and Blackhorse Golf Course in-lieu storage program (up to 450 AFY), (2) Seaside Highlands and Super Field recycled water substitution program (53.1 AFY), (3) Main Gate Recycled Water (see FEIR Response 14.1.

Reliance upon the City's portion of the 6,600 AFY allocations is interpedently supported by (1) the specialized statutory baseline procedures provided under Pub. Res. Code § 21083.8.1, which allow the City to set the baseline water consumption at the time the decision to close Fort Ord, i.e. 6,600 AFY (DEIR Sections 3.3 and 4.16.1, FEIR Response 10.7), and (2) MCWRA's Long-Term Management Plan and the groundwater sustainability planning process which are designed to ensure the reliability of the 6,600 AFY (Draft EIR page 4.16-20; Appendix M1, Section 5.3 ["Reliability of Water Supply and the Regional 6,600 AFY Allocation"].) Each approach is an independent basis for upholding the EIR's conclusions that Impact HWQ-5 and UTIL-1 would be mitigated to less than

significant with mitigation.

(b) Facts in Support of the Findings

To address the discrepancy between the Proposed Project's 441.6 AFY of potable water demand and the 180.6 AFY of available potable water supply, Mitigation Measure UTIL-1 requires the City to secure water supplies for the Proposed Project by offsetting potable water demands. Because the potable water demands of the Proposed Project would be offset by the City, the Proposed Project would not result in overdraft and lowered groundwater levels which would lead to seawater intrusion. The City is required to implement programs to supply a minimum of 261 AFY. To assure implementation, Mitigation Measure UTIL-1 provides that prior to issuance of a final subdivision map, the City shall demonstrate the offset of 261 AFY of potable water based upon available programs, and the applicant shall obtain written verification from MCWD that sufficient water supplies have been secured. Therefore, water supply impacts will be less than significant with mitigation.

VI PROJECT ALTERNATIVES

CEQA requires an EIR to describe a range of reasonable alternatives to the project, or project location, that would feasibly attain most of the project's basic objectives, but would avoid or substantially lessen the project's significant environmental effects. (CEQA Guidelines § 15126.6(a).) The objectives of the Proposed Project are:

- **Objective 1:** To develop a variety of building types and uses, including entertainment, retail, housing, visitor lodging, and employment space with sufficient resident population in proximity to proposed commercial uses to support a viable Mixed Use Urban Village.
- **Objective 2:** Provide shopping, employment, and housing opportunities for households of various sizes and income levels, in close proximity to one another and the CSUMB campus, and to reduce vehicle miles traveled on a per capita basis.
- **Objective 3:** Centrally focus commercial development, typical of historic main streets.
- **Objective 4:** To create a vibrant multi-modal transportation network, including improvements which encourage pedestrian and bicycle activity.

- **Objective 5:** To expand the City of Seaside's retail and employment opportunities, including the creation of employment space and live/work space capable of supporting startup businesses.
- **Objective 6:** To create a project, including a land use mix and phasing, that is responsive to market demand and results in an economically viable development that can support the infrastructure investment needed to transform the Plan Area to civilian use.

The Proposed Project and the associated objectives are also designed to address statewide planning efforts. The legislature has adopted findings that "the lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California... (3) Among the consequences of those actions are.... reduced mobility, urban sprawl, excessive commuting, and air quality deterioration" (Gov. Code Section 65589.5(a)). The Legislature also recently adopted findings that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5(a)(2)(A) [AB 3194 (2018)]). The State Legislature has also acknowledged that there is a "need to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking distance to mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing interests" (Gov. Code Section 65088.4 [SB743 (2013)]).

An EIR's "range of alternatives" is governed by the "rule of reason," which requires the EIR to describe and consider only those alternatives necessary to permit informed public participation, and an informed and reasoned choice by the decision-making body (CEQA Guidelines §§ 15126.6(a), (f). Also, CEQA Guidelines § 15126.6(e)(1) requires an EIR to describe and analyze a no project alternative "to allow decision makers to compare the impacts of approving the project with the impacts of not approving the project."

Public Resources Code § 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." CEQA Guidelines § 15364 adds another factor: "legal" considerations. (See also *Citizens of Goleta Valley v. Board of Supervisors* ("Goleta II") (1990) 52 Cal.3d 553, 565.) The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (*City of Del Mar v. City of San Diego* (1982)

133 Cal.App.3d 410, 417.) “[F]easibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors.” Alternatives and mitigation measures may also be determined to be infeasible if they do not “fully satisfy the objectives associated with a proposed project” or are “undesirable from a policy standpoint.” (*California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957.)

Although the following sections discuss findings rejecting alternatives, it is important to note that CEQA does not require the City to make such findings for this Project’s EIR. Findings rejecting alternatives are not required if all of a project’s significant effects will be avoided or substantially lessened by mitigation measures. *Laurel Hills Homeowners Association v City Council* (1978) 83 Cal.App. 3d 515,521; *Rio Vista Farm Bureau Center v, County of Solano* (1992) 5 Cal.App. 4th 351, 379. Based on the analysis in the EIR all of the Project’s significant impacts can be reduced to less than significant level with the implementation of mitigation. Feasible mitigation is being adopted for all significant impacts in the following CEQA resource topics: biological resources, cultural resources, geology and soils, greenhouse gas emissions, hydrology and water quality (groundwater), noise, tribal cultural resources, and utilities.

As discussed in Draft EIR Section 6.1.3, the Draft EIR considered but rejected from detailed consideration an alternative site alternative. There were no other available alternative sites identified that could feasibility meet specific location, size, access, and availability siting criteria. In addition, an alternative site was found not to meet five of the six basic Project objectives because the vision for the Project site established by the Fort Ord Base Reuse Plan would not be achieved.

The Draft EIR provided detailed evaluation of the following Alternatives:

- Alternative 1: No Project (See Draft EIR Section 6.3)
- Alternative 2: Reduced Buildout, Clustered Development (See Draft EIR Section 6.4)
- Alternative 3: Increased Housing Density and Employment (See Draft EIR Section 6.5)

The City Council finds that a good faith effort was made to evaluate all feasible alternatives in the EIR that are reasonable alternatives to the Project and could feasibly obtain most of the basic objectives of the Project, even when alternatives might impede attainment of the Project objectives and might be more costly. As a result, the scope of alternatives analyzed in the Final EIR is not unduly limited or narrow. The City Council also finds that all reasonable alternatives were reviewed, analyzed, and discussed in the review process of the EIR and the ultimate decision on the Project.

The below discussion summarizes each alternative, describes its impacts compared to the Proposed Project, and describes the reasons for its rejection.

A. ALTERNATIVE 1: NO PROJECT

1. Summary of Alternative (see Draft EIR section 6.3.1)

The No Project Alternative assumes that the Proposed Project is not approved, and development of the Campus Town Plan Area would not occur. Consequently, under this alternative there would be no development of the proposed single-family and multi-family housing, hotel, hostel beds, retail, dining, and entertainment uses, and office, flex, and makerspace and light industrial uses. FORA would continue its ongoing building removal activities for the remainder of unused structures in the Plan Area. It is assumed that the resulting vacant lots would be periodically subject to weed abatement. The balance of the Plan Area would remain in its current physical condition, as underutilized former Fort Ord land.

2. Finding and Reasons for Rejection

The City Council hereby finds that failure to meet any of the Project objectives justifies rejection of Alternative 1 as infeasible. Also, even without considering alternatives, all of the Proposed Project's significant impacts can be reduced to less than significant level with the implementation of proposed mitigation measures; therefore, CEQA does not require a finding rejecting Alternative 1.

B. ALTERNATIVE 2: REDUCED BUILDOUT/CLUSTERED DEVELOPMENT

1. Summary of Alternative (see Draft EIR section 6.4.1)

Alternative 2 would reduce the amount of development in terms of square footage and units provided and reduce the Project footprint by preserving the oak tree woodland as public open space. Residential development; retail, dining and entertainment uses; and office, flex, makerspace and light industrial uses would be reduced. The percentage reductions are sufficient to provide a reduced footprint and preserve additional open space, and incrementally reduce impacts, while maintaining the key functionality of the Specific Plan.

2. Finding and Reasons for Rejection

Alternative 2 would not fully meet the project objectives as well as the Proposed Project. The City Council hereby finds that Alternative 2's failure to meet the project objectives to the same extent as the Proposed Project makes this alternative undesirable from a policy standpoint, and justifies rejection of Alternative 2 as infeasible. Specifically, Alternative 2 would

substantially reduce the Proposed Project's residential development; retail, dining and entertainment uses; and office, flex, makerspace and light industrial uses. These reductions substantially impair the ability of Alternative 2 to achieve the basic Project objectives, including Objectives (1) through (6).

In addition, even without considering alternatives, all of the Proposed Project's significant impacts can be reduced to less than significant level with the implementation of proposed mitigation measures. Therefore, CEQA does not require a finding rejecting Alternative 2.

C. ALTERNATIVE 3: INCREASED HOUSING DENSITY AND EMPLOYMENT

1. Summary of Alternative (see Draft EIR section 6.5.1)

Alternative 3 is intended to use the same development footprint as the Proposed Project, while maximizing the potential intensity of uses, with an emphasis on employment-generating uses. The Alternative would provide an increase in housing units to accommodate more of the region's housing needs, and also provide an increase in employment generating uses within the same footprint as the Proposed Project. The number of residential units would be increased by 25 percent, focusing on an increase in the number of multi-family units. Retail, dining and entertainment; and office, flex, makerspace and light industrial uses would also increase to generate additional employment.

2. Finding and Reasons for Rejection

The City Council hereby finds that Alternative 3's greater localized significant environmental impacts justify rejection of Alternative 3. Also, even without considering alternatives, all of the Proposed Project's significant impacts can be reduced to less than significant level with the implementation of proposed mitigation measures. Therefore, CEQA does not require a finding rejecting Alternative 3.

VII GROWTH-INDUCEMENT

As discussed in Draft EIR Sections 4.12, *Population and Housing*, and 5.1, *Growth Inducement*, buildout of the Proposed Project would introduce up to 1,485 housing units, 250 hotel rooms, 75 youth hostel beds, 150,000 square feet (sf) of retail, dining, and entertainment uses, and 50,000 sf of office, flex, makerspace, and light industrial/manufacturing, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), and supporting infrastructure. Based on the average of 3.30 persons

per household in the City of Seaside and standard employee generation rates, the Proposed Project would add up to approximately 4,900 residents and 751 jobs. Table 5-1 compares the anticipated growth under the Proposed Project to the City's Draft Seaside 2040 and 2040 Association of Monterey Bay Area Governments (AMBAG) projections. Population and housing associated with the Proposed Project would be within population projections in the City's 2004 General Plan and Draft Seaside 2040 projections but would exceed AMBAG's 2018 Regional Growth Forecast (2018 RGF) projections for the year 2040 (AMBAG 2018). The Proposed Project would slightly exceed ABMAG's population and housing unit projections by 1,368 and 58, respectively. Employment growth would be within the employment projections of the Draft Seaside 2040 and AMBAG 2018 RGF projections.

However, Draft Seaside 2040 provides a framework for guided, well-planned growth. One of the major strategies of Draft Seaside 2040, Strategy 6, is to build a "campus town" adjacent to CSUMB. The City's strategy focuses on the opportunity to capitalize on the adjacency of CSUMB by providing campus-supporting uses, including jobs, retail, entertainment, and services for students; providing students with diverse housing options, new community parks, and safe and convenient walking and biking paths with easy access to CSUMB; and expanding the number and diversity of jobs in Seaside by attracting R&D, industrial, and "makerspace" uses close to the university. Furthermore, Draft Seaside 2040 Goal LUD-1 encourages an urban form and structure that enhances the quality of life of residents, meets the community's vision for the future, and weaves new growth areas together with long-established Seaside neighborhoods. Goal LUD-1 is to create a "Campus Town" adjacent to CSUMB that provides for higher-density housing, R&D and employment areas, retail and entertainment uses, and active parks and recreational spaces to support CSUMB students and faculty, as well as permanent Seaside residents.

Some of this population increase would be the result of students moving to the area to attend CSUMB. The current enrollment is approximately 7,500 (CSUMB 2019). According to the Draft Comprehensive Master Plan (June 2017), in order to achieve the targeted enrollment of 12,700 FTE, the university will need to significantly expand its building inventory. The immediate needs are somewhat alleviated by recent and ongoing construction (i.e., Promontory housing, the Gambord Business and Information Technology Building, and both the Student Union and Academic III), but this construction does not yet meet the needs of the university's current enrollment. The 2007 CSUMB Master Plan² recommends land use and building strategies that will increase institutional capacity to accommodate 12,700 FTE, and will house 60 percent of students and 65 percent of faculty and staff on campus. The housing included in the Proposed Project would help accommodate some of the immediate student housing needs anticipated in the 2007 CSUMB Draft Master Plan and beyond (CSUMB 2017).

The Specific Plan implements the vision set forth in Draft Seaside 2040 for creation of a "campus town." Specific Plan Goal 1.2.1 is to create a Mixed-Use Urban Village that is

experienced as being seamlessly connected to its adjacent neighborhoods. Specific Plan Goal 1.2.2 is to create a centrally focused commercial development on the Urban Village typical of historic “main streets.” Furthermore, the Specific Plan includes Form-based development standards and guidelines, that are customized to deliver development consistent with the community’s vision for its future. Goals and policies work in tandem with and refine those of the Fort Ord Reuse Authority’s Base Reuse Plan and its Regional Urban Design Guidelines. The Proposed Project accommodates growth planned at CSUMB and replaces former housing and activity that existed within the Plan Area as part of the former military base. Further, the Plan Area is infill development and would not extend infrastructure to induce further development in hinterland areas. The Proposed Project would reduce the potential for uncontrolled growth in the region due to the demand for housing to accommodate general growth and growth associated with CSUMB’s enrollment goals and the environmental impacts associated with uncontrolled growth and urban sprawl.

Finally, the legislature has adopted findings that “the lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California... (3) Among the consequences of those actions are.... reduced mobility, urban sprawl, excessive commuting, and air quality deterioration” (Gov. Code Section 65589.5(a)). The Legislature also recently adopted findings that “California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state’s environmental and climate objectives” (Gov. Code Section 65589.5(a)(2)(A) [AB 3194 (2018)]). The Proposed Project includes the development of residential units within the Plan Area, which would aid in increasing the total number of available housing units within the City of Seaside. Additionally, the Proposed Project would provide affordable housing consistent with the City’s inclusionary housing ordinance (Seaside Municipal Code Sections 17.32 and 17.33).

While the Proposed Project would result in limited short-term construction employment opportunities, the City had an unemployment rate of 3.2 percent in 2017 and the County had an unemployment rate of 7.2 percent. Additionally, regional construction jobs occur on a temporary basis which allows construction workers to move onto new jobs in the region. Given these factors, it is anticipated that there is a sufficient construction work force within the AMBAG region to meet the Proposed Project’s needs. While some construction workers may choose to temporarily stay within the City, it is assumed that the majority of workers would remain in their current residences within the AMBAG region, and few would require the accommodations of hotels and motels in the City. Therefore, construction of the Proposed Project would not result in the need for additional housing and services.

As described in Section 2, Project Description, buildout of the Proposed Project requires

provision of new and upgraded utility infrastructure to meet the needs of the site residents and tenants. Improvements include water, sewer, storm drain, electrical, natural gas and communications infrastructure as well associated connections necessary to serve project buildings. This new infrastructure would be provided in a previously developed military base. The on-post resident population for those portions of Fort Ord within Seaside's City limits was approximately 17,139 people (FORA 1997). Under the Fort Ord Reuse Authority Act, the Legislature's stated intent for the reuse of the Fort Ord base includes minimizing the disruption caused by the base's closure on the civilian economy and the people of Monterey Bay area and providing for the reuse and development of the base area in ways that enhance the economy and quality of life of the Monterey Bay community.

The infrastructure lines proposed on-site would be placed in public street rights-of-way or within easements and would be publicly owned. The proposed facility upgrades would be sized to serve Proposed Project needs and would not be intended to serve other development outside the Plan Area. Therefore, the proposed infrastructure and facilities to accommodate Proposed Project buildout would accommodate development within the Plan Area, and would accommodate growth planned at CSUMB.

VIII FINDINGS REGARDING MITIGATION MEASURES AND ALTERNATIVES SUGGESTED IN DRAFT EIR COMMENTS

During the Draft EIR's public review process, various commenters recommended certain mitigation measures or alternatives which were not incorporated into the Final EIR. Any of the mitigation measures that were suggested by commenters but not incorporated into the Project are infeasible in part because such measures are unnecessary to reduce or avoid a significant impact, would impose limitations and restrictions on the Project so as to prohibit attainment of the project objectives. This includes but is not limited to the following:

A. Findings Regarding Proposed Mitigation Measures

Freeway Ramp Operational Improvements. To improve operations, one commenter suggested improvements to freeway ramps, such as the addition of ramp meters, to improve operations and lessen impacts to the State highways system (see Final EIR Comment 4.3). The EIR analyzed transportation impacts and found the impact to be less than significant. The City Council hereby rejects the proposed mitigation on the basis that because the Project would have less than significant impacts related to transportation no mitigation measures such as ramp meters are required, and for the additional reasons set forth in Response to Comment 4.3.

Efficient Construction and Tree Remover Equipment. One commenter recommends that construction and tree remover equipment conform to the Air Resources

Board's Tier 3 or Tier 4 emission standards as well as the use of alternative fuels such as compressed natural gas, propane, electricity or biodiesel (see Final EIR Comment 8.3). The EIR analyzed air quality impacts and found that there is a less than significant impact to air quality and thus, no mitigation is required. Therefore, the City Council hereby rejects the proposed mitigation measure because no mitigation is required, and for the additional reasons set forth in Response to Comment 8.3.

Reduction of Energy Consumption. In response to reducing the Project's impacts in regard to energy consumption, one commenter suggested additional project requirements (see Final EIR Comment 15.1). Commenter's proposed mitigation measures include carbon-free electricity for electric meters; carbon free electric vehicles and appliances; hybrid electric-heat pump water heaters; prohibition of natural-gas appliances; insurance of sufficient electricity-distribution capacity and wiring to the Project. The EIR identified that impacts associated with the consumption of energy resources or conflicting state or local plans for renewable energy and energy efficiency are less than significant; thus, no mitigation measures are required or energy impacts. For further discussion and reasons why commenter's energy consumption requirements were not included as mitigation measures for GHG emission impacts, see the Final EIR, Chapter 3, Response to Comments, specifically response to Comment 15.1. The City Council hereby rejects the proposed mitigation measure for GHG impacts on the basis that it is not required because existing Draft EIR mitigation measures proposed for adoption avoid the Project's significant GHG impacts, and for the additional reasons set forth in Response to Comment 15.1.

GHG Emission Mitigation Measures. To address the Project's GHG emission impacts, two commenters recommended inclusion of additional mitigation measures to reduce GHG emission impacts.

One commenter recommended twenty additional GHG mitigation measures be considered (see Final EIR Comment 10.3). The commenter offers no evidence that the mitigation measures included in this long list are feasible or applicable to the Proposed Project, and as such, the City is under no obligation to evaluate each of them individually in the Final EIR. See *Santa Clarita Organization for Planning the Environment v. City of Santa Clarita* (2011) 197 Cal.App.4th 1042, 1055 (["Considering the large number of possible mitigation measures set forth in the letter [50 suggestions], as well as the letter's indication that not all measures would be appropriate for every project, it is unreasonable to impose on the city an obligation to explore each and every one."] Nevertheless, the City has evaluated

each proposed mitigation measure, and for further discussion and reasons why the suggestions are unnecessary, see the Final EIR Response to Comment 10.3.

Another commenter recommended other mitigation measures that could be imposed to reduce GHG impacts and suggested the EIR analyze mitigation measures listed in Attachment 3 of Office of Planning and Research's "CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review" (see Final EIR Comment 13.7). Again, the City is not obligated to evaluate a long list of GHG mitigation measures that are not shown to be feasible or applicable to the Proposed Project.

The EIR found that the Project would generate GHG emissions that may have a significant impact on the environment; however, impacts would be less than significant with mitigation incorporated. The City has proposed implementing Mitigation Measures GHG-1(a) through GHG-1(d), which would be imposed as enforceable conditions of approval. These mitigation measures include specific performance standards to achieve net zero emissions.

Since publication of the Draft EIR, the Project applicant has prepared a Greenhouse Gas Reduction Plan (GGRP), which identifies a suite of actions that would achieve compliance with Mitigation Measures GHG-1(a) and GHG-1(d) included in the Draft EIR and achieve net zero emissions. The GGRP is included as Appendix P to the Final EIR, and includes the requirement for the Project to include electric vehicle chargers, solar on non-residential buildings, and plant trees.

As an additional reason for rejecting the mitigation measures suggested by comments 10.3 and 13.7, the City Council hereby rejects the proposed mitigation measures because with Mitigation Measures GHG-1(a) and GHG-1(d), and the GGRP, the Project would result in net zero emissions, and thus there would be no further GHG impacts to mitigate.

Dust Suppression Techniques. One commenter suggested the addition of dust suppression techniques from MBARD CEQA Guidelines (8.2) Mitigating Construction Emissions, which include the use of haul trucks with at least 2/0" of freeboard, the covering of inactive storage piles, application of non-toxic binders to exposed areas after cut and fill operations, and street sweeping if there is visible soil material carried out from the construction site (see Final EIR Comment 8.2). The EIR analyzed Project construction activities in Table 4.2-5 and found that construction activities would generate maximum daily emissions of approximately 36.9 pounds of PM10, which would not exceed MBARD's threshold of 82 pounds of PM10 per day. Therefore, the addition of dust suppression mitigation measures for

construction emissions as recommended by MBARD is not needed to address a significant environmental impact. The City Council hereby rejects the proposed mitigation measure on the basis that it is unnecessary because the Project would not result in potentially significant air quality impacts, and for the additional reasons set forth in Response to Comment 8.2.

Prohibition of Water Usage from Deep Aquifer. To mitigate the Project's impacts on the Deep Aquifer, one commenter suggested a prohibition from using water from the Deep Aquifer (see Final Comment 9.5). The EIR analyzed the Project's effects on water quality and groundwater supply and determined that impacts would be significant without mitigation. However, the mitigation measure UTIL-1 Water Offset Programs will address the discrepancy between the Project's potable water demand and available potable water supply by securing the additional water supplies needed for the Project. The City Council hereby rejects the proposed mitigation on the basis that mitigation has been identified in the EIR to reduce the Project impact on water quality and groundwater supply to a less than significant level, and for the additional reasons set forth in Response to Comment 9.5. Furthermore, use of the Deep Aquifer, has been implemented to reduce rates of historic seawater intrusion from the 180-foot and 400-foot aquifers.

Mitigation Measure Ensuring Construction of New Fire Station. One commenter recommended an exacting and precise mitigation measure to ensure the new fire station will be operational before the old fire station is demolished and located in an area to preserve the response time standard (see Final EIR Comment 13.9). The Draft EIR found less than significant impacts relating to Impact HAZ-5, relating to substantial interference with implementation of emergency response plans, and found there was no significant impact related to evacuation routes and emergency response plans. Therefore, the City Council hereby rejects the proposed measure because it would not reduce or avoid a significant impact, and for the additional reasons set forth in Response to Comment 13.9.

Cost-Effective Features for Affordable Housing. One commenter recommended that, within the Project Area, multi-story medium-quality apartments contain moderately-priced fixtures as well as vinyl flooring and countertops instead of hardwood, stone, or tile flooring and countertops (see Final EIR Comment 15.2). The commenter's suggestion pertains to a preference for specific materials; however, to the extent that the commenter's suggests an alternative, CEQA states that an EIR must describe a range of reasonable alternatives to the project or to its

location but need not discuss every alternative to the project. Instead, an EIR should present “a reasonable range of potentially feasible alternatives.” 14 Cal. Code Regs., § 15126.6(a). Additionally, an EIR is not required to consider alternatives to a component of a project and should instead focus on alternatives to the project as a whole. (See *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957; see also *Big Rock Mesas Property Owners Association v. Board of Supervisors* (1977) 73 Cal.App.3d 218, 227.) The City Council hereby rejects the proposed alternative on the basis that it is not required, because there is no evidence that this type of alternative would reduce the Project’s significant impacts, and for the additional reasons set forth in Response to Comment 15.2.

Recycled Water Project and Percolation Ponds. One commenter recommended the EIR analyze the alternative of transferring stormwater run-off to a local recycled water project in addition to the use of percolation ponds because it would be more cost effective and allow for more flexibility (see Final EIR Comment 1.26). The City Council hereby rejects this alternative because it is not considered feasible and would not reduce or avoid a significant impact, and for the additional reasons set forth in Response to Comment 1.26.

IX. FINDINGS THAT RECIRCULATION OF THE EIR IS NOT REQUIRED

Under CEQA Guidelines § 15088.5, recirculation of an EIR is required when “significant new information” is added to the EIR after public notice is given of the availability of the Draft EIR for public review but prior to certification of the Final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project’s proponents have declined to implement. “Significant new information” requiring recirculation includes, for example, a disclosure showing that:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project’s proponents decline to adopt it.
- The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Recirculation is not required where the information added to the EIR merely clarifies, amplifies, or makes insignificant modifications to an adequate EIR. Chapters 2 and 3 of the Final EIR includes the comments received on the Draft EIR and responses to those comments. The focus of the responses to comments is on the disposition of significant environmental issues as raised in the comments, as specified by CEQA Guidelines § 15088(b). Chapter 4 of the EIR contains minor amendments to the Draft EIR in response to comments and to present other updated information. The City Council finds that the contents of the Final EIR do not trigger the need to recirculate.

X. Credibility Findings

The City of Seaside finds that the opinions provided by Herum Crabtree Suntag Attorneys and their clients the Committee for Sound Water and Land Development of Fort Ord ("Herum"), is not credible and does not constitute substantial evidence. (*Joshua Tree Downtown Business Alliance v. County of San Bernardino* (2016) 1 Cal.App.5th 677, 692 [If there are "legitimate issues regarding the credibility" of a commenter's opinions, then an agency can "deem them not substantial evidence."]; *Citizens for Responsible Equitable Environmental Development v. City of Chula Vista* (2011) 197 Cal.App.4th 327, 331.) As outlined below, Herum has provided inaccurate and misleading information. Based upon these misrepresentations, the City of Seaside finds that the materials provided by Herum are not credible and do not constitute substantial evidence. For example:

(1) FEIR Comment 13.7 alleges "the DEIR failed to discuss the feasibility of multiple mitigation measures that could be imposed to reduce this significant effect [GHG]," citing to a generic list of GHG mitigation measures from 2008. The commenter also alleges "the project has the individual characteristic of making the GHG situation substantially worse." Ironically, the very first mitigation measure in that 2008 list states: "Encourage compact, mixed-use projects, forming urban villages designed to maximize affordable housing and encourage walking, bicycling and the use of public transit systems", i.e., to implement projects precisely like the Proposed Project (Draft EIR Section 2.3 ["Provide shopping, employment, and housing opportunities for households of various sizes and income levels, in close proximity to one another and the CSUMB campus, and to reduce vehicle miles traveled on a per capita basis."]).

(2) FEIR Comment 13.2 states "the [air quality] analysis...fails to quantify increase in 'known adverse health effects' produced by the Project's 'significant and unavoidable' increases in air pollutants" (Comment 13.2). The Draft EIR did not disclose "significant and unavoidable" air quality impacts (Draft EIR Section 4.2).

(3) FEIR Comment 13.2 also incorrectly asserts that “**the analysis deliberately omitted any quantification of the amount of CO, ROG, Nox, or particulate matter**” (emphasis in original). Section 4.2, Air Quality, of the Draft EIR includes quantification of air pollutant emissions generated by the Proposed Project in Table 4.2-5 under Impact AQ-2 and in Table 4.2-6 under Impact AQ-3. These tables include estimated emissions of ROG, NOX, CO, SO₂, PM₁₀, and PM_{2.5}, contrary to the assertions in the comment.

(4) FEIR Comment 13.6 also incorrectly faults the GHG analysis because it purportedly “lacks a threshold of significance” and faults the EIR for not utilizing a “net no increase” significance threshold. However, as outlined in greater detail below, the City expressly utilized the GHG significance thresholds requested by the commenter, i.e., the Draft EIR “considers any increase in GHG emissions above baseline conditions to be significant” (Draft EIR page 4.7-13).

(5) FEIR Comment 13.7 also incorrectly faults the EIR for “not provid[ing] information about the amount of GHG produced by the project...” Contrary to the assertions, the Draft EIR quantifies GHG emissions generated by construction and operation of the Proposed Project, which are included in Table 4.7-2 and Table 4.7-3 of Section 4.7, Greenhouse Gas Emissions.

Similarly, comments from Michael Salerno and Keep Ford Ord Wild contained factual inaccuracies, as outlined in Final EIR Response 9. For example,

A. Comment 9.2 incorrectly asserts “The 6,600 AFY figure was merely the peak amount of water the Army used in 1984, as the 1993 Agreement states. Average use was significantly less.” As explained in Response 9.2, while EIR acknowledge that 6,600 AFY was a peak in 1984, it was expressly identified as the average amount of potable water utilized by Fort Ord from 1988-1992. (See FEIR Response 9.2 for additional details.)

B. Comment 9.5 incorrectly asserts that “the Draft EIR fails to disclose that the water source for the former Fort Ord water supply is the so-called Deep Aquifer.” Draft EIR Sections 4.9 and 4.16 mentions this fact 20 times. For example, the Draft EIR explains that MCWD provides water service to the Ord Community and goes on to explain on page 4.9-5 that “MCWD’s wells in Central Marina, although near the coast, are in the Deep Aquifer within the Monterey Subbasin...” (See FEIR Response 9.5 for additional details.)

C. Comment 9.5 incorrectly asserts that “the DRAFT EIR does not mention the 180-foot and 400- foot aquifers at all by name [except from] Draft EIR WSA page 22.” Draft EIR page 4.9-5 clearly states “Seawater intrusion is an ongoing problem in the Salinas Valley Groundwater Basin. The upper aquifers in the Salinas Valley Groundwater Basin (180-foot and 400-foot aquifer which is North of the Monterey Subbasin) along the coast are experiencing high salinity due to seawater intrusion.” (See FEIR Response 9.5 for additional details.)

D. Comment 9.27 asserts that “The Project area can be seen from multiple locations on the [Fort Ord] National Monument.” As explained in Response 9.27, The closest portion of the Fort Ord National Monument is located approximately 1.5 miles east/southeast of the Plan Area. The Plan Area from the Fort Ord National Monument is generally not visible because of the oak woodlands and shrubbery, as can be seen from the closest points from the National Monument facing west (refer to Figure 1 in Response 9.27.)

The City finds that the opinions from Mr. Salerno and Keep Ford Ord Wild do not constitute substantial evidence. Furthermore, the absence of a specific credibility findings does not constitute an admission that statements or opinions from other commenters are accurate or factually supported.

XI. FINDINGS REGARDING MONITORING PROGRAM

Section 21081.6 of the Public Resources Code requires that when a public agency is making the finding required by Section 21081(a)(1) of the Public Resources Code, the public agency shall adopt a reporting or monitoring program for the changes made to the Project or conditions of project approval adopted in order to mitigate or avoid significant effects on the environment.

The City Council hereby finds that the Mitigation Monitoring Program, which is attached, meets the requirements of Section 21081.6 of the Public Resources Code.

XII. LOCATION AND CUSTODIAN OF RECORD OF PROCEEDINGS

In accordance with Public Resources Code Section 21167.6(e), the record of proceedings for the County’s decision on the Project includes the following documents:

- The Draft EIR and all appendices;
- The Final EIR, including Amendments to the Draft EIR, Responses to Comments, and all appendices;
- The Notice of Preparation and all other public notices issued by the City in conjunction with the Project;
- All comments submitted by agencies or members of the public during the comment period on the Draft EIR;
- Documents cited or referenced in the Draft EIR and Final EIR;
- The mitigation monitoring and reporting program for the Project;
- All findings and resolutions adopted by the Planning Commission and City Council in connection with the Project and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project prepared by the City, consultants to the City, or responsible or

trustee agencies with respect to the City's compliance with requirements of CEQA and with respect to the City's action on the Project;

- All documents submitted to the City by other public agencies or members of the public in connection with the Project, up through the close of the City Council's decision on the Project;
- Any minutes and/or transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;
- Any documentary or other evidence submitted to the City at such information sessions, public meetings, and public hearings;
- The City General Plan and all environmental documents prepared in connection with its adoption;
- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by Public Resources Code Section 21167.6(e).

The location and custodian of the documents and other materials that constitute the record of proceedings upon which the Campus Town project decision is based is the City Clerk located at 440 Harcourt Avenue, Seaside, California 93955. However, this sub-section should not be interpreted to mean that the City has prepared and organized the Record or Proceedings as contemplated under Pub. Res. Code § 21167.6.

XIII. NATURE OF FINDINGS

Any finding made by this City Council shall be deemed made, regardless of where it appears in this document. All of the language included in this document constitutes findings by this City Council, whether or not any particular sentence or clause includes a statement to that effect. The City Council intends that these findings be considered as an integrated whole, and, whether or not any part of these findings fail to cross reference or incorporate by reference any other part of these findings, that any finding required or committed to be made by this Council with respect to any particular subject matter of the Final EIR, shall be deemed to be made if it appears in any portion of these findings.

XV. RELIANCE ON RECORD

Each and all of the findings and determinations contained herein are based on substantial evidence, both oral and written, contained within the entire administrative record of proceedings relating to the Project. The findings and determinations constitute the independent findings and determination of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

EXHIBIT B
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Monitoring and Reporting Program

CEQA requires that a mitigation monitoring or reporting program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Section Code 21081.6; CEQA Guidelines Section 15097). This mitigation monitoring and reporting program is intended to track and ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required, the monitoring that must occur, the monitoring frequency, and the agency or department responsible for oversight.

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Biological Resources							
BIO-1(a) Special-Status Plant Pre-Construction Survey							
Surveys for special status plants shall be completed by the project proponent prior to any vegetation removal, grubbing, or other construction activity (including staging and mobilization). The surveys shall be floristic in nature, that is, every plant observed shall be identified to species subspecies, or variety, sufficient to identify listed plants. The surveys shall be seasonally timed to coincide with the target Federal and State listed species and rare plants identified above. All plant surveys shall be conducted by a City-approved biologist during the appropriate blooming period during the year prior to initial ground disturbance. All special status plant species identified on site shall be mapped onto a site-specific aerial photograph or topographic map with the use of Global Positioning System (GPS) unit. Surveys shall be conducted in accordance with the most current protocols established by the CDFW, USFWS, and the local jurisdictions if said protocols exist. A report of the survey results shall be submitted to the implementing agency, and the CDFW and/or USFWS, as appropriate, for review.	For each grading phase, retain a City-approved biologist to conduct special status plant surveys prior to vegetation removal, grubbing, or other construction within that phase. Submit a report of the survey results to the implementing agency, CDFW, and/or USFWS, as appropriate, for review.	During the blooming period within one year of initial ground disturbance for each grading phase	Once	City of Seaside Planning Department			
BIO-1(b) Special-Status Plant Species Avoidance, Minimization, and Mitigation							
If Federal and/or State listed species are found during special status plant pre-construction surveys [required under Mitigation Measure BIO-1(a)], avoidance of, or mitigation for impacts to,	For each grading or construction phase, retain a City-approved biologist to establish avoidance or	Prior to construction for each grading and	Once	City of Seaside Planning			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
occupied habitat shall be required. If populations of CRPR List 1B or 2 species are found during special status plant pre-construction surveys, the City-approved biologist shall evaluate whether the loss of occupied areas would result in a regional population level impact. Mitigation for regional population level impacts to rare plants shall be required by the City and Mitigation Measure BIO-1(c) would be required. If feasible, the Proposed Project shall be re-designed to avoid development in locations of Federal and/or State listed or CRPR List 1B or 2 species. Federal and/or State listed or CRPR List 1B or 2 species occurrences that are not within the immediate disturbance footprint and would be avoided, but which are located within 50 feet of disturbance limits, shall have bright orange protective fencing installed at an appropriate distance (as determined by a qualified biologist) to ensure they are protected during construction activities. If development cannot avoid Federally or State listed plants species, then USFWS and CDFW, as appropriate, shall be consulted regarding the potential for salvage of individual plants or seek compensation (minimum compensation ratio of 1:1 at a similar density if individuals) for the loss of these individuals or their habitat either in an on-site or off-site preserve or as otherwise determined in coordinate with USFWS and CDFW through the Coordinated Research Management Planning Program and in compliance with FESA and CESA as required. The City shall consult with USFWS and CDFW for	mitigation of impacts to occupied habitat within that phase. Require final project plans to be re-designed to avoid special status plant species, if feasible. Require protective fencing be placed around special status plants within 50 feet of disturbance limits. Consult with USFWS and CDFW regarding salvage of plants or to seek compensation for the loss of individual plants.	construction phase During substantial conformance review for each construction phase During construction, for each construction phase Prior to construction for each construction phase		Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
the potential to salvage or “take” listed species and to determine if take authorization would be required by one or both agencies. Impacts to Federal and/or State listed or CRPR List 1B or 2 species would require adherence to Mitigation Measure BIO-1(c).							
BIO-1(c) Restoration and Monitoring							
If development cannot avoid Federal or State listed plant species, all impacts shall be mitigated by the project applicant at a ratio to be determined by the City in coordination with CDFW and USFWS (as applicable) for each species. Mitigation ratios shall be a minimum of 1:1 for areas occupied by the species, but may be higher pending consultation with CDFW and/or USFWS. Restoration areas shall be of a similar density of individuals as areas impacted Project activities. A restoration plan shall be prepared by the project applicant and submitted to the City for review and approval. If development cannot avoid a Federally and/or State listed plant species, the restoration plan shall be submitted to the USFWS and/or CDFW for review and approval. Population level impacts to CRPR List 1B or 2 species shall also be mitigated at a 1:1 ratio for occupied areas, and shall also require a restoration plan in coordination with the City. Mitigation shall be accomplished at an off-site habitat preserve or through the purchase of credits from an approved mitigation bank. The restoration plan(s) shall include, at a minimum, the	In coordination with CDFW and USFWS, determine a mitigation ratio for impacted plant species.	Prior to construction, if applicable	Once	City of Seaside Planning Department			
	Review the applicant-prepared restoration plan and oversee submittal of the plan to USFWS and/or CDFW.	During substantial conformance review and approval					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
following components:							
	▪ Description of the project/affected species location (s) (i.e., location, responsible parties, areas to be impacted by habitat type) ▪ Compensatory mitigation [type(s) and area(s) species to be established, restored, enhanced, and/or preserved; specific functions and values of species type(s) to be established, restored, enhanced, and/or preserved; and establishment of mitigation ratios appropriate to the affected species in consultation with the USFWS and CDFW, as appropriate] ▪ Description of the proposed compensatory mitigation site (location and size, ownership status, existing functions and values) ▪ Implementation plan for the compensatory mitigation site (rationale for expecting implementation success, responsible parties, schedule, site preparation, planting plan) ▪ Maintenance activities during the monitoring period, including weed removal as appropriate (activities, responsible parties, schedule) ▪ Monitoring plan for the compensatory mitigation site, including no less than quarterly monitoring for the first year (performance standards, target functions and values, target acreages to be established, restored, enhanced, and/or preserved, annual monitoring reports) ▪ Success criteria based on the goals and						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
measurable objectives; said criteria to be, at a minimum, at least 80 percent survival of container plants and 30 percent relative cover by vegetation type ▪ An adaptive management program and remedial measures to address any shortcomings in meeting success criteria ▪ Notification of completion of compensatory mitigation and agency confirmation ▪ Contingency measures (initiating procedures, alternative locations for contingency compensatory mitigation, funding mechanism)							
BIO-1(d) Special-Status Wildlife Pre-Construction Surveys							
<i>General Wildlife Surveys</i> For each construction phase in areas containing oak woodland or developed woodlands, pre-construction clearance surveys for Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, and American badger shall be conducted within 14 days prior to the start of construction (including staging and mobilization). The surveys shall cover the entire disturbance footprint plus a minimum 200-foot buffer, where permissible, and shall identify all special status animal species that may occur on-site. California legless lizard, coast horned lizard, Monterey dusky-footed woodrats and wood rat middens shall be relocated from the site by a qualified biologist. American badger shall be passively excluded with the use of one-	For each construction phase in areas containing oak woodland or developed woodlands, retain a qualified biologist to conduct pre-construction surveys for Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, and American badger; and relocate California legless lizard, coast horned lizard, Monterey dusky-footed woodrats and wood rat middens. Require passive exclusion of American badger, if	Within 14 days prior to the start of construction of each construction phase in areas containing oak woodland or developed woodlands During construction of each construction	Once for each construction phase	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
way doors.	applicable.	phase					
<i>Burrowing Owl Surveys</i>							
A qualified biologist shall conduct pre-construction clearance surveys for each construction phase prior to ground disturbance activities within all suitable habitats such as open fields, lawns, and park strips, to confirm the presence/absence of burrowing owls. The surveys shall be consistent with the recommended survey methodology provided by CDFW (2012). Clearance surveys shall be conducted within 14 days prior to construction and ground disturbance activities. If no burrowing owls are observed, no further actions are required. If burrowing owls are detected during the pre-construction clearance surveys, the following measures shall apply:	For each construction phase containing suitable habitat for burrowing owl, retain a qualified biologist to conduct pre-construction surveys for burrowing owl habitat.	Within 14 days prior to the start of ground disturbance in each construction phase					
	Conduct clearance surveys	During construction of each construction phase					
- Avoidance buffers during the breeding and non-breeding season shall be implemented in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993) minimization mitigation measures. - If avoidance of burrowing owls is not feasible, then additional measures such as passive relocation during the nonbreeding season and construction buffers of 200 feet during the breeding season shall be implemented, in consultation with CDFW. In addition, a Burrowing Owl Exclusion Plan and Mitigation and Monitoring Plan will be	For each construction phase in undeveloped areas, require avoidance buffers and passive relocation, if applicable.	Within 30 days of construction of each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
developed by a qualified biologist in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993). <i>Smith's Blue Butterfly Host Plant Surveys</i> Prior to grading and construction in undeveloped areas, an approved biologist shall conduct surveys for seacliff buckwheat (<i>Eriogonum parvifolium</i>) and seaside buckwheat (<i>Eriogonum latifolium</i>), host plants of Smith's blue butterfly. If Smith's blue butterfly host plants are not located, no further action is required. If host plants are located within proposed disturbance areas, they shall be avoided if feasible. If avoidance is not feasible, focused surveys shall be conducted to determine presence or absence of the butterfly species. This may include transect surveys during the adult flight period (mid-June through early September), and/or inspection of host plants for all life forms (egg, larva, pupa, and adult). If individuals of any life stage that may be impacted by the Proposed Project are detected during focused surveys, a permit for relocation shall be obtained from USFWS, and they shall be relocated by a USFWS permitted biologist. <i>Sensitive Bat Surveys</i> A qualified biologist shall conduct surveys for presence/absence of special status bats, in particular the Townsend's big-eared bat, in	For each construction phase in undeveloped areas, retain a qualified biologist to conduct pre-construction surveys for seacliff buckwheat and seaside buckwheat. Require avoidance of seacliff buckwheat and seaside buckwheat or additional focused surveys for Smith's blue butterfly individuals, if applicable. Retain a USFWS-approved biologist and obtain a USFWS permit for relocation of Smith's blue butterfly. For each construction phase including suitable roosting	Prior to construction of each construction phase During construction of each construction phase Prior to construction Within 30 days of construction of each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
consultation with the CDFW where suitable roosting habitat is present within 30 days of the start of demolition of unused buildings. Surveys shall be conducted using acoustic detectors. If active roosts are located and are not part of an active maternity colony, exclusion devices such as netting shall be installed to discourage bats from occupying the site. Maternal bat colonies shall not be disturbed. If a roost is determined by a City-approved biologist to be used by a large number of bats, bat boxes shall be installed near the site. The number of bat boxes installed will depend on the size of the hibernaculum and shall be determined in consultations with a City-approved qualified biologist. If a maternity colony has become established, all construction activities shall be postponed within a 500-foot buffer around the maternity colony until it is determined by a City-approved biologist that the young have dispersed. Once it has been determined that the roost is clear of bats, the roost shall be removed immediately.	habitat for the Townsend's big-eared bat, retain a qualified biologist to conduct pre-construction surveys for Townsend's big-eared bat. Install exclusion devices, if applicable. Install bat boxes, if applicable. Establish 500-ft buffer from established maternity colony, if applicable.	Prior to construction of each construction phase Prior to construction of each construction phase					
<i>Reporting</i> A report of all pre-construction and pre-demolition survey results shall be submitted to the City for its review prior to the start of demolition. The report should include a description of the survey methodology for each species, the environmental conditions at the time of the survey(s), the results of the survey, any requirements for addressing special status	Require and review pre-construction and pre-demolition survey reports						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
species identified during surveys, and the biological qualifications of the surveyors. The report shall be accompanied by maps and figures showing the location of any special status species occurrences and associated avoidance buffers.							
BIO-1(e) Biological Resources Avoidance and Minimization							
The following measures shall be applied to avoid impact to sensitive species and biological resources for each construction phase. The project applicant shall be responsible for implementing selected measures. - Ground disturbance shall be limited to the minimum necessary to complete the project. The project limits of disturbance for each construction phase shall be flagged. Areas of special biological concern within or adjacent to the limits of disturbance shall have highly visible orange construction fencing installed between said area and the limits of disturbance. - All construction occurring within or adjacent to natural habitats that may support Federally and/or State listed endangered/threatened species, State fully protected species, and/or special status species shall have a qualified biological monitor present during all initial ground disturbing/vegetation clearing activities. - No endangered/threatened species shall be captured and relocated without express permission from the CDFW and/or USFWS.	For each construction phase, require the following standard conditions of approval on substantial conformance review approval: limiting ground disturbance to the minimum necessary marked by orange construction fencing, retaining a qualified biological monitor, obtaining permission from CDFW and USFWS for species relocation, cessation of construction activities if a species enters the construction site and consultation with CDFW and USFWS, preventing wildlife entrapment, inspecting construction materials for animals prior to installation, directing construction lighting only on the work area, and presences of a City-approved qualified biologist during	During substantial conformance review and approval	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
▪ If at any time during construction an endangered, threatened or fully protected species enters the construction site or otherwise may be impacted, all construction activities shall cease. A qualified biologist shall document the occurrence and consult with the CDFW and USFWS, as appropriate, to determine whether it was safe for project activities to resume. ▪ At the end of each workday, excavations shall be secured with cover or a ramp provided to prevent wildlife entrapment. ▪ All trenches, pipes, culverts or similar structures shall be inspected for animals prior to burying, capping, moving, or filling. ▪ If night work is required, all construction lighting shall be pointed down and directed only on the work area. ▪ The City shall approve one or more qualified biologists to oversee and monitor biological compliance for the project. At least one qualified biologist shall be present during all initial ground disturbing activities, including vegetation removal to recover special status animal species unearthed by construction activities.	initial ground disturbance.						
BIO-1(f) Pre-Construction Nesting Bird Surveys							
For each construction phase, ground disturbance, building demolition, and vegetation removal activities should be restricted to the non-breeding season (September 16 to January 31) when feasible. For disturbance, building	For each construction phase, retain a qualified biologist to conduct general pre-construction nesting bird surveys, establish an	Within 14 days prior to construction for each construction	Once for each construction phase	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
demolition, and vegetation removal activities occurring during the nesting season (February 1 to September 15), general pre-construction nesting bird surveys shall be conducted by a qualified biologist, including for, but not limited to, the California horned lark and the White-tailed kite, not more than 14 days prior to construction activities involving ground clearing, vegetation removal/trimming, or building demolition. The surveys shall include the disturbance area plus a 200-foot buffer around the site if feasible, and a 500-foot buffer for White-tailed kite. If active nests are located, an appropriate avoidance buffer shall be established within which no work activity will be allowed which would impact these nests. The avoidance buffer would be established by the qualified biologist on a case-by-case basis based on the species and site conditions. In no cases will the buffer be smaller than 50 feet for non-raptor bird species, 200 feet for raptor species, or a 500-foot buffer for White-tailed kite. Larger buffers may be required depending upon the status of the nest and the construction activities occurring in the vicinity of the nest. If fully protected White-tailed kites are documented nesting within 500 feet of construction activities, CDFW shall be consulted on appropriate avoidance and minimization methods. The buffer area(s) shall be closed to all construction personnel and equipment until juveniles have fledged and the nest is inactive. City-approved Biologist shall confirm that breeding/nesting is completed and young have fledged the nest	avoidance buffer, consult with CDFW for avoidance and minimization of impacts to White-tailed kites, and confirm when the breeding season is completed.	phase; during construction for each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
prior to removal of the buffer.							
BIO-1(g) Tree Habitat Protection Measures							
The project proponent shall assure that oak trees to be preserved within 25 feet of proposed ground disturbances shall be temporarily fenced with orange plastic construction fencing or other similar material satisfactory to the City throughout all grading and construction activities, as access is permitted to ensure nesting bird and special status species habitat is protected. The fencing shall be at least five feet high and shall be located at the extent of the dripline or root zone, whichever is farther from the main trunk. Fencing shall be maintained for the duration of construction activities. - No construction equipment shall be parked, stored, or operated within the fencing. No fill soil, rocks, or construction materials shall be stored or placed within the fencing. - Any roots encountered that are one inch in diameter or greater shall be cleanly cut. This shall be done under the direction of a Certified Arborist. - All work within the dripline of native trees shall be done under the direction of a Certified Arborist. - Trimming of branches shall be done prior to grading and under the direction of a Certified Arborist.	Require the following standard conditions of approval on substantial conformance review approval for each construction phase including oak trees to be preserved: preserve oak trees to be preserved within 25 feet of ground disturbance with temporary fencing and retain a Certified Arborist to oversee root cutting, work within the dripline of native trees, and branch trimming.	During substantial conformance review and approval for each construction phase	Once	City of Seaside Planning Department			
BIO-1(h) Worker Environmental Awareness Program (WEAP)							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Prior to initiation of construction activities (including staging and mobilization) for each construction phase, the project proponent shall arrange for all personnel associated with project construction for the applicable phase to attend WEAP training, conducted by a City-approved biologist, to aid workers in recognizing special status resources that may occur in the construction area. The specifics of this program shall include identification of the sensitive species and habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employers, and other personnel involved with construction. All employees shall sign a form provided by the trainer indicating they have attended the WEAP and understand the information presented to them. The form shall be submitted to the City to document compliance.	For each construction phase, retain a City-approved biologist to conduct WEAP training on recognizing special status species, provide a fact sheet, and collect employee signatures certifying completion of the WEAP training for submittal to the City.	Prior to construction of each construction phase	Once	City of Seaside Planning Department			
Cultural Resources							
CUL-2(a) Worker's Environmental Awareness Program							
A qualified archaeologist shall be retained who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology to conduct a Worker's Environmental Awareness Program (WEAP)	For each construction phase, retain a qualified archaeologist to conduct a WEAP training for archaeological sensitivity for	Prior to construction of each construction	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
training for archaeological sensitivity for all construction personnel involved in ground disturbance prior to the commencement of any ground disturbing activities. Archaeological sensitivity training shall include a description of the types of cultural material that may be encountered, cultural sensitivity issues, regulatory issues, and the proper protocol for treatment of the materials in the event of a find.	all construction personnel involved in ground disturbance.	phase					
CUL-2(b) Unanticipated Discoveries							
The project applicant shall implement the following measures for any development in the Plan Area and off-site improvement areas: If archaeological resources are encountered during ground-disturbing activities, work within 100 feet of the find shall be halted and an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find. If the resource is of Native American origin, the City shall contact a local Native American group listed by the NAHC for the name of a tribal representative qualified for consultation on potential finds of tribal cultural resources. The qualified archaeologist and City will consult with the designated tribal representative to evaluate whether the find may qualify as a tribal cultural resource. If the tribal representative does not respond to a consultation request within seven days, the archaeologist shall independently evaluate the find and make a recommendation to the City as	Require ground-disturbance for each construction phase be halted if archaeological resources are encountered within that construction phase. If archaeological resources are encountered, retain a qualified archaeologist to evaluate the find. If archaeological resources of Native American origin are encountered, consult with the local Native American group regarding potential tribal resources. If significant archaeological resources or tribal cultural resources are encountered,	During construction of each construction phase During construction of each construction phase During construction of each construction phase During	As needed	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
to whether it is a tribal cultural resource. If the resource is determined to be a significant archaeological and/or tribal cultural resource, the archaeologist shall prepare a treatment plan, in consultation with the tribal representative (if applicable), that includes measures to avoid or reduce impacts to the resource. The treatment plan measures may include but not be limited to avoidance and preservation in place (the preferred method if feasible), capping, incorporation of the site within a park or other open space, data or heritage recovery, treatment of the resource with culturally appropriate dignity, protection of the cultural character, integrity, traditional use, and/or confidentiality of the resource, or permanent conservation easements.	retain a qualified archaeologist to prepare a treatment plan to avoid or reduce impacts to the resource.	construction of each construction phase					

Geology and Soils

GEO-5 Paleontological Resource Studies

The City shall require the Proposed Project proponent to implement the following measures for any construction phase in previously undisturbed geologic strata with high paleontological sensitivity in the Plan Area and off-site improvement areas: g. Retain a Qualified Paleontologist. Prior to initial ground disturbance for each construction phase, the applicant shall retain a qualified professional paleontologist to prepare and implement a Paleontological Mitigation and Monitoring Program (PMMP) for the Proposed Project. The PMMP shall	For any construction phase in previously undisturbed geologic strata with high paleontological sensitivity in the Plan Area and off-site improvement areas, require as a condition of approval to substantial conformance approval that a project proponent retain a qualified professional paleontologist to prepare and implement a PMMP, conduct WEAP	During substantial conformance review	Once	City of Seaside Planning Department			
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Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
include measures requiring a pre-construction survey, a training program for construction personnel, paleontological monitoring, fossil salvage, curation, and final reporting. A qualified professional paleontologist is defined by the Society of Vertebrate Paleontology standards as an individual preferably with an M.S. or Ph.D. in paleontology or geology who is experienced with paleontological procedures and techniques, who is knowledgeable in the geology of California, and who has worked as a paleontological mitigation project supervisor for a least two years (SVP 2010). h. Paleontological Worker Environmental Awareness Program (WEAP). Prior to the start of construction, the Qualified Paleontologist or his or her designee shall conduct training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff. The WEAP shall be fulfilled at the time of a pre-construction meeting that a Qualified Paleontologist shall attend. i. Paleontological Monitoring. Paleontological monitoring shall be conducted during ground disturbing construction activities (including grading, trenching, foundation work, and other excavations) for each construction phase in previously undisturbed sediments with high paleontological sensitivities (i.e., the older stabilized dune sand that underlies the entire	training for paleontological sensitivity, and act as a monitor during ground disturbing activities in that construction phase, evaluate discovered paleontological resources, prepare and curate fossils for inclusion in a permanent paleontological collection, and prepare a final mitigation and monitoring report.						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
	Plan Area).						
	Paleontological monitoring shall be conducted by a qualified paleontological monitor, who is defined as an individual who has experience with collection and salvage of paleontological resources and meets the minimum standards of the SVP (2010) for a Paleontological Resources Monitor. The duration and timing of the monitoring will be determined by the Qualified Paleontologist and the location and extent of proposed ground disturbance. If the Qualified Paleontologist determines that full-time monitoring is no longer warranted, based on the specific geologic conditions at the surface or at depth, he/she may recommend that monitoring be reduced to periodic spot-checking or cease entirely.						
j.	Fossil Discoveries. In the event of a fossil discovery by the paleontological monitor or by construction personnel, whether or not a monitor is present, all work within 50 feet of the find shall cease. A Qualified Paleontologist shall evaluate the find before restarting construction activity in the area. If it is determined that the fossil(s) is (are) scientifically significant, the Qualified Paleontologist shall complete the following conditions to mitigate impacts to significant fossil resources:						
	▪ Salvage of Fossils. If fossils are discovered, the paleontologist shall have the authority to temporarily direct, divert, or halt construction activity to allow the						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
	paleontological monitor, and/or lead paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the qualified paleontologist (or paleontological monitor) should recover them following standard field procedures for collecting paleontological resources as outlined in the PMMP prepared for the Proposed Project.						
k.	Preparation and Curation of Recovered Fossils. Once salvaged, significant fossils shall be identified to the lowest possible taxonomic level, prepared to a curation-ready condition, and curated in a scientific institution with a permanent paleontological collection (such as the UCMP or LACM), along with all pertinent field notes, photos, data, and maps. Fossils of undetermined significance at the time of collection may also warrant curation at the discretion of the Qualified Paleontologist.						
l.	Final Paleontological Mitigation Report. Upon completion of ground disturbing activity (and curation of fossils if necessary) the Qualified Paleontologist shall prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration, and methods of the monitoring, stratigraphic sections, any recovered fossils, the scientific significance of those fossils, and where						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
fossils were curated.							
Greenhouse Gas Emissions							
GHG-1(a) Construction Emissions Reductions							
Prior to issuing grading permits for development within the Plan Area, the City of Seaside shall confirm that the project applicant or its designee shall fully mitigate the related construction and vegetation change GHG emissions associated with each grading permit (the “Incremental Construction GHG Emissions”) for a total of 49,974.6 MT CO2e (100 percent of the construction-related GHG emissions) by relying upon one of the following compliance options, or a combination thereof: ▪ Directly undertake or fund activities that reduce or sequester GHG emissions (“Direct Reduction Activities”) and retire the associated “GHG Mitigation Reduction Credits” in a quantity equal to the Incremental Construction GHG Emissions. A “GHG Mitigation Reduction Credit” shall mean an instrument issued by an Approved Registry and shall represent the estimated reduction or sequestration of 1 MT of CO2e that shall be achieved by a Direct Reduction Activity that is not otherwise required (CEQA Guidelines Section 15126.4(c)(3)). An “Approved Registry” is an accredited carbon registry that follows approved protocols and uses third-party verification. At this time, Approved Registries include only those that have been validated using the protocols of the Climate Action Registry, the Gold Standard, or the Clean Development Mechanism (CDM) of the Kyoto	For each grading permit, review incremental construction GHG emissions to ensure that 100 percent of construction-related GHG emissions are off-set, unless applicant elects to implement Greenhouse Gas Reduction Plan under Mitigation Measure GHG-1(d).	During grading permit review and approval	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Protocol. Credits from other sources will not be allowed unless they are shown to be validated by protocols and methods equivalent to or more stringent than the CDM standards; or Obtain and retire “Carbon Offsets” in a quantity equal to the Incremental Construction GHG Emissions. “Carbon Offset” shall mean an instrument issued by an Approved Registry that satisfies the performance standards set forth in the GHG Reduction Plan and shall represent the past reduction or sequestration of 1 MT of CO2e achieved by a Direct Reduction Activity or any other GHG emission reduction project or activity that is not otherwise required (CEQA Guidelines Section 15126.4(c)(3)). Alternatively, the applicant may elect to offset GHG construction emissions as part of the Greenhouse Gas Reduction Plan under Mitigation Measure GHG-1(d) with the menu of options in Table 4.7-4.							
GHG-1(b) Residential EV Chargers							
Prior to the issuance of residential building permits, the project applicant or its designee shall submit building design plans to City of Seaside for review and approval that demonstrate that each single-family residence within the Plan Area subject to application of Title 24, Part 6 of the California Code of Regulations would be equipped with a minimum of one single-port electric vehicle (EV) charging station. The EV charging stations shall achieve a similar or better functionality as a Level 2 charging station. In the event that the installed charging stations use functionality/technology other than Level 2 charging stations, the parameters of the mitigation	Require single-family residences to include one single-port EV charging station meeting a similar or better functionality as a Level 2 charging station.	During building permit review and approval for residential buildings	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
obligation (i.e., the number of parking spaces served by EV charging stations) shall reflect the comparative equivalency of Level 2 charging stations to the installed charging stations on the basis of average charge rate per hour. For purposes of this equivalency demonstration, Level 2 charging stations shall be assumed to provide charging capabilities of 25 range miles per hour.							
GHG-1(c) Commercial EV Chargers							
Prior to the issuance of commercial building permits, the project applicant or its designee shall submit building design plans to City of Seaside that demonstrate that the parking areas for commercial buildings in the Plan Area would be equipped with EV charging stations that provide charging opportunities to at least the number of parking spaces required by CalGreen Tier 1 standards. "Commercial buildings" include retail, light industrial, office, hotel, and mixed-use buildings. The EV charging stations shall achieve a similar or better functionality as a Level 2 charging station. In the event that the installed charging stations use functionality/technology other than Level 2 charging stations, the parameters of the mitigation obligation (i.e., the number of parking spaces served by EV charging stations) shall reflect the comparative equivalency of Level 2 charging stations to the installed charging stations on the basis of average charge rate per hour. For purposes of this equivalency demonstration, Level 2 charging stations shall be assumed to provide charging capabilities of 25 range miles per hour.	Require retail, light industrial, office, hotel, and mixed-use buildings to include EV charging stations per CalGreen requirements meeting a similar or better functionality as a Level 2 charging station.	During building permit review and approval for commercial buildings	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments

GHG-1(d) Greenhouse Gas Reduction Plan for Operational Emissions

In addition to Mitigation Measures GHG-1(b) and GHG-1(c), the project applicant shall prepare and implement a Greenhouse Gas Reduction Program (GGRP) that reduces GHG emissions to net zero over the operational life of the Proposed Project. To meet the net zero requirement the Proposed Project must reduce its operational GHG emissions by 12,874 MT of CO₂e per year, or otherwise demonstrate that GHG emissions are at or below Plan Area baseline. Table 4.7-4 proposes a menu of measures that either singularly or in combination would accomplish the required numeric reductions.

Table 4.7-4 Summary of GHG Mitigation Options

Source Category	Mitigation Measure
Electricity	Solar photovoltaic panels on commercial rooftops
	Solar photovoltaic arrays over commercial parking lots
	Ground-mounted solar
	Battery storage of on-site solar energy production
	Zero net energy (ZNE) commercial and institutional buildings. ZNE, is defined by CEC in its 2015 Integrated Energy Policy Report as the value of the net energy produced by project renewable energy resources to equal the value of the energy consumed annually by the project using the CEC's Time Dependent Valuation metric.
Area Sources	Require use of electrically powered landscape equipment in the Plan Area
Mobile	Install electric vehicle chargers at

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Sources	multi-family residential buildings Install additional electric vehicle chargers in single-family residences Install additional electric vehicle chargers in commercial parking lots Provided electric-powered hotel and hostel shuttles Provide a residential transportation demand management (TDM) program, which may include the following measures: ▪ Guaranteed ride home from campus ▪ TDM coordinator or website to provide transit information and/or coordinate ridesharing ▪ Additional bicycle parking ▪ Residential bike share Provide a commercial TDM program, which may include the following measures: ▪ Priority parking for carpools and vanpools ▪ TDM coordinator or website to provide transit information and/or coordinate ridesharing ▪ Additional bicycle parking and/or shower and changing facilities ▪ Bicycle sharing ▪ Emergency ride home program						
Vegetation Change	Plant trees in the Plan Area						
Municipal Sources	Install LED streetlights in the Plan Area						
Annual Carbon Offsets	Carbon offsets ¹						
¹ If the project applicant chooses to meet some of the GHG reduction requirements by purchasing offsets on an annual and permanent basis, the offsets shall be							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
purchased according to the City of Seaside's preference, which is, in order of City preference: (1) within the City of Seaside; (2) within the Monterey Bay Air Resources District; (3) within the State of California; then (4) elsewhere in the United States. Offsets must be purchased from an Approved Registry.							
Noise							
N-1 Construction-Related Noise Reduction Measures							
The applicant shall apply the following measures during construction of the Proposed Project. ▪ Mufflers. Construction equipment shall be properly maintained and all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds, as applicable, shall be in good condition and appropriate for the equipment. During construction, all equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers, consistent with manufacturers' standards. ▪ Electrical Power. Electrical power, rather than diesel equipment, shall be used to run compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities. ▪ Equipment Staging. All stationary equipment shall be staged as far away from the adjacent sensitive receptors as feasible. ▪ Equipment Idling. Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use.	Require the following standard conditions of approval on substantial conformance review during project construction for each construction phase: use properly operating and maintained mufflers, use electrical power to run compressors and similar equipment, stage equipment as far from sensitive receptors as feasible, limit equipment idling to less than five minutes, control radio noise levels, use smart back-up alarms, designate a disturbance coordinator, and install temporary sound barriers.	During substantial conformance review and approval for each construction phase	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
▪ Workers’ Radios. All noise from workers’ radios shall be controlled to a point that they are not audible at sensitive receptors near construction activity. ▪ Smart Back-up Alarms. Mobile construction equipment shall have smart back-up alarms that automatically adjust the sound level of the alarm in response to ambient noise levels. Alternatively, back-up alarms shall be disabled and replaced with human spotters to ensure safety when mobile construction equipment is moving in the reverse direction. ▪ Disturbance Coordinator. The applicant shall designate a disturbance coordinator who shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site. ▪ Temporary Sound Barriers. For construction activities located directly adjacent to sensitive receptors, temporary sound barriers shall be installed and maintained by the construction contractor between the construction site and adjacent residences during the demolition, site preparation, and grading phases of construction. Temporary sound barriers shall consist of either sound blankets or other sound barriers/techniques such as acoustic padding or acoustic walls placed near adjacent residential buildings that have been field-tested to reduce noise by least 15 dBA. Barriers shall be placed							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
such that the line-of-sight between noise-generating construction equipment and adjacent sensitive land uses is blocked, and shall be placed as close to the source equipment as feasible.							
N-2 Vibration Reduction Measures							
The on-site operation of caisson drills, large bulldozers, loaded trucks, and other equipment that typically generates vibration levels exceeding 75 VdB at a distance of 50 feet from the source ("vibrational construction work") shall be prohibited during construction activities within 100 feet of the structures where academic/training classes are occurring at Monterey College of Law and the Monterey Peninsula College Public Safety Training Center, while these institutions have scheduled academic/training classes. The applicant shall consult with these institutions to obtain input on the best time of year for the project's vibrational construction work to occur within 100 feet of their structures and copies of their academic calendars if available. If certain times of year meet these criteria for one institution, but not the other, vibrational construction work can occur within 100 feet of the non-operational institution, so long as vibrational construction work does not occur within 100 feet of the other institution's academic/training structures.	Prohibit "vibrational construction work" within 100 feet of structures at the Monterey College of Law or Monterey Peninsula College Public Safety Training Centers at which academic/training classes may occur, at any time when any academic/training classes in such structures actually are occurring, as a condition of approval to substantial conformance review for projects within 100 feet of such structures.	During substantial conformance review and approval	Once	City of Seaside Planning Department			
Utilities and Service Systems							
UTIL-1 Water Offset Programs							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
To address the discrepancy between the Proposed Project's 441.6 AFY of potable water demand and the 181.3 AFY of available potable water supply, the City shall secure the additional water supplies needed for the Proposed Project. To do so, the City shall implement programs to supply a minimum of 261 AFY. Programs to achieve this include, but would not be limited to: ▪ Bayonet and Blackhorse Golf Courses in-lieu storage and recovery program, which would up to 450 AFY, as outlined in Court's October 25, 2019 Order and Motion for Approval of In Lieu Groundwater Storage Program. ▪ Seaside Highlands and Soper Field recycled water substitution program to offset 53.1 AFY of potable water use. The Seaside Highlands development was constructed with recycled water mains to supply the landscape irrigation systems. This system is currently fed with potable water, but recycled water will be available within the next few years. Providing recycled water for irrigation of that project would make up to 43.1 AFY of potable supply available for reallocation from Seaside Highlands. An additional 10 AFY may be made available by converting the City's Soper Field sports complex (adjacent to Seaside Highlands) to recycled water. ▪ Main-Gate offset program, which would require the previously approved Main-Gate project to utilize 42.99 AFY of recycled water in-lieu of previously allocated potable water supply. ▪ The City may also require dual-plumbing of buildings to use recycled water for sanitary fixtures (flushing toilets and urinals), which will	Implement programs to supply a minimum of 261 AFY of potable water to the Proposed Project.	Prior to operation	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
offset potable water demand with recycled water. Prior to issuance of a final map, the City shall demonstrate the offset of 261 AFY of potable water based upon available programs, and the applicant shall obtain written verification from MCWD that sufficient water supplies have been secured.	Demonstrate the offset of 261 AFY of potable water based upon available programs and obtain written verification from MCWD.	Prior to issuance of a final map					

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ORDINANCE NO.____
CAMPUS TOWN SPECIFIC PLAN

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE CAMPUS TOWN SPECIFIC PLAN WHICH SETS DEVELOPMENT STANDARDS FOR PROPERTY GENERALLY LOCATED EAST OF 1ST AVENUE, WEST OF 7TH AVENUE, SOUTH OF CALIFORNIA STATE UNIVERSITY MONTEREY BAY AND NORTH OF GIGLING ROAD

WHEREAS, the City Council has received and considered an application from KB Bakewell Seaside Venture II, LLC (as successor in interest to KB Bakewell Seaside Venture, LLC) (“Applicant”) for approval of a Specific Plan for the Project known as the Campus Town Project generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Peninsula and Lightfighter Drive; and generally north of Gigling Road; and

WHEREAS, the Plan Area includes approximately 122.23 acres of land; and

WHEREAS, the Project Site in its current state consists of vacant land, buildings and improvements formerly used by the U.S. military and several private uses; and

WHEREAS, the Campus Town Specific Plan (City File SPL-01), which is attached hereto as Exhibit A, and incorporated herein by reference, provides for up to 1485 dwellings; up to 250 hotel rooms, up to 75 hostel rooms; up to 150,000 square feet of retail, dining and entertainment floor space; up to 50,000 square feet of light industrial, flex and “makerspace” floor area, various parks, trails and open space use, utility extensions and related ancillary uses and structures; and

WHEREAS, the Specific Plan includes development criteria specific to the Plan area which implement and are consistent with the policies of the General Plan; and

WHEREAS, the Specific Plan includes concurrent zoning district designations and maps that are specific to the planning area and will enable implementation of the Specific Plan consistent with the direction provided in the General Plan; and

WHEREAS, A Notice of Availability was issued for the Campus Town Specific Plan Project on July 8, 2019, which made the Specific Plan available for public review and provide interested parties “to comment on the Draft EIR or the Specific Plan...”; and

WHEREAS, as discussed in Section 4.10 of the Campus Town EIR, and its supporting documentation, the Campus Town Project and its implementing actions, including the Specific Plan, are intended to be carried out in a manner fully in conformity

with the Fort Ord Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the City's General Plan, which was deemed consistent with the FORA Base Reuse Plan in 2004; and

WHEREAS, on February 12, 2020, the Planning Commission held a duly public hearing where it took testimony, and adopting a resolution recommending that the City Council approve the Proposed Campus Town Specific Plan; and

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission's recommendations; and

WHEREAS, The City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings, and adopted the MMRP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. CONSISTENCY FINDINGS. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds that the Specific Plan is consistent with applicable Goals, Policies, and Implementation Plans of the 2004 General Plan and the proposed Seaside 2040 General Plan.

Finding 2. FORA CONSISTENCY FINDING. The City further finds and certifies that the Campus Town Specific Plan is intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the Regional Urban Design Guidelines (RUDG) as discussed in Section 4.10 of the Campus Town EIR. City Staff shall provide materials necessary to comply with FORA's consistency determination process.

Finding 3. HOUSING FINDINGS. Approval of the Project would assist the City in meeting its regional and state housing goals. The Plan Area is designated under the General Plan Land Use Element as MX, which is intended to provide "a mix of residential commercial, office and civic uses..." (2004 General Plan, Table LU-1.) As also discussed in the General Plan, "[t]his category assumed Community Commercial type development on approximately 65 percent of the acreage." (2004 General Plan, p. LU-14.) The City's 2009-2014 Housing Element, however, did not identify the Plan Area on its inventory of available sites for housing development. The Plan Area is currently zoned CMX, Commercial-Mixed Use Zone as provided under SMC Section 17.14.020.A, and is "intended to accommodate retail stores, offices, theaters, restaurants, and other similar and related uses together with residential units...although mixed use development is not required." Consequently, under these policies, standards and General Plan assumptions (without the Specific Plan), residential development would range from 0 to 1,069.5 residential units (35% x 122.23

acres x 25 du/acre). The proposed Specific Plan would provide 1,485 residential units, enabling more intense residential development in the Plan Area, in comparison to the existing development policies and standards. This increased intensity is acknowledged in the City's recently adopted Housing Element, which identifies the first phase of the proposed Plan Area development in its inventory of sites available for housing. (2015-2023 Housing Element Technical Appendix p. APP-121.) This increased intensity, however, remains consistent with the New Residential Unit Limit of FORA's Development Resource Management Plan. (FEIR, Response 10.4.) Further, the Specific Plan and associated entitlements would facilitate the production of affordable housing by providing for affordable units in accordance with the City's Inclusionary Housing Ordinance.

Finding 4. WATER FINDINGS: The Specific Plan has an allocation of 180.6 AFY from the City's portion of the former Fort Ord Allocation, 261 AFY from the implementation of the various measures incorporated in the UTIL-1 Mitigation Measure and 45.83 AFY of recycled water from the City's recycled water allocation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Approval of the Campus Town Specific Plan. The City of Seaside hereby approves the Campus Town Specific Plan included as an Attachment to this Ordinance.

SECTION 2. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance (or the attached Specific Plan) are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional or unenforceable.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Seaside City Council on the 5th day of March, 2020, and was passed and adopted at a regular meeting of the Seaside City Council on the ____ day of ____ 2020 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

ATTACHMENT 5A IS AVAILABLE AT THE
FOLLOWING LINK:

[https://www.ci.seaside.ca.us/DocumentCenter/View/10703/Attachment-5a---
Campus-Town-Specific-Plan-Book](https://www.ci.seaside.ca.us/DocumentCenter/View/10703/Attachment-5a---Campus-Town-Specific-Plan-Book)

RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING A GENERAL PLAN CIRCULATION ELEMENT AMENDMENT FOR THE CAMPUS TOWN PROJECT

WHEREAS, the City Council has received and considered an application from KB Bakewell Seaside Venture II, LLC (as successor in interest to KB Bakewell Seaside Venture, LLC) (“Applicant”) for approval of a Specific Plan for the Project known as the Campus Town Project generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Peninsula and Lightfighter Drive; and generally north of Gigling Road; and

WHEREAS, the Campus Town Project Site includes approximately 122.23 acres of land; and

WHEREAS, the Project Site in its current state consists of vacant land, buildings and improvements formerly used by the U.S. military and several private uses; and

WHEREAS, the Campus Town Specific Plan (City File SPL-01), provides for up to 1485 dwellings; up to 250 hotel rooms, up to 75 hostel rooms; up to 150,000 square feet of retail, dining and entertainment floor space; up to 50,000 square feet of light industrial, flex and “makerspace” floor area, various parks, trails and open space use, utility extensions and related ancillary uses and structures; and

WHEREAS, as discussed in Section 4.10 of the Campus Town EIR, and its supporting documentation, the Campus Town Project and its implementing actions, including the General Plan amendments, are intended to be carried out in a manner fully in conformity with the Fort Ord Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority’s (FORA) plans and policies, the FORA Master Resolution, and the City’s General Plan, which was deemed consistent with the FORA Base Reuse Plan in 2004; and

WHEREAS, on February 12, 2020, the Planning Commission held a duly public hearing where it took testimony, and adopted a resolution recommending that the City Council approve the General Plan Circulation Element amendment; and

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission’s recommendations; and

WHEREAS, The City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings,

and adopted the MMRP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds that the General Plan amendments are internally consistency with the General Plan, are in the public interest, and are consistent with state law, including the Complete Streets Act of 2008 and Senate Bill 743 [2013]. Consistent with the discussion in Campus Town Draft EIR Section 4.10, under Impact LU-2, the proposed Campus Town project is consistent with the City's existing and proposed General Plans as a whole. While the project is consistent with the General Plan as a whole, to ensure precise consistency, this General Plan amendment has been adopted to create a project-specific application of a more modern approach to transportation planning and analysis.

Finding 2. FORA CONSISTENCY FINDING: The City further finds and certifies that the General Plan Circulation Element amendment is intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and polices, the FORA Master Resolution, and the Regional Urban Design Guidelines (RUDG) as discussed in Section 4.10 of the Campus Town EIR. City Staff shall provide materials necessary to comply with FORA's consistency determination process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Approval of the General Plan Circulation Element Amendment.** The City of Seaside hereby approves the General Plan amendment included as Exhibit A to this Resolution.

Section 2. **Severability.** If any section, subsection, sentence, clause, or phrase of this Resolution (or the attached General Plan amendment) are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional or unenforceable.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council on of the City of Seaside held on the 5th day of March 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ian N. Oglesby Mayor

ATTEST:

Lesley Milton, City Clerk

Exhibits:

Exhibit A – Proposed General Plan Amendment

Exhibit A

General Plan Circulation Element Amendments for the Campus Town Project

Seaside General Plan Circulation Element page C-8 is hereby amended as follows (new amended text is marked in underline):

Performance Criteria and Impact Assessment. Performance criteria are the means by which future traffic volumes are compared to the circulation system design capacity. The adequacy of the circulation system to meet the traffic demands of existing and future land uses will be assessed using the performance criteria established in this Circulation Plan. However, in lieu of the following LOS standards, criteria, studies, and methodology, the Campus Town Specific Plan area and its associated transportation improvements shall utilize a vehicle miles traveled approach to transportation analysis to help reduce transportation-related greenhouse gas emissions and provide for multi-modal access. The Campus Town Specific Plan area is generally bounded by Lightfighter Drive, Colonel Durham Street, 7th Avenue, Gigling Road, and 1st Avenue.

Seaside General Plan Circulation Element Policy C-1.2 and Implementation Plan C-1.2.1 are hereby amended as follows (new amended text is marked in underline):

Policy C-1.2: Improve the Seaside circulation system in concert with public and private land development and redevelopment projects to maintain the City standard of Level of Service "C." To encourage mixed-use development near CSUMB that reduces vehicle miles traveled and reduces reliance on automobile travel, any development proposed in the Campus Town Specific Plan area is not subject to this LOS policy or Implementation Plan C-1.2.1, and shall instead utilize a vehicle miles traveled approach to transportation analysis to help reduce transportation-related greenhouse gas emissions and provide for multi-modal access. The Campus Town Specific Plan area is generally bounded by Lightfighter Drive, Colonel Durham Street, 7th Avenue, Gigling Road, and 1st Avenue.

ORDINANCE NO.____
CAMPUS TOWN DEVELOPMENT AGREEMENT

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SEASIDE APPROVING A DEVELOPMENT AGREEMENT FOR THE
CAMPUS TOWN PROJECT**

WHEREAS, the City Council has received and considered an application from KB Bakewell Seaside Venture II, LLC (as successor in interest to KB Bakewell Seaside Venture, LLC) ("Applicant") for approval of a Development Agreement for the Project known as the Campus Town Project generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Peninsula and Lightfighter Drive; and generally north of Gigling Road; and

WHEREAS, the Campus Town Project Site includes approximately 122.23 acres of land; and

WHEREAS, the Project Site in its current state consists of vacant land, buildings and improvements formerly used by the U.S. military and several private uses; and

WHEREAS, the California Legislature authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with California statute, the City of Seaside ("City") has enacted regulations to implement procedures for the processing and approval of development agreements; and

WHEREAS, on February 12, 2020, at a duly noticed public hearing, the Planning Commission held a public hearing on the Project; received presentations from staff, City consultants, and the applicant; asked questions and received answers and information and heard and considered additional public testimony; and adopted a Resolution, which recommended that City Council approve Development Agreement, and;

WHEREAS, the City published a combined Notice of Public Hearing/Notice of Availability of the Final EIR, including the notice of the Development Agreement, on February 21, 2020 in the Monterey County Weekly. The City also mailed copies of this notice to properties within 300 feet of the project site, posted three copies of this notice on the project site, and emailed this notice to commenting agencies on February 21, 2020 (along with copies of responses to their comments). On February 24, 2020 the City posted notice on the City's homepage, and emailed and mailed copies of this notice to individuals who requested notice, as well as local and state agencies, and other individuals who commented on the Draft EIR. On February 24, 2020, the Final EIR was posted on the

Campus Town Project webpage, and made available in hard copy at several locations identified in the notice.

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission's recommendations; and

WHEREAS, The City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings, and adopted the MMRP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. CONSISTENCY FINDINGS. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds that the Development Agreement is consistent with applicable Goals, Policies, and Implementation Plans of the 2004 General Plan and the proposed Seaside 2040 General Plan. The City Council further finds that:

- a. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan since it vests all project approvals; and
- b. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district where the site is located since it would vest the zoning district as amended for this project; and
- c. As documented in the Campus Town Environmental Impact Report and Campus Town Specific Plan, the Development Agreement is in conformity with public convenience, general welfare and good land use practice because it implements the goals and policies of the Seaside General Plan; and
- d. As documented in the Campus Town Environmental Impact Report, the Development Agreement will not be detrimental to the health, safety and general welfare as identified in the Project EIR; and
- e. As documented in the Campus Town Specific Plan, the Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

Finding 2. FORA CONSISTENCY FINDING. The City further finds and certifies that the Development Agreement is intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the Regional Urban

Design Guidelines (RUDG) as discussed in Section 4.10 of the Campus Town EIR. City Staff shall provide materials necessary to comply with FORA's consistency determination process.

Finding 3. HOUSING FINDINGS. Approval of the Project would assist the City in meeting its regional and state housing goals. The Plan Area is designated under the General Plan Land Use Element as MX, which is intended to provide "a mix of residential commercial, office and civic uses..." (2004 General Plan, Table LU-1.) As also discussed in the General Plan, "[t]his category assumed Community Commercial type development on approximately 65 percent of the acreage." (2004 General Plan, p. LU-14.) The City's 2009-2014 Housing Element, however, did not identify the Plan Area on its inventory of available sites for housing development. The Plan Area is currently zoned CMX, Commercial-Mixed Use Zone as provided under SMC Section 17.14.020.A, and is "intended to accommodate retail stores, offices, theaters, restaurants, and other similar and related uses together with residential units...although mixed use development is not required." Consequently, under these policies, standards and General Plan assumptions (without the Specific Plan), residential development would range from 0 to 1,069.5 residential units (35% x 122.23 acres x 25 du/acre). The proposed Specific Plan would provide 1,485 residential units, enabling more intense residential development in the Plan Area, in comparison to the existing development policies and standards. This increased intensity is acknowledged in the City's recently adopted Housing Element, which identifies the first phase of the proposed Plan Area development in its inventory of sites available for housing. (2015-2023 Housing Element Technical Appendix p. APP-121.) This increased intensity, however, remains consistent with the New Residential Unit Limit of FORA's Development Resource Management Plan. (FEIR, Response 10.4.) Further, the Specific Plan and associated entitlements would facilitate the production of affordable housing by providing for affordable units in accordance with the City's Inclusionary Housing Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. **Approval of the Campus Town Development Agreement.** The City of Seaside hereby approves the Campus Town Development Agreement included as an Exhibit A to this Ordinance.

SECTION 2. **Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance (or the attached Development Agreement) are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional or unenforceable.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Seaside City Council on the 5th day of March, 2020, and was passed and adopted at a regular meeting of the Seaside City Council on the __ day of _____ 2020 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Attachments:

Exhibit A – Development Agreement

ATTACHMENT 7A IS AVAILABLE AT THE
FOLLOWING LINK:

<https://www.ci.seaside.ca.us/DocumentCenter/View/10705/Attachment-7a---Development-Agreement>

ORDINANCE NO.____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE CREATING THE “CAMPUS TOWN SPECIFIC PLAN” ZONING DISTRICT AND REZONING THE CAMPUS TOWN PROJECT AREA TO THE CAMPUS TOWN SPECIFIC PLAN ZONING DISTRICT, GENERALLY LOCATED EAST OF 1ST AVENUE, WEST OF 7TH AVENUE, SOUTH OF CALIFORNIA STATE UNIVERSITY MONTEREY BAY AND NORTH OF GINGLING ROAD

WHEREAS, the Campus Town Plan Area in its current state consists of vacant land, buildings and improvements formerly used by the U.S. military and several private uses; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and Implementing Guidelines, an Environmental Impact Report (EIR) was prepared to analyze all significant impacts of the proposed Project along with required mitigation measures and alternatives; and

WHEREAS, as discussed in Section 4.10 of the Campus Town EIR, and its supporting documentation, the Campus Town Project and its implementing actions, including Zoning Amendment RZ-01, are intended to be carried out in a manner fully in conformity with the Fort Ord Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the City's General Plan, which was deemed consistent with the FORA Base Reuse Plan in 2004;

WHEREAS, on February 12, 2020, the Planning Commission held a duly public hearing where it took public testimony, and adopted a resolution recommending that the City Council approve the Proposed Campus Town Specific Plan Zoning Text and Map amendments; and

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission's recommendations; and

WHEREAS, The City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings, and adopted the MMRP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. CONSISTENCY FINDINGS. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds that the Zoning Text and map amendments are consistent with applicable Goals, Policies, and Implementation Plans of the 2004 General Plan and the proposed Seaside 2040 General Plan, as outlined in greater detail in the Campus Town Draft EIR, Section 4.10, Impact LU-2. The City Council further finds:

- a. Potential uses for the Project Site allowed by the Zoning Text and Map Amendments are compatible with the objectives, policies, general land uses, and programs specified and allowed in the 2004 General Plans and the Campus Town Specific Plan.
- c. Zone Text and Map amendments, would not be detrimental to the health, safety, welfare, and are in public interest of the City.
- d. The Zoning Text and Map Amendments, are internally consistent and do not conflict with the purposes, regulations, and required findings of the Zoning Ordinance.
- e. All elements and requirements of the Zoning Text and Map Amendments are a reasonable and appropriate manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit, or live in this development in particular.

Finding 2. FORA CONSISTENCY FINDING. The City further finds and certifies that the Zoning Text and Map amendments are intended to be carried out in a manner in conformity with the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the Regional Urban Design Guidelines (RUDG) as discussed in Section 4.10 of the Campus Town EIR. City Staff shall provide materials necessary to comply with FORA's consistency determination process.

Finding 3. HOUSING FINDINGS. Approval of the Campus Town Project would assist the City in meeting its regional and state housing goals. The Plan Area is designated under the General Plan Land Use Element as MX, which is intended to provide "a mix of residential commercial, office and civic

uses...” (2004 General Plan, Table LU-1.) As also discussed in the General Plan, “[t]his category assumed Community Commercial type development on approximately 65 percent of the acreage.” (2004 General Plan, p. LU-14.) The City’s 2009-2014 Housing Element, however, did not identify the Plan Area on its inventory of available sites for housing development. The Plan Area is currently zoned CMX, Commercial-Mixed Use Zone as provided under SMC Section 17.14.020.A, and is “intended to accommodate retail stores, offices, theaters, restaurants, and other similar and related uses together with residential units...although mixed use development is not required.” Consequently, under these policies, standards and General Plan assumptions (without the Specific Plan), residential development would range from 0 to 1,069.5 residential units (35% x 122.23 acres x 25 du/acre). The proposed Specific Plan would provide 1,485 residential units, enabling more intense residential development in the Plan Area, in comparison to the existing development policies and standards. This increased intensity is acknowledged in the City’s recently adopted Housing Element, which identifies the first phase of the proposed Plan Area development in its inventory of sites available for housing. (2015-2023 Housing Element Technical Appendix p. APP-121.) This increased intensity, however, remains consistent with the New Residential Unit Limit of FORA’s Development Resource Management Plan. (FEIR, Response 10.4.) Further, the Specific Plan and associated entitlements would facilitate the production of affordable housing by providing for affordable units in accordance with the City’s Inclusionary Housing Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. **Approval of the Campus Town Specific Plan Zoning.** The City Council hereby approves the Zoning Text and Map amendments included as Exhibit A to this Ordinance.

SECTION 2. **Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance (or the attached zoning amendments) are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional or unenforceable.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Seaside City Council on the 5th day of March, 2020, and was passed

and adopted at a regular meeting of the Seaside City Council on the ____ day
of ____ 2020 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Attachments:

Exhibit A: Zoning Text and Map Amendment

Exhibit A

Zoning Map and Text Amendments for the Campus Town Project

SECTION 1: The Zoning District Map for the City of Seaside is hereby revised to designate the following parcels as the “Campus Town Specific Plan” Zoning District. This includes the following Assessor Parcel Numbers (APN), or portions thereof, shown in shaded portions of Figure 1 below: APN 031-151-013 (PORTION WITHIN CTSP), APN 031-151-018, APN 031-151-024, APN 031-151-029, APN 031-151-031, APN 031-151-032, APN 031-151-036 (PORTION WITHIN CTSP), APN 031-151-037, APN 031-151-038, APN 031-151-039, APN 031-151-040, APN 031-151-041, APN 031-151-042, APN 031-151-043, APN 031-151-044, APN 031-151-054, APN 031-151-055, APN 031-151-056, APN 031-261-003, APN 031-261-004.

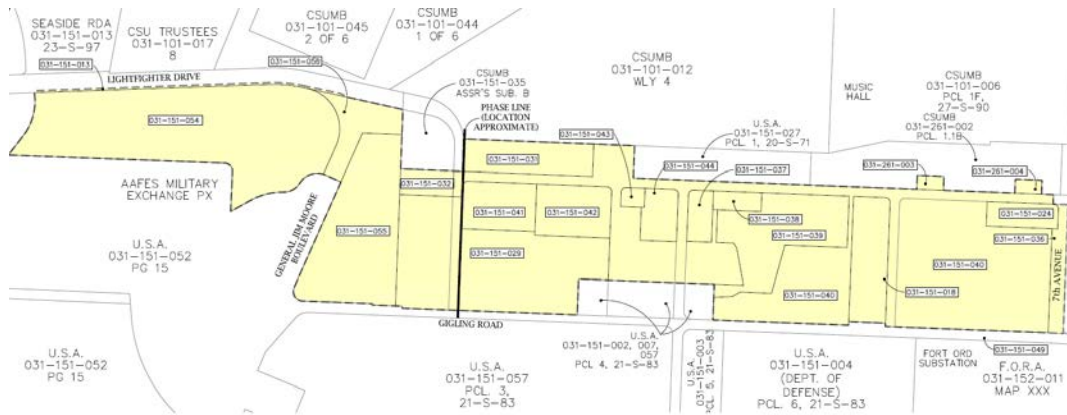


Figure 1

SECTION 2: Seaside Municipal Code Title 17, Article 2, Chapter 17.20 is amended to incorporate Section 17.20.050 “Campus Town Specific Plan” as follows:

17.20.050 Campus Town Specific Plan

A. **Purpose and intent.** The Campus Town Specific Plan was adopted to reuse a key portion of the former Ford Ord for a mix of residential and commercial uses, consistent with the General Plan and Base Reuse Plan. As adopted, the Specific Plan is intended to provide for a variety of building types and uses, including entertainment, retail, housing, visitor lodging, and employment space with sufficient resident population in proximity to proposed commercial uses to support a viable mixed use urban village.

B. **Applicability.** All land use policies, development standards, guidelines, infrastructure improvements and related provisions contained in the Campus Town Specific Plan are applicable to development within the Campus Town Specific Plan Area. The adopted Campus Town Specific Plan is available at Seaside City Hall, on the City's website, or by contacting Planning Division staff directly.

C. **Specific Plan Area.** The Campus Town Specific Plan Area is located in the northern portion of the City, immediately south of California State University Monterey Bay (CSUMB). Figure 2-9 shows the boundaries of the Specific Plan Area, encompassing approximately 122 acres. The Campus Town Plan Area is generally bounded by 1st Avenue to the west and 7th Avenue to the east, by Lightfighter Drive and Colonel Durham Street to the north, and by Gigling Road to the south.

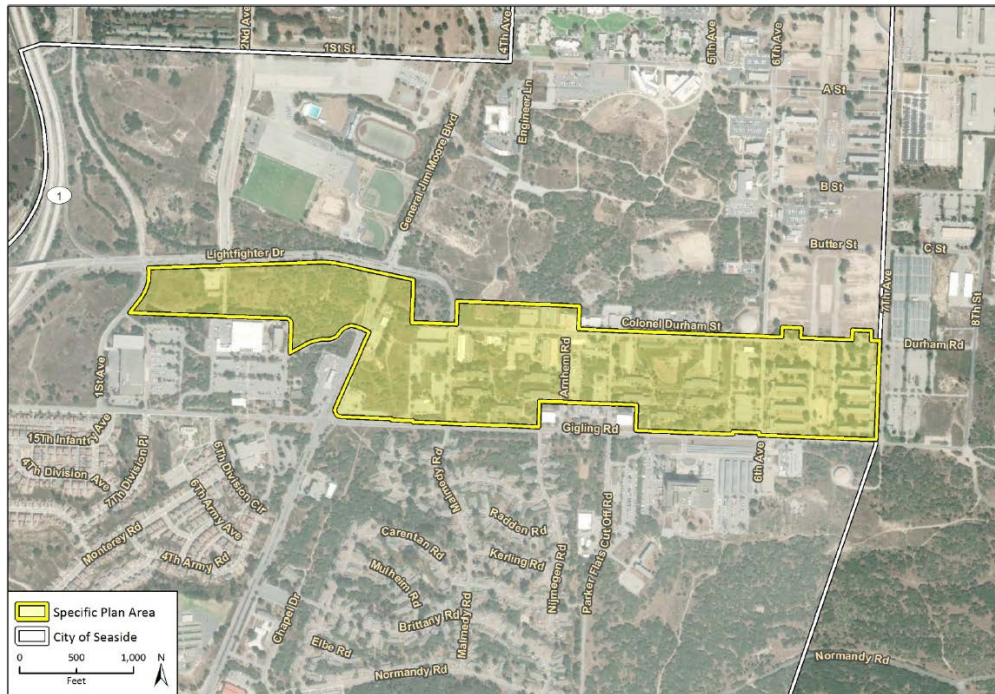


Figure 2-9 – Campus Town Specific Plan Area

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING: A VESTING TENTATIVE MAP VTM-01, AND AN AFFORDABLE HOUSING AGREEMENT FOR THE CAMPUS TOWN PROJECT

WHEREAS, the Applicant, KB Bakewell Seaside Ventures II, has requested City of Seaside ("City") approval of the Campus Town Specific Plan as well as other related land use entitlements (collectively, "Campus Town Project"); and

WHEREAS, the Campus Town Specific Plan would allow the ultimate development of up to 1,485 housing units, 250 hotel rooms, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres generally located south of the California State University, Monterey Bay campus; and

WHEREAS, the Campus Town Project Site is generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Bay and Lightfighter Drive and north; and generally north of Gigling Road; and

WHEREAS, the applicant is also requesting approval of Vesting Tentative Map, VTM-01, that would create lots for future development of the residential, commercial, entertainment and employment uses envisioned in the Campus Town Specific Plan; and

WHEREAS, Vesting Tentative Map VTM-01, including the associated conditions of approval, would also provide for grading of the Project Site; allow for extension of utilities and services to support planned development, including but not limited to potable water, recycled water, sanitary sewer and storm drain system; provide for water quality improvements; allow for new streets to serve anticipated uses; and reserve necessary easements; and

WHEREAS, as required by Chapter 17.32 of the Seaside Municipal Code, the Applicant is also requesting approval of an Inclusionary Housing Agreement for the Project to describe the methods to be employed by the Applicant to satisfy City requirements for affordable dwellings in the community; and

WHEREAS, as discussed in Section 4.10 of the Campus Town EIR, and its supporting documentation, the Campus Town Project and its implementing actions, including the General Plan amendments, are intended to be carried out in a manner

fully in conformity with the Fort Ord Reuse Plan, the Fort Ord Reuse Authority Act, the Fort Ord Reuse Authority's (FORA) plans and policies, the FORA Master Resolution, and the City's General Plan, which was deemed consistent with the FORA Base Reuse Plan in 2004; and

WHEREAS, on February 12, 2020, the Planning Commission held a duly public hearing where it took testimony, and adopted a resolution recommending that the City Council approve the Vesting Tentative Subdivision map and the Affordable Housing Agreement; and

WHEREAS, the City Council held a duly noticed public hearing on March 5, 2020 to receive public testimony and consider the Planning Commission's recommendations; and

WHEREAS, the City Council concurrently certified the Campus Town Specific Plan Final EIR as being completed in compliance with CEQA, adopted CEQA findings, and adopted the Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the City Council has received oral and written comments from the general public, property owners, and interested parties, and has thoroughly considered all above referenced information, reports, Project plans, staff recommendations, and testimony up to and during the public hearing of March 5, 2020 described herein and incorporated by reference, before using its independent judgment and taking any recommending action on the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES HEREBY FIND:

Finding 1. The City Council hereby finds that the above recitals are true and correct, and are incorporated herein by reference as if set forth in full. The City Council further finds:

- A. The proposed map of VTM-01 is consistent with the Seaside's existing and proposed General Plan and the Campus Town Specific Plan as documented in Draft EIR Section 4.10, under Impact LU-2, and;
- B. The design of VTM-01 is consistent with the Seaside General Plan and the Campus Town Specific Plan as documented in Draft EIR Sections 4.1 and 4.10, under Impact LU-2;
- C. The site on which VTM-01 is located is physically suitable for the type of development proposed for the site since the site is generally flat, and is not subject to flooding or other significant soil hazards as documented in the Campus Town Environmental Impact Report ("EIR");

- D. The site on which VTM-01 is located is suitable for the density of development proposed for the site, since the Campus Town Project is relatively flat and contains no significant hazards that would preclude development, as documented in the Campus Town EIR;
- E. The design and improvements of VTM-01 will not result in substantial environmental damage, or substantially and avoidably injure fish or wildlife or their habitat, as demonstrated in the Campus Town EIR, with implementation of Mitigation Measures BIO-1(a) Special Status Plant Pre-Construction Survey, BIO-1(B) Special-Status Plant Species Avoidance, BIO-1(C) Restoration and Monitoring, BIO-1(D) Special-Status Wildlife Pre-Construction Surveys, BIO-1(E) Biological Resources Avoidance and Minimization, BIO-1(f) Pre-Construction Nesting Bird Surveys, BIO-1(g) Tree Habitat Protection Measures, BIO-1(h) Worker Environmental Awareness Program (WEAP);
- F. The design and improvements of VTM -01 will not result in serious public health problems, as demonstrated in the Campus Town EIR;
- G. Adequate facilities (e.g., water and sewage treatment) are available or will be available to serve the proposed subdivision, as set forth in the Campus Town Specific Plan and EIR;
- H. The design of VTM-01 will not conflict with any easements acquired by the public at large for access through or use of the property within the proposed subdivision;

Finding 2. The City Council further finds:

- A. The Affordable Housing Agreement contains all of the elements for an Inclusionary Housing Agreement as required by § 17.32.050 of the Seaside Municipal Code.
- B. The Affordable Housing Agreement includes an initial Inclusionary Housing Plan that proposes an alternative means of compliance with affordable housing requirements established by Seaside Municipal Code Chapter 17.32, as allowed by Seaside Municipal Code § 17.32.060. Consistent with the provisions of § 17.32.060:
 - a. The purposes of Seaside Municipal Code, Chapter 17.32 will be better served by implementation of the proposed alternative.
 - b. The alternative will not overly concentrate inclusionary units within any specific area.
 - c. The alternative will promote the feasibility of prompt construction of the inclusionary units on the property.

- C. With approval of the Agreement, the Project meets the requirements of affordable housing requirements established by Seaside Municipal Code Chapter 17.32.
- D. The City further finds that the precise mix of on-site and off-site affordable housing is currently unknown and speculative. To the extent that development of affordable housing occurs off-site it would be subject to independent California Environmental Quality Act review once additional information is known. Furthermore, affordable housing is identified as a way to minimize environmental impacts because it reduces urban sprawl, thereby reducing Vehicle Miles Traveled, Air Quality and Greenhouse Gasses. (OPR's SB743 Technical Advisory "potential measures to reduce vehicle miles traveled include...incorporate affordable housing into the project"; Gov. Code § 65589.5.) Additionally, there would be adequate water supplies available with the options available under Measure UTIL-1, which have not been utilized by the Campus Town Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Vesting Tentative Map VTM-01 attached to this Resolution (Exhibit A), subject to the following conditions:

- A. COA HAZ-1: If non-building related ACMs, lead or other hazardous material are encountered by the applicant during removal of baseball field light towers, abandoned boiler saddles, and subsurface utility lines, the applicant shall notify the City and applicable regulatory agency(ies), and removal will be handled in compliance with applicable regulations," and
- B. COA: The applicant shall comply with the following recommendations from the Arborist Report: (1) "Tree Replacement" on page 5, (2) "Recommendations for Tree Protection During Construction" on page 6, and (3) "Maintenance Recommendations for Trees to Remain" on pages 7-8.
- C. COA: Construction plans shall be in conformance with the Preliminary Post-Construction Stormwater Control Plan (SCP) for Campus Town dated October 29, 2019 submitted for VTM-01.
- D. COA: Will serve letters from all utility companies (e.g., Marina Coast Water District, Pacific Gas & Electric, etc.) shall be provided prior to submitting a map.
- E. COA: Participate in the formation of CFD(s) for maintenance of public streets, street lights, street medians, street signals, parks maintenance, storm drain systems, including, but not limited to drainage basins, open spaces and public sidewalks.

F. COA: "On-Lot Stormwater Retention" for each residential lot will be required to retain all runoff up to the 100-year 24-hour rainfall event. The developer shall address this infrastructure within the CC&R's to prohibit property owners from adjusting, manipulating or removing this infrastructure. Also, the developer shall ensure the maintenance, and associated cost, of each on-lot facility will be performed by the property owner or Home Owners Association (HOA).

G. COA: A final SCP will be required with each phase of development to demonstrate that the basins have provided adequate capacity based on the final site plan. A storm water hydrology and hydraulic report and final SCP will be required prior to the development of future commercial and mixed use parcels.

H. COA: Prior to submitting a final map which requires offsite storm water discharge, an agreement with CSUMB will be required that allows storm water to be discharged and treated on CSUMB campus property.

I. COA: Prior to submitting a final map that requires offsite storm water discharge, an agreement with the Army will be required that allows storm water to be discharged and treated on Army property.

J. COA: Prior to submitting a final map adjacent to an Army property that requires right-of-way acquisition, the City and developer will obtain an agreement with the Army will be required that allows acquisition of right-of-way on Army property.

K. COA: All construction activities shall be performed in accordance with Industrial Hygienist Report, FORA Report #S201-40-41-0-04.

L. COA: Prior to submitting a final map, applicant to confirm that proposed removal of the sewer line adjacent to the fire station will not adversely affect sewer service to the fire station.

M. COA: Applicant to develop a construction management plan in accordance with the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD) for review and approval by the City staff. In addition to the requirements set forth in the CA MUTCD, the construction management will be required to include at least the following items and requirements:

- Identify proposed truck routes to be used
- Specify construction hours, including limits on the number of truck trips during the AM and PM peak traffic periods (7:00 – 9:00 AM and 4:00 – 6:00 PM), if conditions demonstrate the need

- Include a parking management plan for ensuring that construction worker parking results in minimal disruption to surrounding uses
- Include a public information and signage plan to inform student, faculty and staff of the planned construction activities, roadway changes/closures, and parking changes
- Store construction materials only in designated areas that minimize impacts to nearby roadways
- Limit the number of lane closures during peak hours to the extent possible. Inform the Campus at least two weeks before any partial road closure
- Use Caltrans certified flag persons for any temporary lane closures to minimize impacts to traffic flow, and to ensure safe access into and out of the project sites
- Install traffic control devices as specified in the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones
- To minimize disruption of emergency vehicle access, affected jurisdictions (Campus Police, City Police, County Sheriff, and City Fire Department) will be consulted to identify detours for emergency vehicles, which will then be posted by the construction contractor
- Coordinate with local transit agencies for temporary relocation of routes or bus stops in works zones, as necessary
- Coordinate with other projects under construction near the project site, so an integrated approach to construction-related traffic is developed and implemented

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council approves the Affordable Housing Agreement for the Campus Town Project (Exhibit B):

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council on of the City of Seaside held on the 5th day of March 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ian N. Oglesby Mayor

ATTEST:

Lesley Milton, City Clerk

Exhibits:

Exhibit A- VTM-01
Exhibit B- Affordable Housing Agreement

EXHIBIT A
VTM-01

EXHIBIT B
AFFORDABLE HOUSING AGREEMENT

ATTACHMENT 9A IS AVAILABLE AT THE
FOLLOWING LINK:

[https://www.ci.seaside.ca.us/DocumentCenter/View/10713/Attachment-9a---
Campus-Town-Tentative-Map-for-City-Council-2020-02-258](https://www.ci.seaside.ca.us/DocumentCenter/View/10713/Attachment-9a---Campus-Town-Tentative-Map-for-City-Council-2020-02-258)

This document is recorded
for the benefit of the City
of Seaside and is exempt
from recording fees
pursuant to government
Code Sections 6103 and
27383

Recording requested by
and When recorded mail
to:

City of Seaside
Attn: City Clerk
440 Harcourt Avenue
Seaside, CA 93955

Space above reserved for use of county Recorder

**Affordable Housing Agreement
("Campus Town")**

THIS AGREEMENT, is made and entered into this ____ day of March, 2020 by and between KB Bakewell Seaside Venture II, LLC, a Delaware limited liability company ("Developer"), whose principal offices are located at 5000 Executive Parkway, Suite 125, San Ramon, California 94583, and the City of Seaside, a municipal corporation, and the City of Seaside in its capacity as the successor to the housing rights and obligations of the former Redevelopment Agency of the City of Seaside (collectively "City").

RECITALS

WHEREAS, Developer is purchasing, and will be the owner and developer of, approximately 85 acres of real property located in the area between Gigling Road and Lightfighter Drive/Colonel Durham Road (APNs: 031-151-054 (Parcel I), 031-151-056 (Parcel II), 031-151-055 (Parcel III), 031-151-032 (Parcel IV) 031-151-031 (Parcel V), 031-151-029 (Parcel VI), 031-151-039 (Parcel VII), 031-151-040 (Parcel VIII), 031-261-004 (Parcel IX), 031-261-003 (Parcel X)) that is described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer proposes to develop and construct 1,485 units consisting of single-family dwellings and townhouses, condominium units, apartments and associated improvements, (the "Project"), on the above-described Property; and

WHEREAS, the Project is required to include twenty (20%) percent or 297 affordable housing unit(s) pursuant to the City's Affordable

Housing Ordinance, Chapter 17.32 of the Seaside Municipal Code (the "Affordable Housing Ordinance"); and

WHEREAS, the Developer proposes an alternative pursuant to Seaside Municipal Code ("SMC") 17.32.060 which will construct 225 affordable units (collectively, the "Affordable Units") to be built on-site and off-site and which provides an equivalent of 350 affordable housing units for purposes of the Affordable Housing Ordinance; and

WHEREAS, the City may consider amending the Affordable Housing Ordinance to promote the construction of workforce housing by allowing a residential development to substitute workforce units without recorded income restrictions for moderate income units required by the Affordable Housing Ordinance at the following equivalents: (a) each moderate income unit is equivalent to two units of workforce housing affordable to households earning at or below 120 percent of area median income, and (b) each moderate income unit is equivalent to three units of workforce housing affordable to households earning at or below 150 percent of area median income (the "Workforce Amendment"); and

WHEREAS it is the intention of Developer and the City to set forth in greater detail and specificity within this separate document the terms and conditions for producing, renting and/or selling the Affordable Units in satisfaction of the Affordable Housing Ordinance requirements applicable to the Project; and

WHEREAS, it is the intention of Developer and the City that this Agreement run with the title to the Property and be binding on all parties that have or will acquire any right, title, or interest in said Property, subject to the release provisions herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and covenants hereinafter set forth, the parties hereby agree that Developer shall construct and provide Affordable Units as described in this Agreement.

Section 1. Definitions. Depending upon their context, certain words and phrases used in this Agreement shall have the same meaning as the definitions that are included in the Affordable Housing Ordinance. Other words and phrases used in this Agreement shall have the meanings that are defined below:

- 1.1 Intentionally omitted.
- 1.2 "Affordable Housing Ordinance", unless specifically modified by this Agreement, means Chapter 17.32 of the Seaside Municipal Code in

effect as of the date of this Agreement, a copy of which is attached hereto as Exhibit B.

- 1.3 "Affordable Ownership Cost" means the initial sales price that meets the provisions of California Health and Safety Code 50092.5.
- 1.4 "Affordable Unit(s)" means, depending upon the context, either one or more of the affordable ownership or rental housing units, the development, rental and/or sale of which are regulated by this Agreement.
- 1.5 "Agreement" means this Affordable Housing Agreement.
- 1.6 "Bilingual" means either 1) a person who can speak and read both English and Spanish languages, or 2) documents that are written in both English and Spanish, or both.
- 1.7 "Eligible Purchaser" means persons and families of low or moderate income as defined in California Health and Safety Code section 50093.
- 1.8 "Eligible Renter" means persons and families of low or moderate income as defined in California Health and Safety Code section 50093.
- 1.9 "Excess Sales Proceeds" means ninety percent (90%) of the difference between the Maximum Allowable Sales Price and the Unrestricted Fair Market Value for an Affordable Unit that is allowed to be released from its Resale Agreement upon its sale.
- 1.10 "Maximum Allowable Sales Price" means the maximum price at which an Affordable Unit may be sold under the Affordable Housing Ordinance. The Maximum Allowable Sale Price established for each Affordable Unit is the absolute maximum price that the Developer or individual may charge for the unit or may receive as compensation for the unit. The Developer or individual owner may not charge or receive any additional amount or compensation for an Affordable Unit regardless of whether the additional amount is 1) for options, upgrades or additional improvements to the unit, 2) paid through escrow or outside of escrow, 3) paid prior to, after or as part of the purchase escrow or 4) paid in cash or in kind.
- 1.11 "Median Income" means Area Median Income as defined in the California Health and Safety Code Section 50093.
- 1.12 "Moderate Income" means the maximum income for Persons and Families of Low or Moderate Income as defined in the California Health and Safety Code Section 50093.
- 1.13 "Target Income Level(s)" means, depending upon the context, one or more of the three income levels (i.e., Median Income and

Moderate Income) to which the sale of Affordable Units must be targeted.

- 1.14 "Unrestricted Fair Market Value" means the amount that a for-sale Affordable Unit could sell for if its sales price and occupancy were not restricted under the Affordable Housing Ordinance. The City may, at its sole option, require that the Unrestricted Fair Market Value be established through an appraisal by an MAI or other qualified appraiser.

Section 2. Standards for Inclusionary Units.

- 2.1 Number, Location and Distribution of Affordable Units. The number, location and distribution and phasing of Affordable Units are specified in Exhibit C of this Agreement, are subject to such revisions as may be reasonably approved by the City Manager and City Attorney, so long as the minimum number of Affordable Units does not fall below 297 units (or its corresponding equivalency offset consistent with SMC 17.32.020A.2.). The location of each Affordable Unit within each phase of the Project shall be set forth on the final subdivision map(s) or parcel map(s) filed in the Official Records of Monterey County, California in accordance with the California Subdivision Map Act.
- 2.2 Design. Inclusionary units shall be comparable in infrastructure (including sewer, water, and other utilities), construction quality and exterior design to the market-rate units. Inclusionary units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing, provided, however, notwithstanding Seaside Municipal Code Section 17.32.040, interior finishes of any off-site inclusionary units constructed pursuant to this Agreement shall be comparable to the interior finishes of the on-site For Rent market rate units. The number of bedrooms in for-sale inclusionary units shall be the same as those in the for-sale market-rate units, except that if the market-rate units provide more than four bedrooms, the inclusionary units need not provide more than four bedrooms. With respect to any building with both for-rent inclusionary units and for-rent market rate units, the number of bedrooms in the for-rent inclusionary units in a building shall be the same as those in the for-rent market rate units in that same building.
- 2.3 Timing of Construction. All required inclusionary units shall be constructed and occupied concurrently with or prior to the construction of the associated market-rate units or development as set forth in Exhibit C. Provided, however, that the last inclusionary unit in the project shall be constructed before or concurrent with the issuance of the certificate of occupancy for the final market-rate single family unit in the project.

- 2.4 Limits on Occupancy. Developer shall comply with Chapter 17.32.020A.2. In order to encourage the additional development of low and very-low units, Developer shall be entitled to the equivalents set forth in Section 17.32.020A.2.a. and b. of 1.5 units for each low income unit and 2 units for each additional very low unit. The Developer and the City agree that the Affordable Unit phasing plan set forth on Exhibit C substantially complies with Chapter 17.32.020A.2. If the City adopts the Workforce Amendment and it becomes effective on or before the later to occur of the Close of Escrow on Phase 1 pursuant to the Purchase and Sale Agreement and Escrow Instructions by and between the City and KB-Bakewell Seaside Venture, LLC, a California limited liability company dated February 6, 2017 or June 21, 2021, then Developer, at its election in its sole and absolute discretion, shall have the right to substitute workforce units for the moderate income for-sale units required by the Affordable Housing Agreement at the ratios set forth in the Workforce Amendment.
- 2.5 Duration of Affordability Restriction. Each inclusionary unit produced shall be legally restricted to occupancy by households of the income levels for which the unit was designated, for a minimum of 45 years for “for sale” units and 55 years for “rental” units.

3 Compliance Procedures

- 3.1 Inclusionary Housing Plan. Developer agrees to provide a more specific Inclusionary Housing Plan addressing the requirements of Chapter 17.32.050 B. However, the initial number, size and general location or phasing of very low, low- and moderate as shown on Exhibit C shall constitute the initial Inclusionary Housing Plan for purposes of approval. Minor modifications or refinements of the initial Inclusionary Housing Plan, which do not reduce the number of affordable units below 297, as adjusted for income equivalency or reduce the percentage of affordable units identified in Exhibit C below twenty percent taking into consideration any equivalency offsets, may be made prior to the approval of a Final Map and issuance of any building permit on the Project or Project phase with the reasonable approval of the City Manager and City Attorney.
- 3.2 Eligibility for Occupying Inclusionary Units. Developer shall comply with the requirements of Sections 17.32.070.A and 17.32.090.A, governing income eligibility of initial occupants, whether rental or ownership. Developer shall retain the services of an independent third-party, which is mutually agreeable to City, to verify income and other eligibility requirements for occupancy of rental and for-sale units. Upon concurrence of the City Manager and City Attorney, the foregoing third-party verifier may be waived if the assignee of Developer has appropriate qualifications to conduct

such eligibility requirements.

- 3.3 Pricing of Affordable Units. Developer shall sell each Affordable “For Sale” Unit for a price that the eligible household will pay an affordable ownership cost as defined in California Health and Safety Code section 50052.5. Each Affordable “For Sale” unit shall be encumbered by a deed restriction in substantially the form of Exhibit E, limiting the transferability, occupancy and resale of such affordable unit in accordance with SMC Section 17.32.080, to be recorded concurrently with the sale of such unit to its initial occupants. Developer shall ensure that “For Rent” Units are provided at an Affordable Rent as that term is defined in California Health and Safety section 50053 and that “For Rent” units are restricted by either deed restrictions or a regulatory agreement for the benefit of the City, requiring ongoing compliance with the requirements of SMC 17.32.090, in substantially the form as Exhibit G.
- 3.4 Recordation and Release of Agreement. This Agreement shall be recorded against the title to the Property prior to the recordation of the Final Subdivision Map(s) for the Project. Upon the recordation of a Final Subdivision Map(s), the City shall release from this Agreement all parcels created by the Final Subdivision Map(s) that are not designated as Affordable Units. At the closing of the sale of any parcel containing an Affordable “For Sale” Unit, the City shall release such parcel from this Agreement, subject to the concurrent recordation of the deed restriction upon such parcel substantially in the form of Exhibit E hereto. At the closing of the sale of any parcel containing an Affordable “For Rent” Unit, the City shall release such parcel from this Agreement upon the issuance of construction financing for the Affordable “For-Rent” Units and subject to the concurrent recordation of a regulatory agreement upon such parcel substantially in the form of Exhibit G hereto.

4 Marketing and Sales of Affordable Units

- 4.1 General Provisions. Except where this Agreement provides otherwise, Developer shall follow the procedures and comply with the requirements of Section 17.32 and 17.33 of the Seaside Municipal Code when marketing, selling and renting the Affordable Units.
- 4.2 Local and Bilingual Marketing. To the extent allowed by applicable law, Developer shall make reasonable efforts to sell Affordable Units to buyers who live or work within the Seaside City Limits. To the extent necessary to ensure compliance with State and Federal fair housing laws, Developer shall employ bilingual staff or a firm with bilingual staff to market the Affordable Units and shall prepare and use bilingual sales and marketing materials for the Affordable Units.

4.3 Verification of Buyer Eligibility. No earlier than Fifteen (15) days prior to close of escrow for the sale of each Affordable "For Sale" Unit, the Developer shall provide or cause to be provided verification to the City (or an update of any previous verification) that the buyer's income does not exceed the maximum allowed for the Target Income Level for that unit. No later than seven (7) days following receipt of Developer's submission of such income verification, the City shall provide written notice to Developer if the City disputes the income-qualification of the proposed buyer.

4.4 Individual Regulatory, Security and Disclosure Documents. Prior to the sale of each Affordable Unit, Developer shall ensure that:

4.4.1 The buyer signs a Buyer's Occupancy and Resale Agreement with Option to Purchase (hereinafter "Resale Agreement"), which is in the form that is attached as Exhibit E to this Agreement. The Resale Agreements shall be recorded against the title to each unit immediately following the liens for any loans that are obtained by the home buyer to finance the purchase of the unit.

4.4.2 The buyer signs a Deed of Trust, which is in the form that is attached as Exhibit F to this Agreement, to secure performance of the buyer's obligations under the Resale Agreement including, should the buyer fail to comply with the terms of the Resale Agreement, payment of Excess Sales Proceeds. The Deed of Trust shall be recorded against the title to the unit following the liens for any loans that are obtained by the home buyer to finance the purchase of the unit.

4.4.3 The buyer signs a Disclosure concerning the Affordable Housing Ordinance, the Resale Agreement and the Deed of Trust, which is in a form that will be provided or reasonably approved by the City Manager and City Attorney.

5 Default. Failure of the Developer to cure any default in the Developer's obligations under the terms of this Agreement within Sixty (60) days after the delivery of a notice of default from the City (or where the default is of the nature which cannot be cured within such Ninety (90)-day period, the failure of the Developer to commence to cure such default within One-Hundred Twenty (120)-day period or to proceed diligently to complete the cure of such a default within One-Hundred Eighty (180) days will constitute a default under the Development Agreement and a failure to satisfy the land use conditions of approval with respect to the Property and the requirements of the Affordable Housing Ordinance; and the City may exercise any and all remedies available to it with respect to the Developer's failure to satisfy the requirements of the Development Agreement and land use conditions

of approval including but not limited to the withholding of building permits for the Market Units within the Subject Property.

5.1 Cross Default. If Developer and the City have entered into a Development Agreement as part of City's approval for this Project, a default under this Agreement shall also constitute a default under the Development Agreement.

6 Other Provisions. The following terms and conditions shall also apply to this Agreement and the development and sale of the Affordable Units that are governed by this Agreement.

6.1 Term of Agreement. This Agreement shall remain in force until the later of (i) six (6) months following the sale of the last Affordable "For Sale" Unit to an income-qualified initial buyer, or (ii) the date of recordation of a Rental Unit Affordable Housing Regulatory Agreement for the apartment building containing the last Affordable "For Rent" Unit.

6.2 Term of Affordability. Each Affordable "For Sale" Unit shall remain affordable for a minimum period of Forty-Five (45) years from the date of its sale by Developer to an income-qualified initial buyer. Each Affordable "For Rent" Unit shall remain affordable for a minimum period of Fifty-Five (55) years from the date of the first occupancy of a Rental Unit after the recordation of the Rental Unit Affordable Housing Regulatory Agreement for the apartment building containing such unit.

6.3 Seaside Municipal Code. Unless the text of this Agreement specifies otherwise, any reference to a Section number is a reference to the Seaside Municipal Code.

6.4 No Joint Venture or Partnership. Nothing contained in this Agreement or any document executed with this Agreement shall be construed as creating a joint venture or partnership between the City and Developer.

6.5 Reporting and Compliance Monitoring. Compliance with the requirements of this Agreement covering the initial sale of the Affordable Units shall be reported to the City by the Developer on a form reasonably acceptable to the City Manager or his designee. Developer shall provide the City with other reports as reasonably required by the City to verify compliance with this Agreement.

6.6 Appointment of Other Agencies. At its sole discretion, City may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform the City's obligations under this Agreement.

6.7 Burden to Run with Property. The covenants and conditions

herein contained shall apply to and bind the heirs, executors, administrators, successors, transferees, and assignees of all the parties having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property until terminated or released in accordance with the provisions hereof. Prior to the issuance of building permits, the Developer shall expressly make the conditions and covenants contained in this Agreement a part of any deed or other instrument conveying any interest in the Property. Notwithstanding anything to the contrary set forth in this Agreement, individual purchasers of units pursuant to any approved public report in compliance with the California Subdivided Lands Act, and mortgage lenders holding deeds of trust on such individual units after sale to such purchasers, shall not be subject to the terms of this Agreement; and the terms of this Agreement shall be of no further force or effect with respect to such completed unit on the date of the recordation of a deed to the individual purchaser (with respect to Affordable "For Sale" Units) or the date of the recordation of Rental Unit Affordable Housing Regulatory Agreement for the apartment building containing such unit (with respect to Affordable "For Rent" Units).

6.8 Hold Harmless. Developer will indemnify and hold harmless (without limit as to amount) City and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the development of the Property or the sale of units on the Property, and shall protect and defend Indemnities, and any of them with respect thereto; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the negligence or willful misconduct of any of the Indemnitees.

6.9 Insurance. Developer shall obtain, at its expense, comprehensive general liability insurance for the development of the Property naming Indemnities as additional named insured's with aggregate limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and death and property damage, including coverage for contractual liability and products and completed operations purchased by Developer from an insurance company duly licensed to engage in the business of issuing such insurance in the State, with a current Best's Key Rating of not less than A-V, such insurance to be

evidenced by an endorsement which so provides and delivered to the City Clerk prior to the issuance of any building permit for the development of the Property.

- 6.10 Recording of Agreement. The parties hereto shall cause this Agreement to be recorded against the Property in the official Records of the County of Monterey.
- 6.11 Mortgagees Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any permitted deed of trust recorded on the Property provided, however, that any subsequent owner of the Property shall be bound by the covenants, conditions, restrictions, limitations and provisions of this Agreement, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.
- 6.12 Estoppel Certificate. Upon the request of the Developer, the City shall, through the City Manager, provide Developer and any potential lender or purchaser, with an estoppel certificate by which the City confirms that neither Developer nor the City is in default hereof (or setting forth such defaults) and confirming such other factual matters as Developer or such potential lender or purchaser may reasonably request and the addressees of such estoppel certificates shall be entitled to rely upon the information contained therein.
- 6.13 Third Party Beneficiaries. This Agreement is made for the sole protection and benefit of City, and its permitted Successors. No other person shall have the right of action based on any provision of this Agreement.
- 6.14 Warranties. Each party executing this Agreement warrants they have to legal right to bind their respective parties and encumber the land.
- 6.15 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Jurisdiction shall be the County of Monterey.
- 6.16 Partial Invalidity or Unenforceability. If any provision of this Agreement shall be determined by a court to be invalid and/or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the effective date of this Agreement, then the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- 6.17 Notices and Correspondence. Any notices and correspondence

concerning this Agreement shall be sent to the parties at the following addresses:

City
Clerk
Community Development Department
440 Harcourt Ave
Seaside, CA 93955

Developer
Contact Name
CO
Address
City, State Zip

Electronic Copy to:
cityattorney@ci.seaside.ca.us

In Witness Whereof, the parties have executed this Affordable Housing Agreement as of the day and year written above.

KB Bakewell Seaside Venture II, LLC,
a Delaware limited liability company

By: _____
Name

Its: _____
Title

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

City

Craig Malin, City Manager

Approved as to Form

City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

Exhibits

Exhibit A - Legal Description

Exhibit B – Affordable Housing Ordinance

Exhibit C - Number, Location and Distribution of Affordable Units [KB Spreadsheet]

Exhibit D - Sample Sales Price Calculation

Exhibit E - Form of Resale Agreement

Exhibit F - Form of Deed of Trust

Exhibit G - Form of Rental Unit Affordable Housing Regulatory Agreement

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

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

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

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

- 1) North 88° 00' 00" East, 1,473.85 feet to the beginning of a curve, concave south, having a radius of 895.00 feet; thence
- 2) Easterly 224.55 feet along said curve, through a central angle of 14° 22' 30"; thence
- 3) South 77° 37' 30" East, 21.77 feet to the beginning of a curve, concave southwest, having a radius of 260.00 feet; thence leaving said boundary of said Parcel 3
- 4) Southeasterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence
- 5) South 23° 58' 19" West, 195.81 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 131.30 feet, and from which beginning a radial bears North 16° 47' 48"; thence
- 6) Westerly, 171.15 feet along said curve, through a central angle of 74° 40' 59" to the beginning of a reverse curve, concave northwest, having a radius of 120.00 feet; thence
- 7) Southwesterly, 123.06 feet along said curve, through a central angle of 58° 45' 31" to the beginning of a reverse curve, concave south, having a radius of 413.66 feet; thence
- 8) Westerly, 215.22 feet along said curve, through a central angle of 29° 48' 34"; thence
- 9) South 61° 03' 46" West, 142.81 feet; thence
- 10) North 02° 32' 34" East, 249.44 feet to the beginning of a curve, concave to the southwest, having a radius of 50.55 feet; thence
- 11) Northwesterly, 79.79 feet along said curve, through a central angle of 90° 26' 36"; thence
- 12) North 87° 54' 02" West, 1,363.25 feet to a point on the westerly boundary of said Parcel 3; thence along said westerly boundary the following three (3) courses
- 13) North 37° 50' 06" East, 151.61 feet to the beginning of a curve, concave to the west, having a radius of 357.00 feet; thence
- 14) Northerly, 271.09 feet along said curve, through a central angle of 43° 30' 36"; thence
- 15) North 05° 40' 29" West, 18.97 feet to the Point of Beginning. The bearing North 87° 33' 00" West as measured between monuments found along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

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

Official Records, Monterey County.

PARCEL II:

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

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

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

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

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

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

PARCEL III:

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

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

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

- (1) South 02° 10' 30" West, 1,074.09 feet to a point designated and shown as point seventy-eight (78) on page 4 of 9 thereon; thence leaving said boundary of said Parcel 3
- (2) North 87° 48' 54" West, 147.32 feet; thence
- (3) North 01° 36' 08" East, 8.35 feet; thence
- (4) North 87° 47' 46" West, 438.71 feet to the beginning of a curve, concave northeast, having a radius of 60.00 feet; thence
- (5) northwesterly 117.04 feet along said curve, through a central angle of 111° 46' 04"; thence
- (6) North 23° 58' 19" East, 1,058.92 feet; thence

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

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

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

PARCEL IV:

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

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

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

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

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

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

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

PARCEL V:

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

Beginning at the northwesterly corner of Parcel 12; thence

(1) South 87° 45' 04" East, 821.44 feet; thence

(2) South 2° 13' 00" West, 202.37 feet; thence

(3) North 87° 46' 00" West, 819.31 feet; thence

(4) North 2° 09' 00" East, 171.10 feet; thence, non-tangentially

(5) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 56' 56" West, 289.24 feet, through a central angle of 6° 15' 08", a distance of 31.56 feet, to the Point of Beginning.

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

PARCEL VI: :

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of

Seaside, County of Monterey, State of California described as follows:

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

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

(1) South 87° 46' 00" East, 394.96 feet to a point on the westerly line of Parcel 2, as shown on said map; thence, along the westerly and southerly lines of said Parcel 2,

(2) South 02° 08' 23" West, 200.07 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(3) South 87° 46' 30" East, 464.58 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(4) South 02° 15' 21" West, 23.02 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(5) South 87° 46' 00" East, 473.29 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence, leaving said boundary of said Parcel 2,

(6) South 02° 14' 00" West, 263.17 feet to a point on the southerly boundary of said Parcel 1; thence along the southerly and westerly boundary of said Parcel 1,

(7) North 87° 49' 30" West, 187.15 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(8) South 02° 10' 12" West, 224.79 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(9) North 87° 49' 37" West, 1103.28 feet to a brass tag in walk stamped "RCE 15310"; thence

(10) North 02° 14' 12" East, 12.99 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(11) North 87° 49' 30" West, 42.25 feet; thence

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

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

PARCEL VII:

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

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

(1) South 2° 14' 00" West, 324.24 feet; thence

(2) North 87° 46' 00" West, 392.97 feet; thence

(3) South 15° 36' 00" West, 312.79 feet; thence

(4) North 87° 23' 00" West, 197.15 feet; thence

(5) South 60° 24' 00" West, 56.50 feet; thence

- (6) South 87° 12' 30" West, 117.57 feet; thence
- (7) North 02° 10' 21" East, 81.94 feet; thence
- (8) South 87° 49' 30" East, 184.43 feet; thence
- (9) North 10° 27' 00" West, 236.04 feet; thence
- (10) North 30° 43' 16" West, 36.81 feet; thence
- (11) North 87° 47' 21" West, 109.80 feet; thence
- (12) North 02° 14' 00" East, 205.98 feet; thence
- (13) South 87° 46' 00" East, 274.63 feet; thence
- (14) North 02° 14' 00" East, 118.10 feet; thence
- (15) South 87° 46' 00" East, 550.23 feet, to the Point of Beginning.

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

PARCEL VIII:

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

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

- (1) South 02° 12' 30" West, 60.00 feet; thence
- (2) North 87° 45' 49" West, 414.88 feet; thence
- (3) South 02° 14' 47" West, 155.03 feet; thence
- (4) South 87° 46' 07" East, 414.99 feet; thence
- (5) South 02° 12' 30" West, 653.19 feet; thence
- (6) North 87° 49' 30" West, 1025.78 feet; thence
- (7) North 02° 14' 01" East, 779.15 feet; thence, non-tangentially,
- (8) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 17" West, 30.00 feet, through a central angle of 90° 00' 00", a distance of 47.12 feet; thence
- (9) North 87° 46' 17" West, 201.00 feet; thence
- (10) South 02° 14' 00" West, 809.37 feet; thence
- (11) North 87° 49' 19" West, 855.18 feet; thence
- (12) North 02° 10' 21" East, 142.85 feet; thence

- (13) North 87° 12' 30" East, 117.57 feet; thence
- (14) North 60° 24' 00" East, 56.50 feet; thence
- (15) South 87° 23' 00" East, 197.15 feet; thence
- (16) North 15° 36' 00" East, 312.79 feet; thence
- (17) South 87° 46' 00" East, 392.97 feet; thence
- (18) North 02° 14' 00" East, 324.24 feet; thence
- (19) North 87° 46' 00" West, 550.23 feet; thence
- (20) South 02° 14' 00" West, 118.10 feet; thence
- (21) North 87° 46' 00" West, 274.63 feet; thence
- (22) South 02° 14' 00" West, 205.98 feet; thence
- (23) South 87° 47' 21" East, 109.80 feet; thence
- (24) South 30° 43' 16" East, 36.81 feet; thence
- (25) South 10° 27' 00" East, 236.04 feet; thence
- (26) North 87° 49' 42" West, 851.79 feet; thence
- (27) North 02° 13' 56" East, 556.13 feet; thence, non-tangentially,
- (28) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 24" West, 30.00 feet, through a central angle of 90° 00' 22", a distance of 47.13 feet to a point of cusp; thence; thence
- (29) North 87° 45' 57" West, 878.30 feet; thence, non-tangentially
- (30) Southwesterly, along the arc of a curve to the left, concave to the southeast, the center of which bears South 02° 11' 48" West, 30.00 feet; through a central angle of 90° 09' 38", a distance of 47.21 feet to a point of cusp; thence
- (31) South 02° 08' 23" West, 69.85 feet; thence
- (32) North 87° 46' 00" West, 60.00 feet; thence
- (33) North 02° 08' 00" East, 159.92 feet; thence
- (34) South 87° 46' 00" East, 874.31 feet; thence
- (35) North 02° 15' 00" East, 202.37 feet; thence
- (36) South 87° 46' 09" East, 256.86 feet; thence
- (37) South 02° 15' 00" West, 202.38 feet; thence
- (38) South 87° 45' 59" East, 1112.75 feet; thence
- (39) South 87° 46' 17" East, 1533.74 feet, to the Point of Beginning.

Excepting Therefrom a 0.41 acre parcel of land, more particularly known as "F5.2", as designated for

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

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

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

(1) South 02° 40' 54" West, 120.15 feet; thence

(2) North 87° 47' 08" West, 18.45 feet; thence

(3) North 87° 45' 13" West, 130.27 feet; thence

(4) North 02° 14' 30" East, 90.12 feet; thence, non-tangentially

(5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 56' 13" East, 30.00 feet, through a central angle of 90°01'46", a distance of 47.14 feet to a point of cusp; thence

(6) South 87° 43' 34" East, 119.72 feet, to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L15.1", as designated for Economic Development Conveyance, more particularly described as follows:

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

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

(1) South 87° 46' 19" East, 180.23 feet; thence, non-tangentially

(2) Southeasterly, along the arc of a curve to the right, concave to the southwest, the center of which bears South 02° 13' 56" West, 30.00 feet, through a central angle of 90°00'42", a distance of 47.13 feet to a point of cusp; thence,

(3) South 02° 12' 56" West, 299.03 feet; thence

(4) North 87° 47' 27" West, 229.51 feet; thence

(5) North 02° 10' 34" East, 208.96 feet; thence

(6) South 87° 47' 08" East, 18.45 feet; thence

(7) North 02° 40' 54" East, 120.15 feet to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L36", as designated for

Economic Development Conveyance, more particularly described as follows:

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

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

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

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

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

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

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

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

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

PARCEL IX:

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

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

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

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

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

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

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

PARCEL X:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19,

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

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

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

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

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

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

Exhibit B
Affordable Housing Ordinance

[Attached]

Chapter 17.32

AFFORDABLE HOUSING REQUIREMENTS

Sections:

- 17.32.010 Purpose
- 17.32.020 Applicability
- 17.32.030 Exemptions
- 17.32.040 Standards for Inclusionary Units
- 17.32.050 Compliance Procedures
- 17.32.060 Alternatives
- 17.32.070 Eligibility for Occupying Inclusionary Units
- 17.32.080 Owner-Occupied Units
- 17.32.090 Rental Units
- 17.32.100 Adjustments, Waivers
- 17.32.110 Enforcement

17.32.010 Purpose

The purpose of this chapter is to:

- A.** Encourage the development and availability of housing affordable to a broad range of households with varying income levels within City as mandated by Government Code Section 65580 et seq.;
- B.** Offset the demand for affordable housing created by new development, and mitigate environmental and other impacts that accompany new development by protecting the economic diversity of the City's housing stock, reducing traffic, transit and related air quality impacts, promoting jobs/housing balance, and reducing the demands placed on transportation infrastructure in the region;
- C.** Implement the policies of the Housing Element of the General Plan.

17.32.020 Applicability

A. Inclusionary requirement. Each residential development, including a condominium conversion, shall be designed and constructed to provide at least 20 percent of the total units as inclusionary units restricted for occupancy by moderate-, low- or very low-income households. The number of inclusionary units required for a particular project will be determined only once, at the time of Tentative Map or Parcel Map approval, or for developments not processing a map at the time of Use Permit approval, or prior to issuance of a Building Permit. If a change in the subdivision design changes the total number of units, the number of inclusionary units required will be recalculated to coincide with the final approved project.

1. Calculation. For purposes of calculating the number of affordable units required by this section, any additional units authorized as a density bonus in compliance with Chapter 17.33 (Affordable Housing Incentives) will not be counted in determining the required number of inclusionary units. In determining the number of whole inclusionary units required, any decimal fraction less than 0.5 shall be rounded down to the nearest whole number, and any decimal fraction of 0.5 or more shall be rounded up to the nearest whole number.

2. Limitations on occupancy. The first one-third of the required inclusionary units shall be restricted to occupancy by low-income households. The second third of the inclusionary units shall

be restricted to occupancy by very low-income households. To encourage additional development of low- and very low-income housing, the Council may authorize the use of the following equivalents:

- a. Each very low-income unit is equivalent to two units affordable to moderate-income households; and
- b. Each low-income unit is equivalent to 1.5 units affordable to moderate-income households.

B. Minimum requirements. The requirements of this chapter are minimum and maximum requirements, although nothing in this chapter limits the ability of a person to waive their rights or voluntarily undertake greater obligations than those imposed by this chapter.

17.32.030 Exemptions

The requirements of this chapter do not apply to:

- A.** The reconstruction of a structure that has been destroyed by fire, flood, earthquake or other act of nature; provided, that reconstruction does not increase the number of residential units; or
- B.** A development that already has more units that qualify as affordable to moderate-, low- and very low-income households than this chapter requires; or
- C.** Housing constructed by a government agency; or
- D.** A second unit.

17.32.040 Standards for Inclusionary Units

Each inclusionary unit built in compliance with this chapter shall comply with the following standards:

- A. Location of inclusionary units.** Except as otherwise provided in this chapter, inclusionary units shall be dispersed throughout a residential development.
- B. Design.** Inclusionary units shall be comparable in infrastructure (including sewer, water and other utilities), construction quality and exterior design to the market-rate units. Inclusionary units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing. The number of bedrooms shall be the same as those in the market-rate units, except that if the market-rate units provide more than four bedrooms, the inclusionary units need not provide more than four bedrooms.
- C. Timing of construction.** All required inclusionary units shall be constructed and occupied concurrently with or prior to the construction and occupancy of the associated market-rate units or development. In a phased development, the inclusionary units may be constructed and occupied in proportion to the number of units in each phase of the residential development; provided, that the last inclusionary unit in the project shall be constructed before the last market-rate unit.
- D. Duration of affordability requirement.** Each inclusionary unit produced in compliance with this chapter shall be legally restricted to occupancy by households of the income levels for which the unit was designated, for a minimum of 40 years from the date of first occupancy for rental units, and for a minimum of 40 years from the date of each sale of any affordable unit for owner occupied units. (Additional affordability requirements may apply in compliance with state redevelopment law (Health

and Safety Code Section 33413(c).)

17.32.050 Compliance Procedures

A. General. Approval of an inclusionary housing plan and implementation of a City approved inclusionary housing agreement is a condition of any Tentative Map, Parcel Map, Use Permit, or Building Permit for any development for which this chapter applies. This section does not apply to an exempt project.

B. Inclusionary Housing Plan. No application for a Tentative Map, Parcel Map, Use Permit, or Building Permit to which this chapter applies shall be deemed complete until an Inclusionary Housing Plan is submitted with the application. At any time during the review process, the City may require from the developer additional information reasonably necessary to clarify and supplement the application or determine the consistency of the proposed Inclusionary Housing Plan with the requirements of this chapter. The Inclusionary Housing Plan must include:

1. The location, structure (attached, semi-attached, or detached), whether for sale or rental, size of the proposed market-rate and inclusionary units, and the basis for calculating the number of inclusionary units;
2. A floor or site plan showing the location of the inclusionary units;
3. The income levels to which each inclusionary unit will be made affordable;
4. For phased development, a phasing plan that provides for the timely development of the number of inclusionary units proportionate to each proposed phase of development as required by Subsection 17.32.040.C (Standards for Inclusionary Units – Timing of construction).
5. Any alternative means designated in Subsection 17.32.060.A (Alternatives – Developer proposal) proposed for the development along with information necessary to support the findings required by Subsection 17.32.060.B (Alternatives – Discretion) for approval of the alternatives; and
6. Any other information reasonably requested by the City to assist with evaluation of the plan in compliance with the standards of this chapter.

C. Inclusionary Housing Agreement. The Inclusionary Housing Agreement shall use the form provided by the City. The contents of the agreement may vary depending on the manner in which the provisions of this chapter are satisfied for a particular development. Each Inclusionary Housing Agreement shall include, at minimum, the following:

1. Description of the development, including whether the inclusionary units will be rented or owner-occupied;
2. The number, size and location of very low-, low- or moderate-income units;
3. Provisions and/or documents for resale restrictions, deeds of trust, rights of first refusal or rental restrictions;
4. Provisions for monitoring the ongoing affordability of the units, and the process for qualifying prospective resident households for income eligibility; and
5. Any additional obligations relevant to the compliance with this chapter.

D. Recording of agreement. Each Inclusionary Housing Agreement shall be recorded against owner-occupied inclusionary units and residential projects containing rental inclusionary units, as applicable. Additional rental or resale restrictions, deeds of trust, rights of first refusal, and/or other documents acceptable to the City shall also be recorded against owner-occupied inclusionary units. In cases where the requirements of this chapter are satisfied through the development of off-site units, the Inclusionary Housing Agreement shall simultaneously be recorded against the property where the off-site units are to be developed.

17.32.060 Alternatives

A. Developer proposal. A developer may propose an alternative means of compliance in an Inclusionary Housing Plan as provided in Subsection 17.32.050.B as follows:

- 1. Off-site construction.** Units may be constructed off-site if the inclusionary units will be located in an area where, based on the availability of affordable housing, the review authority finds that the need for such units is greater than the need in the area of the proposed development.
- 2. Land dedication.** In lieu of building inclusionary units, a developer may choose to dedicate land to the City suitable for the construction of inclusionary units that the review authority reasonably determines to be of equivalent or greater value than is produced by applying the inclusionary obligation.
- 3. Combination.** The review authority may accept any combination of on-site construction, off-site construction, in-lieu fees and land dedication that at least equal the cost of providing inclusionary units on site as would otherwise be required by this chapter. The value of a proposed land dedication shall be determined by an appraiser appointed by the City.

B. Discretion. The review authority may approve, conditionally approve, or reject any alternative proposed by a developer as part of an Inclusionary Housing Plan. Any approval or conditional approval shall be based on a finding that the purposes of this chapter would be better served by implementation of the proposed alternatives. In determining whether the purposes of this chapter would be better served under the proposed alternative, the review authority should consider:

- 1.** Whether implementation of an alternative would overly concentrate inclusionary units within any specific area and, if so, must reject the alternative unless the undesirable concentration of inclusionary units is offset by other identified benefits that flow from implementation of the alternative in issue; and
- 2.** The extent to which other factors affect the feasibility of prompt construction of the inclusionary units on the property, such as costs and delays, the need for an appraisal, site design, zoning, infrastructure, clear title, grading and environmental review.

17.32.070 Eligibility for Occupying Inclusionary Units

A. General eligibility. No household may occupy an inclusionary unit unless the City or its designee has approved the household's eligibility, or has failed to make a determination of eligibility within the time or other limits provided by an Inclusionary Housing Agreement or resale restriction. If the City or its designee maintains a list or identifies eligible households, initial and subsequent occupants will be selected first from the list of identified households, to the maximum extent possible, in compliance with any rules approved by the City.

B. Occupancy. A household who occupies a rental inclusionary unit or purchases an inclusionary unit shall occupy the unit as a principal residence.

17.32.080 Owner-Occupied Units

A. Initial sales price. The initial sales price of the inclusionary unit must be set so that the eligible household will pay an affordable ownership cost.

B. Transfer. Renewed restrictions will be entered into on each change of ownership, with a 40-year renewal term, upon transfer of an owner-occupied inclusionary unit prior to the expiration of the 40-year affordability period.

C. Resale. The maximum sales price permitted on resale of an inclusionary unit designated for owner occupancy shall be the lower of:

1. Fair market value; or
2. The seller's lawful purchase price, increased by the lesser of:
 - a. The rate of increase of area median income during the seller's ownership; or
 - b. The rate at which the consumer price index increased during the seller's ownership.

To the extent authorized in any resale restrictions or operative Inclusionary Housing Agreement, sellers may recover at time of sale the market value of capital improvements made by the seller and the seller's necessary and usual costs of sale, and may authorize an increase in the maximum allowable sales price to achieve such recovery.

D. Change in title. The following requirements apply in the event of a change in circumstance, including death, marriage, and divorce, that may occur prior to the expiration of the required affordability period:

1. Upon the death of one of the owners, title in the property may transfer to the surviving joint tenant, tenant in common, or community property holder, without respect to the income eligibility of the household.
2. Upon the death of a sole owner or all owners, and inheritance of the inclusionary unit by a non-income-eligible inheritee, there will be a one year compassion period between the time when the estate is settled and the time when the property must be sold to an income-eligible household. A non-eligible inheritee may request and the Council may waive this requirement on the basis of hardships specified by the Council. Alternatively, the Council may authorize their continued ownership with the unit rented at an affordable rate to an eligible household.

17.32.090 Rental Units

A. Eligibility of tenants. The owner of rental inclusionary units shall be responsible for certifying the income of the tenant to the Director at the time of initial rental, and annually thereafter. This shall be completed by viewing acceptable documentation, including income tax statements or a W-2 for the previous calendar year, and submitting, on a form approved by the City, a certification that the tenant qualifies as an income eligible household.

B. Selection of tenants. The owner of rental inclusionary units shall fill vacant units by either:

1. Selecting income-eligible households themselves as long as the owner complies with the publication requirements in Subsection C of this section (Publication of availability of units).
2. Selecting income-eligible households from the City's Section 8 Housing Choice Voucher

Waiting List available from the Department.

C. Publication of availability of units. Whenever an inclusionary unit becomes available, the owner shall publish notices of the availability of the inclusionary unit in newspapers circulated widely in the City, including newspapers that reach minority communities. The notice should briefly explain what inclusionary housing is, state the applicable income requirements, indicate where applications are available, state when the application period opens and closes, and provide a telephone number for questions. Applications may require the name, address, and telephone number of the applicant; the number of persons to occupy the household; and any other information relevant to determine whether the applicant is eligible to occupy an inclusionary unit. The owner shall submit proof of publication to the Director.

D. Notification to City. Whenever an inclusionary unit becomes available, the owner shall immediately notify the Director in writing.

E. Subsequent rental to income-eligible tenant. The owner of rental inclusionary units shall apply the same rental terms and conditions to tenants of inclusionary units as are applied to all other tenants, except as otherwise required to comply with this chapter (i.e., rent levels, occupancy restrictions, and income requirements) and/or government subsidy programs. Discrimination based on subsidies received by the prospective tenant is prohibited.

F. Changes in tenant income. If after moving into an inclusionary unit the tenant's income eventually exceeds the income limit for that unit, the tenant may remain in the unit (the "original unit") as long as his/her income does not exceed 140 percent of the income limit for the original unit. Once the tenant's income exceeds 140 percent of the income limit for the original unit, the following shall apply:

1. If the tenant's income does not exceed the income limits of other inclusionary units in the residential development, the owner may, at the owner's option, allow the tenant to remain in the original unit at the tenant's new applicable affordable housing cost, as long as the next vacant unit is redesignated for the same lower-income category applicable to the original unit. If the owner does not want to redesignate the next vacant unit, the tenant shall be given one year's notice to vacate the unit. If during the year, an inclusionary unit becomes available and the tenant meets the income eligibility for that unit, the owner shall provide the tenant with the opportunity to submit an application for that unit.

2. If there are no units designated for a higher income category within the residential development that may be substituted for the original unit, the tenant shall be given one year's notice to vacate the unit. If within that year, another unit in the residential development is vacated, the owner may, at the owner's option, allow the tenant to remain in the original unit and raise the tenant's rent to market rate and designate the newly vacated unit for the original unit at the applicable affordable housing cost. The newly vacated unit must be comparable in size (i.e., number of bedrooms, bathrooms, square footage, etc.) and location (i.e., same floor, same view, etc.) as the original unit.

17.32.100 Adjustments, Waivers

The requirements of this chapter may be adjusted or waived in extreme cases if the developer demonstrates to the Council by the presentation of substantial evidence that applying the requirements of this chapter would take property in violation of the United States or California constitutions.

A. Timing. To receive an adjustment or waiver, the developer must make a showing when applying

for a first approval for the residential development, and/or as part of any appeal that the City provides as part of the process for the first approval.

B. Considerations. In making a determination on an application to adjust or waive the requirements of this chapter, the Council may assume each of the following when applicable:

1. That the developer is subject to the inclusionary housing requirement or in-lieu fee;
2. The extent to which the developer will benefit from inclusionary incentives;
3. That the developer will be obligated to provide the most economical inclusionary units feasible in terms of construction, design, location and tenure; and
4. That the developer is likely to obtain other housing subsidies where such funds are reasonably available.

C. Decision and further appeal. The Council, upon legal advice provided by or at the behest of the City Attorney, will determine the application and issue a written decision.

D. Modification of plan. If the Council, upon legal advice provided by or at the behest of the City Attorney, determines that the application of the provisions of this chapter lacks a reasonable relationship between the impact of a proposed residential project and the requirements of this chapter, or that applying the requirement of this chapter would take property in violation of the United States or California constitutions, the inclusionary housing plan shall be modified, adjusted or waived to reduce the obligations under this chapter to the extent necessary to avoid an unconstitutional result. If the Council determines no violation of the United States or California constitutions would occur through application of this chapter, the requirements of this chapter remain applicable.

17.32.110 Enforcement

A. Penalty for violation. It shall be a misdemeanor to violate any provision of this chapter. Without limiting the generality of the foregoing, it shall also be a misdemeanor for any person to sell or rent to another person an affordable unit under this chapter at a price or rent exceeding the maximum allowed under this chapter or to sell or rent an affordable unit to a household not qualified under this chapter. It shall further be a misdemeanor for any person to provide false or materially incomplete information to the City or to a seller or lessor of an inclusionary unit to obtain occupancy of housing for which he or she is not eligible.

B. Legal action. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this chapter, including:

1. Actions to revoke, deny or suspend any permit, including a Building Permit, Certificate of Occupancy, or discretionary approval;
2. Actions to recover from any violator of this chapter civil fines, restitution to prevent unjust enrichment from a violation of this chapter, and/or enforcement costs, including attorneys fees;
3. Eviction or foreclosure; and
4. Any other appropriate action for injunctive relief or damages. Failure of any official or agency to fulfill the requirements of this chapter shall not excuse any person, owner, household or other party from the requirements of this chapter.

Exhibit C

**Number, Location and Distribution of
Affordable Units Number of Affordable Units**

- 1) Allow Equivalent Inclusionary Units at the following Ratios: Vlow 2:1, Low 1.5:1, Mod 1:1
- 2) All City Fees are waived for all affordable units (Onsite & Offsite) except time for building inspectors paid at cost.
- 3) Allow provisions for density bonus per state law.

EXHIBIT D

Sample Sales Price Calculation for a Two-Bedroom Median Income Unit

The Maximum Allowable Sales Price for Affordable “For Sale” Units shall be calculated using the procedures and formulas described below and in California Health and Safety Code Section 50052.5. Income limits for the target affordability level shall be as identified by the California Housing and Community Development Department for Monterey County as adjusted for affordability level and household size. The prevailing interest rate used in these calculations shall be determined by the City in its reasonable discretion, based on available interest rates from residential mortgage lenders active in Monterey County, for a fully amortizing fixed-rate 30-year mortgage loan.

1. Determine the annual Seaside Median Income Limit for a household size that is one person larger than the number of bedrooms in the affordable unit;
2. Multiply the income limit determined in the previous step by thirty percent (30%) to obtain an annual housing allowance of thirty percent (30%) of income;
3. Divide the annual housing allowance determined in the previous step by twelve (12) to determine the monthly housing allowance;
4. Using a standard amortization table or formula, calculate the loan amount that can be repaid over thirty (30) years with equal monthly payments equal to the monthly housing allowance using the prevailing interest rate for thirty (30) years, and assuming a fully amortized fixed rate mortgage; and
5. Divide the loan amount calculated in the previous step by .95 to determine the Maximum Allowable Sales Price assuming a five percent (5%) down payment.

The following calculations are for a two-bedroom unit that is affordable at the Median Income Level based on the Income Limits adopted by the State Housing and Community Development for 2019 (which are revised annually), and the Prevailing Interest Rate adopted by the City Manager on [DATE].

Step 1	Median Income Limit for a 3 person household	\$66,700
Step 2	30% of the Income Limit determined in Step 1	\$20,010
Step 3	One twelfth of the amount calculated in Step 2	\$1667.50
Step 4	Amount that can be financed with payment calculated in Step 3 with a 30 year fixed-rate loan at a ____% interest rate (the adopted rate) [NOTE: 6.75% is not the correct interest rate as of the date of this mark-up. The rate is below 4% today]	\$
Step 5	Loan amount in Step 4 divided by 95%	\$

The Maximum Allowable Sales Price Calculation for resales by individual home owners who purchased an affordable unit shall be the above calculation using the income limits at the time of sale.

Sample Rental Price Calculation for a Two-Bedroom Median Income Unit

The Maximum Allowable Rental for Affordable Units shall be calculated using the procedures and formulas described below and in the California Health and Safety Code Chapter 50052.5 and 50053; provided, however, in the case of Affordable “For-Rent” Units that are financed with low-income housing tax credits under Section 42 of the Internal Revenue Code (“Tax Credits”), as administered pursuant to the regulations of the California Tax Credit Allocation Committee (“CTCAC”), then the Maximum Allowable Rental for such Affordable Units shall be calculated using the procedures and formulas described in the CTCAC regulations and documents in lieu of California Health and Safety Code Chapter 50052.5 and 50053, and the procedures and formulas set forth below shall be updated accordingly.

1. Determine the annual Seaside Income Limit for the target level of affordability for a household size that is one person larger than the number of bedrooms in the affordable unit;
6. Multiply the income limit determined in the previous step by thirty percent (30%) to obtain an annual housing allowance of thirty percent (30%) of income;
7. Divide the annual housing allowance determined in the previous step by twelve (12) to determine the monthly housing allowance;

The following calculations are for a two-bedroom unit that is affordable at the **Median** Income Level based on the Income Limits adopted in 2019 by the State Housing and Community Department.

Step 1	Median Income Limit for a 3 person household	\$66,700
Step 2	30% of the Income Limit determined in Step 1	\$20,010
Step 3	One twelfth of the amount calculated in Step 2	\$1,667.5

**Exhibit E [Under
Review]**

**Form of Resale
Agreement**

Complimentary Recording Requested
Pursuant To Government Code
Section 6103 and 27383
When Recorded Mail To:
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Affordable Housing
Program

**BUYER'S OCCUPANCY AND RESALE
AGREEMENT WITH OPTION TO
PURCHASE**

CITY OF SEASIDE INCLUSIONARY HOUSING PROGRAM

Owner: _____ Address of Home: _____

Development: «Subdivision» APN: _____

Income Category of Home: _____

Number of Bedrooms: _____ Original

Sales Price: _____

This Buyer's Occupancy and Resale Agreement with Option to Purchase (the "Agreement") is entered into as on _____, 20__, by and between the City of Seaside, a Municipal Corporation, and the City of Seaside in its capacity as Successor for Housing Functions of its dissolved Redevelopment Agency (the "City") and----- (the "Owner").

RECITALS

A. Pursuant to Chapter 17.32 of the Seaside Municipal Code, a portion of all new housing constructed in the City of Seaside is required to be affordable for median to above moderate income households.

B. «Developer_Name» (the "Developer") entered into an Affordable Housing Agreement dated «AHO_Agreement_Date». Pursuant to the Affordable Housing Agreement, the Developer agreed to sell «Number_of_units» homes to very low, low moderate, or moderate income households at affordable prices (the "Affordable Units").

C. Owner intends to purchase the property located at in the City of Seaside, and more particularly described in Exhibit A attached hereto and incorporated herein (the "Home"). The Home is one of the Affordable Units. The Home has been designated by the City and the Developer as an _____ unit.

D. Pursuant to the Affordable Housing Ordinance and the Affordable Housing Agreement, the Developer and the City are required to ensure the continued affordability of the Home as an Affordable Unit, and the City therefore requires the Owner to execute this Agreement as a condition of the Owner's purchase of the Home. The Owner has agreed to execute and comply with this Agreement in consideration of the Developer's agreement to sell the Home to the Owner at an affordable price, which is below the fair market value of the Home.

E. The purpose of this Agreement is to place resale controls on the Home and to require the payment of any excess proceeds of sale to the City. This Agreement also provides the City an option to purchase the Home at a restricted price, given in consideration of the economic benefits to the Owner resulting from purchase of the Home at a below market price under the City's Affordable Housing Program.

F. The Owner is receiving a first mortgage loan (the "First Mortgage Loan") from (the "First Lender"). The First Mortgage Loan is secured by a deed of trust executed by the Owner in favor of First Lender and recorded in the County of Monterey (the "First Mortgage Deed of Trust").

G. This Agreement shall be secured by a deed of trust on the Home (the "City Deed of Trust"). This Agreement and the City Deed of Trust shall be subordinate to the lien of the First Mortgage Deed of Trust.

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City hereunder, the Owner and the City agree, as follows:

I. DEFINITIONS

The following terms are specially defined for this Agreement and their definitions can be found in the sections indicated below:

- A. "Affordable Housing Requirement" - Recital A
- B. "Agreement" - First sentence of the Agreement on page 1
- C. "Affordable Price" - Section 10B
- D. "City" - First sentence of the Agreement on page 1
- E. "City Deed of Trust" - Recital G
- F. "City Option" - Section 12A
- G. "City Option Price" - Section 12B
- H. "Eligible Purchaser" - Section 11B
- I. "Excess Sales Proceeds" - Section 14
- J. "Unrestricted Fair Market Value" - Section 10C
- K. "First City Response Notice" - Section 8
- L. "First Lender" - Recital F
- M. "First Mortgage Deed of Trust" - Recital F
- N. "First Mortgage Loan" - Recital F
- O. "Home" - Recital C and Section 2
- P. "Housing Price Index" - Section 10A
- Q. "Indexed Value" - Section 10A
- R. "Market Purchaser" - Section 14
- S. "Marketing Period" - Section 11A
- T. "Maximum Allowable Sales Price" - Section 10
- U. "Owner" - First sentence of the Agreement on Page 1
- V. "Owner's Notice of Failure to Locate Eligible Purchaser" - Section 11E

W. "Owner's Notice of Intent to Sell" - Section 7

X. "Second City Response Notice" - Section 11E

Y. "Transfer" - Section 6

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property in the City of Seaside, State of California with the street address set forth on page 1 of this Agreement, which is more fully described in Exhibit A attached hereto and incorporated in this Agreement by reference (the "Home").

3. OWNER CERTIFICATIONS: OWNER OCCUPANCY REQUIREMENT

The Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above. The Owner shall occupy the Home as the Owner's principal place of residence. The Owner shall be considered as occupying the Home if the Owner is living in the unit for at least ten (10) months out of each calendar year. The Owner shall provide an annual written certification to the City that the Owner is occupying the Home as his or her principal place of residence.

4. LEASING OF HOME

The Owner shall not lease the Home to another party. Any lease in violation of this Agreement is prohibited, and shall be a default under this Agreement and the City Deed of Trust.

5. MAINTENANCE AND INSURANCE REQUIREMENTS

A. The Owner shall maintain the Home, including landscaping, in good repair and in a neat, clean and orderly condition and will not commit waste or permit deterioration of the Home.

B. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Home (adjusted every five (5) years by appraisal, if requested by City), naming the City as an additional insured. Additional insurance requirements are set forth in Section 5 of the City Deed of Trust.

6. RESTRICTIONS ON RESALE OF THE HOME

Any Transfer of the Home will be subject to the provisions of this Agreement including, without limitation, the City Option described in Section 12 below. "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Home,

including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by devise or inheritance to an existing spouse or domestic partner, or a spouse, as part of a dissolution proceeding, or in connection with marriage shall not be considered a Transfer for the purposes of this Agreement.

7. NOTICE OF INTENDED TRANSFER; PREPARATION OF HOME FOR SALE

A. In the event the Owner intends to Transfer or vacate the Home, the Owner shall promptly give the City written notice of such intent (the "Owner's Notice of Intent to Sell"). The Owner's Notice of Intent to Sell shall be sent to the City by certified mail, return receipt requested at the address provided in Section 31 of this Agreement. The Owner's Notice of Intent to Sell shall include the information necessary for the City to determine the Maximum Allowable Sales Price of the Home, including the following information:

- (1) the address of the Property;
- (2) the date of purchase of the Home by the Owner;
- (3) the purchase price of the Home paid by the Owner at the time of his/her purchase;
- (4) a copy of the HUD-1 Settlement Statement or equivalent document from the close of escrow on the Owner's purchase of the Home;
- (5) the date on which Owner intends to vacate Home;
- (6) the date Home will be placed on the market; and
- (7) the name and phone number of the person to contact to schedule inspection of the Home by the City.

B. Following delivery to the City of the Owner's Notice of Intent to Sell, the Owner shall prepare the Home for sale, as follows:

- (1) within thirty (30) days of delivery of the Owner's Notice of Intent to Sell, the Owner shall obtain and deliver to the City a current written report of inspection of the Home by a licensed structural pest control operator;
- (2) within the sooner of (a) XXXX (##) days from the

date of delivery of the Owner's Notice of Intent to Sell, or (b) prior to close of escrow on the Transfer, the Owner shall repair all damage noted in the pest report including damage caused by infestation or infection by wood-destroying pests;

(3) within XXX (##) business days of the date of the Owner's Notice of Intent to Sell, the Owner shall allow the City, or its designee, to inspect the Home to determine its physical condition;

(4) if the Home is vacant, the Owner shall maintain utility connections until the close of escrow on the Transfer;

8. CITY RESPONSE TO OWNER'S NOTICE OF INTENT TO SELL

The City shall respond in writing (the "First City Response Notice") to the Owner's Notice of Intent to Sell within XXX (##) business days of City receipt of a complete Owner's Notice of Intent to Sell that includes all information required under Section 7 above and access to inspect the Home as required under Section XX (##) above. The First City Response Notice shall inform the Owner of the following information: (1) the maximum qualifying income for an Eligible Purchaser; (2) the certifications required of an Eligible Purchaser; and (3) the Maximum Allowable Sales Price the Owner may receive for the Home, calculated by the City pursuant to Section 10 below.

9. OWNER ACKNOWLEDGMENT OF CITY RESPONSE NOTICE

No later than seven (7) days following the date of the First City Response Notice, the Owner shall acknowledge in writing to the City that he/she has received the City Response Notice and still intends to Transfer the Home.

10. DETERMINATION OF MAXIMUM ALLOWABLE SALES PRICE FOR RESTRICTED SALE

If the Owner sells to an Eligible Purchaser, the maximum sales price (the "Maximum Allowable Sales Price") that the Owner shall receive from the Eligible Purchaser for purchase of the Home shall be the greater of the Indexed Value or the Affordable Price, but in no event greater than the Unrestricted Fair Market Value.

A. Indexed Value. The Indexed Value of the Home means the sales price of the Home at the time of purchase by the Owner, as set forth on page 1 of this Agreement, increased by fifty percent (50%) of the annual percentage of increased value in the Housing Price Index from the date of the original purchase of the Home by the Owner to the date of receipt by the City of the Owner's Notice of Intent to Transfer, and, where applicable, adjusted pursuant to

subsection (2) below to reflect the cost of deferred maintenance.
"Housing Price Index" shall mean the Seaside Metropolitan Statistical Area Housing Price Index as published from time to time by the office of Federal Housing Enterprise Oversight or, if such index is no longer published, a comparable index designated by the City of Seaside.

B. Affordable Price. The Affordable Price of the Home means the affordable price for a Very Low Income Home, Low Income Home, or Moderate Income Home, (as applicable, pursuant to the designation of the Home on page 1 of this Agreement), pursuant to Section 50093 of the California Health and Safety Code.

C. Unrestricted Fair Market Value. In certain circumstances it may be necessary to determine the fair market value of the Home (the "Unrestricted Fair Market Value"). These circumstances include: (1) where the parties wish to determine if the Maximum Allowable Sales Price exceeds the Unrestricted Fair Market Value in order to determine the Maximum Allowable Sales Price pursuant to Section 10; (2) where the Owner is selling the Home to a Market Purchaser at an unrestricted price pursuant to Section 13; and (3) where the Owner wishes to refinance the First Mortgage Loan as described in Section 24 below. If it is necessary to determine the Unrestricted Fair Market Value of the Home, it shall be determined by a certified MAI or other qualified real estate appraiser approved in advance by the City. If possible, the appraisal shall be based upon the sales prices of comparable properties sold in the market area during the preceding three (3)-month period. Nothing in this section shall preclude the Owner and the City from establishing the Unrestricted Fair Market Value of the Home by mutual agreement in lieu of an appraisal pursuant to this section.

D. Holdback for Damage Repair Cost. If the City finds that the Owner, through neglect, abuse, or lack of adequate maintenance, has damaged the Home, the City may require that repairs be made at the Owner's cost prior to sale or through the escrow for the sale of the Home.

11. SALE OF HOME TO ELIGIBLE PURCHASER AT RESTRICTED PRICE

Following receipt of the First City Response Notice notifying the Owner of the Maximum Allowable Sales Price, the Owner may proceed to sell the Home in compliance with the following requirements:

A. Marketing Period. The Owner shall have two hundred forty-five (245) days from the date of the First City Response Notice (the "Marketing Period") to market the Home and find an Eligible Purchaser. During the Marketing Period, the Owner shall use bona

make good faith efforts to sell the Home to an Eligible Purchaser in compliance with this Section 11, including listing the Home on the Multiple Listing Service, keeping the Home in an orderly condition, making the Home available to show to agents and prospective buyers, and providing buyers with Eligible Purchaser requirements, including income qualifications and the City's form of disclosure statement summarizing the terms of the buyer's resale agreement. A proposed purchaser ("Proposed Purchaser"), who the Owner believes will qualify as an Eligible Purchaser, shall be referred to the City for an eligibility determination.

B. Eligible Purchaser. A Proposed Purchaser shall qualify as an "Eligible Purchaser" if he or she meets the following requirements, as determined by the City:

(2) Intent to Owner Occupy. The Proposed Purchaser shall certify that he or she will occupy the Home as his or her principal place of residence throughout his or her ownership.

(2) Agreement to Sign Buyer's Resale Agreement and to Cooperate with City. The Proposed Purchaser shall agree to sign a buyer's resale and occupancy agreement with option to purchase restricting future resale of the Home and shall agree to cooperate fully with the City in promptly providing all information requested by the City to assist the City in monitoring the Proposed Purchaser's compliance with the buyer's resale and occupancy agreement with option to purchase.

(3) Income Eligibility. The combined maximum income for all household members of the Proposed Purchaser shall not exceed the income level designated by the City in the First City Response Notice.

C. Maximum Allowable Sales Price and Closing Costs. The purchase price for the sale of the Home by the Owner to the Eligible Purchaser shall not exceed the Maximum Allowable Sales Price calculated by the City pursuant to Section 17.33.070 (B) of the Affordable Housing Ordinance and Section 10 above, as set forth in the First City Response Notice. The Maximum Allowable Sales Price shall not include closing costs paid by the Eligible Purchaser. The closing costs paid by the Eligible Purchaser shall not exceed reasonable and customary buyers' closing costs in the County of Monterey.

D. Disclosure and Submittals. The Owner and the Proposed Purchaser shall provide the following information and documents to the City:

(2) The name, address and telephone number in writing of the Proposed Purchaser.

(3) A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility of the Proposed Purchaser.

(4) The proposed sales contract and all other related documents which shall set forth all the terms of the sale of the Home. Said documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Proposed Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.

(5) A written certification, from the Owner and the Proposed Purchaser in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. In any event, any costs, liabilities or obligations incurred by the Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of this Agreement or for any of the Owner's and/or the Proposed Purchaser's costs and legal expenses, shall be borne by the Owner and/or the Proposed Purchaser and they shall hold the City and its designee harmless and reimburse the City's and its designee's expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

(6) An executed buyer's resale and occupancy agreement and option to purchase and an executed deed of trust from the Proposed Purchaser in forms provided by the City. The recordation of the new deed of trust and buyer's resale and occupancy agreement and option to purchase shall be a condition of the City's approval of the proposed sale.

(7) The name of the title company escrow holder for the sale of the Home, the escrow number, and name, address, and phone number of the escrow officer.

(8) Upon the close of the proposed sale, certified copies of the recorded City deed of trust and buyer's resale agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other documents which the City may reasonably request.

E. Failure To Locate Eligible Purchaser: Notice to City. If, despite bona fide good faith marketing efforts, the Owner is unable to locate an Eligible Purchaser during the Marketing Period and any extensions to the Marketing Period granted by the City, the Owner shall provide written notice to the City of this fact (the "Owner's Notice of Failure to Locate Eligible Purchaser"). Within thirty (30) days of receipt of the Owner's Notice of Failure to Locate Eligible Purchaser, the City shall provide a second response notice to the Owner (the "Second City Response Notice") stating either (1) that the City will exercise the City Option to purchase the Home pursuant to Section 12 below, or (2) that the Owner may Transfer the Home to a person of the Owner's choosing (a "Market Purchaser") who is not an Eligible Purchaser, at an unrestricted price (supported by an MAI or other qualified appraisal), but shall pay all Excess Sales Proceeds to the City as set forth in Section 13 below.

12. CITY PURCHASE OPTION

A. Exercise of Option. If the Owner fails to sell the Home to an Eligible Purchaser at or below the Maximum Allowable Sales Price, the City shall then have the option to purchase the Home (the "City Option") for the City Option Purchase Price, as defined below. The City Option may be exercised by the City in the Second City Response Notice (as described in Section 11E above), to be sent by the City to the Owner within thirty (30) days of receipt of the Owner's Notice of Failure to Locate Eligible Purchaser. If the Second City Response Notice states that the City will exercise the City Option, the City shall purchase the Home within seventy-five (75) days of the date of the Second City Response Notice. The City may, instead of purchasing the Home itself, assign its right to purchase the Home pursuant to the City Option to another public agency, a nonprofit corporation, or to an Eligible Purchaser. In the event of exercise of the City Option and purchase of the Home by the City or its designee, the Owner shall permit a final walk-through of the Home by the City in the final three (3) days prior to close of escrow on the Transfer.

B. City Option Price. If the City exercises the City Option, the purchase price to be paid by the City (the "City Option Purchase

Price") shall be the highest of the following: (1) the outstanding principal balance of the First Mortgage Loan; (2) the total of the outstanding principal balance of the First Mortgage Loan and any purchase money second mortgage loan provided by a governmental body; or (3) the appraised value of the Home with the affordability covenants intact, as determined by an appraiser selected by the City and approved by the Owner, and who employs standard appraisal practices.

13. UNRESTRICTED SALES

If the Second City Response Notice states that the City will not exercise the City Option and that the Owner may proceed to Transfer the Home to a person of the Owner's choosing (a "Market Purchaser") who is not an Eligible Purchaser, at an unrestricted price (supported by an MAI or other qualified appraisal), the Owner may proceed to do so, but the Owner shall pay all Excess Sales Proceeds to the City as set forth in Section 14 below. If the Owner Transfers the Home pursuant to this Section 13, the purchaser shall not be required to execute a buyer's resale and occupancy agreement with option to purchase, and the City shall reconvey the liens of this Agreement and the City Deed of Trust from the Home, provided that the Owner pays the Excess Sales Proceeds to the City pursuant to Section 14 below. The Owner shall provide the City with the following documentation associated with such a Transfer:

(1) The name and address of the purchaser;

(2) The final sales contract and all other related documents, which shall set forth all the terms of the sale of the Home. Said documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Market Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.

(3) A written certification, from the Owner and the Market Purchaser in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Market Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from the Market Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or

certification submitted to the City, the City shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. In any event, any costs, liabilities or obligations incurred by the Owner and the Market Purchaser for the return of any moneys paid or received in violation of this Agreement or for any costs and legal expenses, shall be borne by the Owner and/or the Market Purchaser and they shall hold the City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

(4) A copy of the MAI or other qualified appraisal for the Home.

(5) Upon the close of the proposed sale, a copy of the final sales contract, settlement statement, escrow instructions, and any other documents that the City may reasonably request.

14. PAYMENT TO CITY OF EXCESS SALES PROCEEDS

If the Owner Transfers the Home at an unrestricted price pursuant to Section 13 above, or if the Owner makes a Transfer in violation of this Agreement, the Owner shall pay the Excess Sales Proceeds to the City. For purposes of this Agreement, "Excess Sales Proceeds" shall mean ninety percent (90%) of the amount by which the Unrestricted Fair Market Value for the Home exceeds the Maximum Allowable Sales Price for the Home (in the amount that was stated in the First City Response Notice). This amount shall be a debt of the Owner to the City, secured by the City Deed of Trust. The Owner acknowledges that the City shall have no obligation to cause reconveyance of this Agreement or of the City Deed of Trust until the Excess Sales Proceeds are paid to the City. The City shall utilize the Excess Sales Proceeds for City affordable housing programs. The Owner and the City acknowledge that the formula for calculation of the amount of Excess Sales Proceeds due from the Owner to the City is intended to cause the Owner to receive the same net sales proceeds (following payment by Owner of a standard broker's commission) from sale of the Home at an unrestricted price to an Market Purchaser as the Owner would receive from sale of the Home to the City or to an Eligible Purchaser at the Maximum Allowable Sales Price.

15. DEFAULTS

A. The following events shall constitute a Default by the Owner under this Agreement:

(2) The City determines that the Owner has made a misrepresentation to obtain the benefits of purchase of the

Home or in connection with its obligations under this Agreement;

(2) The Owner fails to owner occupy the home, as required pursuant to Section 3 above, and such failure continues following written notice by the City and Sixty (60) days opportunity to cure following the date of such notice.

(3) The Owner makes a Transfer in violation of this Agreement;

(4) The Owner otherwise fails to comply with the requirements of this Agreement and such violation is not corrected to the satisfaction of the City within Ninety (90) days after the date of written notice by the City to the Owner of such violation; or

(5) A notice of default is issued under First Mortgage Loan or other financing secured by the Home.

(6) A lien is recorded against the Home other than the lien of a bona fide mortgage loan.

(7) Owner places a mortgage on the Home in violation of Section 24 below.

B. Upon a declaration of Default by the City under this Agreement, the City may exercise any remedies at law or in equity, including without limitation, any or all of the following:

(1) Declare all Excess Sales Proceeds immediately due and payable without further demand and invoke the power of sale under the City Deed of Trust;

(2) Apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate;

(3) Declare a Default under the City Deed of Trust and pursue all City remedies under the City Deed of Trust; and

(4) Exercise the City Purchase Option Upon Default as described in Section 17 below.

16. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home shall be recorded by the City in the Office of the Recorder of the

County of Monterey for the benefit of the City. The City may declare a Default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Sections 15 and 17.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Home prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City's right to purchase the Home shall commence from the date a notice of default is given by the City to the Owner.

17. PURCHASE OPTION UPON DEFAULT

Notwithstanding, and in addition to, the remedies provided the City in Section 16, and the City Option provided to the City in Section 12, the Owner hereby grants to the City the option to purchase the Home following written notice by the City to the Owner of the declaration of a Default by the City under this Agreement. This option to purchase is given in consideration of the economic benefits received by the Owner resulting from ownership of the Home made possible by the City's Affordable Housing Program.

The City shall have Forty-five (45) days after a Default is declared to notify the Owner and the First Lender of its decision to exercise its option to purchase under this Section 17.33.110. Not later than Ninety (90) days after the notice is given by the City to the Owner of the City's intent to exercise its option under this Section 17, the City shall purchase the Home for the City Option Price, payable in cash or by assuming existing debt and paying the balance in cash, calculated in the manner set forth in Section 12B.

18. NONLIABILITY OF THE CITY

A. No Obligation to Exercise Option. The City shall have no obligation to exercise any option granted it under this Agreement. In no event shall the City become in any way liable or obligated to the Owner or any successor-in-interest to the Owner by reason of its option to purchase under Sections 12 and 17 nor shall the City be in any way obligated or liable to the Owner or any successor-in-interest to the Owner for any failure to exercise its option to purchase.

B. Non-liability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the City is solely that of an owner and an administrator of a City affordable housing program, and that the City does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Home and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against the City for any loss, damage or other matter arising out of or resulting from any condition of the Home and will hold the City harmless from any liability, loss or damage for these things.

C. Indemnity. Owner agrees to defend, indemnify, and hold the City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that the City may incur as a direct or indirect consequence of: (1) Owner's default, performance, or failure to perform any obligations as and when required by this Agreement or the Deed of Trust; or (2) the failure at any time of any of Owner's representations to the City to be true and correct.

19. RESTRICTIONS ON FORECLOSURE PROCEEDS

If a creditor acquires title to the Home through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, the Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to the Owner when added to the proceeds paid or credited to the creditor exceed the Maximum Allowable Sales Price. The Owner shall instruct the holder of such excess proceeds to pay such proceeds to the City in consideration of the benefits received by the Owner through purchase of the Home under the City's Affordable Housing Ordinance.

20. RESTRICTION ON INSURANCE PROCEEDS

If the Home is damaged or destroyed and the Owner elects not to rebuild or repair the Home, the Owner shall pay the City the portion of any insurance proceeds received by the Owner for such destruction or damage that is in excess of the Maximum Allowable Sales Price calculated pursuant to Section 10 above.

21. TERM OF AGREEMENT

All the provisions of this Agreement, including the benefits and burdens, run with the Home and this Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (i) forty-five (45) years from the date of purchase of the Home by Owner, or (ii) the date of Transfer of the Home to the City or another purchaser in compliance with this Agreement.

22. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the Owner, the City and their respective successors.

23. SUBORDINATION

Notwithstanding any provision herein, this Agreement shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Home in compliance with Section 24 of this Agreement.

Notwithstanding any other provision hereof, the provisions of this Agreement and the City Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement and the City Deed of Trust shall be forever terminated and shall have no further effect as to the Home or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquires title to the Home pursuant to a deed or assignment in lieu of foreclosure, this Agreement and the City Deed of Trust shall automatically terminate upon such acquisition of title, only if (i) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period and (ii) the City shall not have cured the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender, or (iii) the City shall not have exercised its option to purchase the Home pursuant to Section 17 above within such sixty (60)-day period and then proceeded diligently to cure the default within sixty (60) days of acquiring title to the Home.

24. REFINANCE OF FIRST MORTGAGE LOAN: FURTHER ENCUMBRANCE OF HOME

A. The Owner must secure the City's approval in accordance with this Section 24 before the Owner refinances their existing First Mortgage Loan with a new First Mortgage Loan. If the Owner desires to refinance their existing First Mortgage Loan and record a new First Mortgage Deed of Trust, the Owner must first submit a written request to the City, which the City will promptly consider. The City will approve the Owner's refinancing request only if all of the following are true:

- (1) the new First Mortgage Loan principal balance will not exceed the greater of (a) the then-current principal balance of the existing First Mortgage Loan, or (b) ninety-five percent (95%) of the Indexed Value of the Home, determined in accordance with Section 10A above;
- (2) the Owner's total monthly debt service (inclusive of principal, interest, taxes and insurance) with respect to the new First Mortgage Loan will not exceed the Owner's current monthly debt service with respect to the existing First Mortgage Loan;
- (3) the terms of the new First Mortgage Loan do not allow for negative amortization, the principal balance of the new First Mortgage Loan will be fully amortized over its term, and the new First Mortgage Loan repayment schedule will not include lump sum or "balloon" payments;
- (4) the Owner's total monthly recurring debt payments (e.g., auto loans, credit cards, revolving and non-revolving credit), including the monthly debt service (inclusive of principal, interest, taxes and insurance) related to the new First Mortgage Loan, will not exceed fifty percent (50%) of the Owner's gross monthly income; and
- (5) the Owner's total monthly obligations with respect to debt which is secured by the Home, including the monthly debt service (inclusive of principal, interest, taxes and insurance) related to the new First Mortgage Loan, will not exceed

fifty percent (50%) of the Owner's gross monthly income.

- (6) The Owner will be responsible for demonstrating to the City's sole but reasonable satisfaction that the new First Mortgage Loan will satisfy all of the conditions described in paragraph A. (1) - (5) above and/or the City's current Affordable Housing Ordinance. The Owner will provide the City with the documents and other information needed to establish the matters set forth in paragraph A. (1) - (5) above and/or Affordable Housing Ordinance. If the City approves the Owner's request, the City will execute and deliver the instruments reasonably required by the new First Mortgage Lender to subordinate this Agreement and the City Deed of Trust to the lien of the new First Mortgage Deed of Trust.
- (7) Even if the proposed new First Mortgage Loan satisfies all of the conditions described in paragraph A. (1) - (5), above, the City may, in its sole and absolute discretion, disapprove any request to refinance the Owner's existing First Mortgage Loan if the term of the new First Mortgage Loan will be less than thirty (30) years.
- (8) The Owner covenants and agrees not to place any mortgage, lien or other encumbrance on the Home other than the original First Mortgage Deed of Trust, a deed of trust securing the Owner's obligations to the City, or a new First Mortgage Deed of Trust approved by the City in accordance with this Section 24. The Owner agrees that the requirements of this Section 24 are reasonably necessary to ensure the continued affordability of the Home to the Owner, to minimize the risk of loss of the Home and its affordability through default and foreclosure of mortgages, liens and other encumbrances, and to fulfill an important public purpose. The Owner acknowledges that any violation of this Section 24 will constitute a Default under this Agreement and the City may exercise all remedies available to the City under this Agreement, the City Deed of Trust, at law or in equity upon such a Default."

(1) NONDISCRIMINATION

The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

(2) RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

This Agreement shall not diminish or affect the rights of the City under the City Deed of Trust. Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall not diminish or affect the rights of the California Housing Finance Agency ("CHFA"), United States Department of Housing and Urban Development ("HUD"), the Federal National Mortgage Association ("FNMA"), or the Veterans Administration ("VA") under the First Mortgage Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Home in compliance with Section 24 above. Notwithstanding any other provisions in this Agreement to the contrary, all of the provisions of this Agreement shall terminate and have no further force and effect upon the occurrence of one of the following events: Title is acquired by CHFA, HUD, FNMA, VA, the First Lender or another party upon foreclosure of a deed of trust to the First Lender or CHFA, or a deed of trust insured by HUD or guaranteed by VA.

a. Title is acquired by another party by a deed in lieu of foreclosure of the First Lender, CHFA, or FNMA deed of trust.

(3) HUD FORBEARANCE RELIEF

Notwithstanding other provisions of this Agreement, the City Option on Default pursuant to Section 17 above shall not be exercised by the City when a deed of trust insured by HUD is secured by the Home, and: (i) the owner is undergoing consideration by HUD for assignment forbearance relief; or (ii) the owner is undergoing consideration for relief under HUD's Temporary Mortgage Assistance Payment (TMAP) program.

(4) INVALID PROVISIONS

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(5) CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California. The venue for any legal action pertaining to this Agreement shall be Monterey County, California.

(6) NO WAIVER

No delay or omission in the exercise of any right or remedy of City upon any default by Owner shall impair such right or remedy or be construed as a waiver. The City's failure to insist in any one or more instance upon the strict observance of the terms of this Agreement shall not be considered a waiver of the City's right thereafter to enforce the provisions of the Agreement. The City shall not waive its rights to enforce any provision of this Agreement unless it does so in writing, signed by an authorized agent of the City.

(7) NOTICES

All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

Owner: At the address of the Home.

City:

City of Seaside
440 Harcourt Avenue Seaside, CA 93955
Attn: City Clerk
City of Seaside
440 Harcourt Avenue Seaside, CA 93955
Attn: Affordable Housing Program

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

(8) INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Home and to insure to the extent possible that its sales price and mortgage payments remain affordable to persons and families of low- and/or moderate-income.

(9) EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

IN WITNESS WHEREOF, the City and Owner(s) have executed
this Agreement on or as of the date first written above.

CITY:_____

OWNER(S):_____

Craig Malin, City Manager

Exhibit F [
Under Review]

**Form of Deed
of Trust**

Complimenta
ry Recording
Requested
Pursuant To
Government
Code
Sections
6103 And
27383

When Recorded Mail To:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Affordable Housing Program

DEED OF TRUST
AND SECURITY
AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made on _____, among the Trustor, _____ ("Owner"), whose address is _____, XXXX, California, and City of Seaside, a Municipal Corporation, and the City of Seaside in its capacity as Successor for Housing Functions of its dissolved Redevelopment Agency ("Trustee"), in favor of the City of Seaside and the City of Seaside in its capacity as Successor for Housing Functions of its dissolved Redevelopment Agency (the "City") as Beneficiary.

The Owner, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the property located in the City of Seaside, Monterey County, State of California, described as

Refer to Exhibit "A"

and more commonly known as **Seaside, CA**

APN: _____ (the "Property").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now

erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein referred to as the "Security"; To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever;

TO SECURE to the City the performance of the covenants and agreements of Owner contained in that certain Buyer's Occupancy and Resale Agreement with Option to Purchase executed by and between the Owner and the City of even date herewith (the "Resale Agreement") and to secure the payment of Excess Sales Proceeds (as defined in the Resale Agreement) that may become due by Owner to City.

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. That Owner is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security is encumbered only by: (a) that deed of trust executed by Owner in connection with a loan made to Owner by _____ (the "First Lender"), securing a promissory note executed by Owner in favor of the First Lender ("First Lender Note"), to assist in the purchase of the Property and (b) the Resale Agreement. Owner agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City's interest in the Security. (As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of the First Lender.)
2. Payment of Excess Sales Proceeds. Owner will promptly pay to the City, when and if due pursuant to the Resale Agreement, the Excess Sales Proceeds (as defined in the Resale Agreement).
3. Resale Agreement. Owner will observe and perform all of the covenants and agreements of the Resale Agreement.
4. Charges; Liens. Owner will pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the City, Owner will promptly furnish to the City all notices of amounts due under this paragraph. In the event Owner makes payment directly, Owner will promptly discharge any lien which has priority over this Deed of Trust;

provided, that Owner will not be required to discharge the lien of the Deed of Trust securing the First Lender Note (the "First Lender Deed of Trust") or any other lien described in this paragraph so long as Owner will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the City, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Hazard Insurance. Owner will keep the Security insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the City). If the Security is located in a flood plain, Owner shall also maintain flood insurance.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Owner subject to approval by the City.

All insurance policies and renewals thereof will be in a form acceptable to the City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Owner shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Owner will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Owner. The City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this section.

Unless the City and Owner otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the Resale Agreement, with the excess, if any, paid to Owner. If the Security is abandoned by Owner, or if Owner fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Owner that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the City's option either to restoration or repair of the Security or to pay amounts due under the Resale Agreement.

If the Security is acquired by the City, all right, title and interest of Owner in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediate prior to such sale or acquisition, subject to the rights of the First Lender.

6. Preservation and Maintenance of Security. Owner will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section 5, and if the Owner has not cured such condition within thirty (30) days after receiving a City notice of such a condition, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

7. Protection of the City's Security. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the City's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the City, at the City's option, upon notice to Owner, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs.

Any amounts disbursed by the City pursuant to this paragraph, with interest thereon, will become an indebtedness of Owner secured by this Deed of Trust. Unless Owner and City agree to other terms of payment, such amount will be payable upon notice from the City to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the City to incur any expense or take any action hereunder.

8. Inspection. The City may make or cause to be made reasonable entries upon and inspections of the Security; provided that the City will give Owner reasonable notice of inspection.

9. Forbearance by the City Not a Waiver. Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to require payment of any amounts secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Owner subject to the provisions of this Deed of Trust.

12. Joint and Several Liability. All covenants and agreements of Owner shall be joint and several.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Deed of Trust will be given by certified mail, addressed to Owner at the address shown in the first paragraph of this Deed of Trust or such other address as Owner may designate by notice to the City as provided herein, and (b) any notice to the City will be given by express delivery, return receipt requested, to the City of Seaside at 440 Harcourt Avenue, Seaside, California, 93955, Attention: City Manager, or to such other address as the City may designate by notice to Owner as provided above. Notice shall be effective as of the date received by City as shown on the return receipt.

14. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

15. Severability. In the event that any provision or clause of this Deed of Trust or the Resale Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Resale Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Resale Agreement are declared to be severable.

16. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

18. Non-liability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and City is solely that of an owner and an administrator of a City density bonus program, and that City neither undertakes nor assumes any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Security or any other matter. City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things.

19. Indemnity. Owner agrees to defend, indemnify, and hold City and Agency harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that City and Agency may incur as a direct or indirect consequence of:

A. Owner's failure to perform any obligations as and when required by the Resale Agreement and this Deed of Trust; or

B. The failure at any time of any of Owner's representations or warranties to be true and correct.

20. Acceleration; Remedies. Upon Owner's breach of any covenant or agreement of Owner in this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the City, prior to acceleration, will mail by express delivery, return receipt requested notice to Owner specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Owner as shown on the return receipt, by which such breach is to be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Owner of Owner's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the City's option, may:

(a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law. (b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et seq., as amended from time to time; or (e) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured

hereby, or provided by law.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

21. Owner's Right to Reinstate. Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Owner pays City all sums which would be then due under this Deed of Trust and no acceleration under this Deed of Trust or the Resale Agreement has occurred; (b) Owner cures all breaches of any other covenants or agreements of Owner contained in the Resale Agreement or this Deed of Trust; (c) Owner pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Owner contained in the Resale Agreement or this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Owner takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Owner's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

22. Due on Transfer of the Property. Upon a Transfer (as defined in the Resale Agreement) of the Property or any interest in it, the City shall require immediate payment in full of all sums secured by this Deed of Trust.

23. Reconveyance. Upon payment of all sums secured by this Deed of Trust, the City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Resale Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

24. Substitute Trustee. The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. Superiority of First Lender Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 24 of the Resale Agreement. City agrees to promptly upon request execute and deliver any documents reasonably requested to subordinate this Deed of Trust to any subsequent First Lender Deed of Trust permitted by Section 24 of the Resale Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Deed of Trust shall automatically terminate upon such acquisition of title by First Lender, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period and (ii) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender; or (iii) the City shall not have exercised its option to purchase the Property pursuant to Section 17 of the Resale Agreement and then proceeded diligently to cure the default within such sixty (60)-day period.

26. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to Owner at the address set forth in Section 13 above.

IN WITNESS WHEREOF, the City and Owner have
executed this Deed of Trust as of the date first written
above.

CITY: _____
Craig Malin, City Manager

OWNER(S): _____

EXHIBIT G

FORM OF RENTAL UNIT AFFORDABLE HOUSING REGULATORY AGREEMENT

[ATTACHED]

Complimentary Recording Requested Pursuant To
Government Code Section 6103 and 27383

When Recorded Mail To:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Affordable Housing Program

Space Above This Line for Recorder's Use Only

AFFORDABLE HOUSING REGULATORY AGREEMENT

This Affordable Housing Regulatory Agreement (this “**Agreement**”) is made and entered into as of _____ by and between the City of Seaside, a Municipal Corporation, and the City of Seaside in its capacity as Successor for Housing Functions of its dissolved Redevelopment Agency (the “**City**”) and _____ (the “**Developer**”).

R E C I T A L S

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. Pursuant to Chapter 17.32 of the Seaside Municipal Code, a portion of all new housing constructed in the City of Seaside is required to be affordable for median to above moderate income households.

C. KB Bakewell Seaside Venture II, LLC, a Delaware limited liability company (the “**Master Developer**”) entered into an Affordable Housing Agreement dated _____. Pursuant to the Affordable Housing Agreement, dated _____, recorded in the Official Records of the County of Monterey on _____ (the “**Affordable Housing Agreement**”), the Developer agreed to develop 225 affordable housing units, including for-sale and for-rent units, affordable to very low, low moderate, or moderate income households. Master Developer and the City entered into the Affordable Housing Agreement in connection with the Master Developer’s execution of that certain Development Agreement, dated _____, recorded in the Official Records of the County of Monterey on _____ (the “**Development Agreement**”),

D. Concurrently herewith, Master Developer is selling to Developer, and Developer is acquiring from the Master Developer, that certain property identified on Exhibit A hereto (the “**Property**”)

E. This Agreement evidences Developer’s Agreement, for the benefit of the City, to enter into for-rent unit affordability restrictions for ____ of the 225 affordable housing units required to be developed under the Affordable Housing Agreement, in partial satisfaction of Master Developer’s obligations thereunder.

F. In order to ensure that the entire Property will be used and operated in accordance with these conditions and restrictions, the City and Developer wish to enter into this Agreement.

THEREFORE, the City and Developer hereby agree as follows.

ARTICLE 1 DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms have the respective meanings assigned to them in this Article 1.

(a) **“Actual Household Size” means the actual number of persons in the applicable household.**

(b) **“Affordable Housing Parcel” is defined in Recital D.**

(c) **“Affordable Units” means the ____ residential units to be developed on the Property.**

(d) **“Agreement” means this Affordable Housing Regulatory Agreement.**

(e) **“Assumed Household Size” means one person in a studio apartment, two persons in a one-bedroom unit, three persons in a two-bedroom unit, and one additional person for each additional bedroom thereafter, unless a federal standard applicable to the development (such as the low-income housing tax credit program under Section 42 of the Internal Revenue Code (“Tax Credits”), as administered pursuant to the regulations of the California Tax Credit Allocation Committee (“CTCAC”)) provides for the use of a different assumed household size, in which case the federal standard shall apply. In the case of Tax Credits, the CTCAC definition for “assumed household size” shall apply.**

(f) **“City” means the City of Seaside.**

(g) **“Completion Date” means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Improvements may be legally occupied.**

(h) **“Developer” means _____, and its authorized representatives, assigns, transferees, or successors-in-interest thereto.**

(i) **“Development Agreement” is defined in Recital C.**

(j) **“Improvements” means the ____-unit affordable rental housing development, plus __ manager’s units, appurtenant landscaping, parking, and other on-site improvements to be constructed on the Property.**

(k) **“Low Income Household” means a household whose income does not exceed 60 percent of Median Income adjusted for Actual Household Size.**

(l) “Low Income Rent” means a monthly Rent amount not exceeding 60 percent of the Median Income, adjusted for Assumed Household Size based on unit size, multiplied by 30 percent and divided by 12.

(m) “Low Income Units” means the Affordable Units, which, pursuant to Section 2.1(b) below, are required to be occupied by Low Income Households.

(n) “Management Agent” has the meaning set forth in Section 5.5.

(o) “Management Contract” has the meaning set forth in Section 5.5.

(p) “Management Plan” has the meaning set forth in Section 5.3.

(q) “Marketing Plan” is defined in Section 5.1.

(r) “Median Income” means median income for Monterey County, adjusted for household size, as published pursuant to California Code of Regulations, Title 25, Section 6932 (or its successor provision); provided, if the Improvements are financed in whole or in part through the use of Tax Credits and/or the proceeds of tax-exempt bonds or other obligations the interest on which are exempt from tax under the Internal Revenue Code and which are issued under the volume limitations pursuant to Section 146 of the Internal Revenue Code (“Tax-Exempt Bonds”), then “Median Income” means median income for the Monterey County promulgated by the United States Department of Housing and Urban Development (“HUD”), as adjusted for household size, as published in the Federal Register.

(s) “Ordinance” means Chapter 17.32 of the Seaside Municipal Code.

(t) “Property” means the real property described in Exhibit A attached hereto and incorporated herein.

(u) “Rent” means the total of monthly payments by the Tenant of an Affordable Unit for the following: use and occupancy of the Affordable Unit and land and associated facilities, including parking, which are required by City ordinance to be provided as amenities for the Improvements; any separately charged fees or service charges assessed by Developer which are required of all Tenants, other than security deposits; the Utility Allowance; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, which are required of all Tenants.

(v) “Tenant” means a household legally occupying an Affordable Unit pursuant to a valid lease with Developer.

(w) “Tenant Selection Plan” is defined in Section 5.2.

(x) “Term” means the term of this Agreement, which commences on the date of this Agreement and continues until the fifty-five (55) year anniversary of the date of the first valid lease with a Tenant.

(y) “Utility Allowance” means an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV, as determined annually by the City, unless a federal standard applicable to the development (such as

the Tax Credit program administered pursuant to the regulations of CTCAC) provides for the use of a different utility allowance, in which case the federal utility allowance standard shall apply.

(z) “Very Low Income Household” means a household whose income does not exceed 50 percent of median Income adjusted for Actual Household Size.

(aa) “Very Low Income Rent” means a monthly Rent amount not exceeding 50 percent of the Median Income, adjusted for Assumed Household Size based on unit size, multiplied by 30 percent and divided by 12.

(bb) “Very Low Income Units” means the Affordable Units, which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements. The Affordable Units shall be occupied by Tenants meeting the following income requirements:

(a) Very Low Income Units. _____ (__) of the Affordable Units on the Affordable Housing Parcel are required to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(b) Low Income Units. _____ (__) of the Affordable Units on the Affordable Housing Parcel are required to be rented to and occupied by or, if vacant, available for occupancy by Low Income Households.

2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including the Utility Allowance) paid by Tenants of the Very Low Income Units shall not exceed the Very Low Income Rent.

(b) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including the Utility Allowance) paid by Tenants of the Low Income Units shall not exceed the Low Income Rent.

(c) City Approval of Initial and Subsequent Rents. For so long as the Improvements are encumbered by a Tax Credit and/or Tax-Exempt Bond low-income regulatory agreement, Initial Rents for all Affordable Units and all rent increases thereafter shall be charged strictly in accordance with the rent schedules published by CTCAC, and the Developer shall provide the City with notice annually of the then-applicable Rent levels. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Units, the Initial Rents for all Affordable Units shall be reported to the City prior to occupancy for review and approval, not to be unreasonably withheld, conditioned or delayed and all rent increases also shall be reported to the City for review and approval, not to be unreasonably withheld, conditioned or delayed. Developer may not raise Rent more often than once every twelve (12) months unless Developer and Tenant have previously agreed otherwise. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Units, the City shall provide Developer with a schedule of maximum permissible rents for the Affordable Units annually, and, within thirty (30) days following receipt of such schedule, Developer shall provide

evidence reasonably satisfactory to City confirming that the Rents charged by Developer comply with the maximum permissible rents indicated on such schedule.

2.3 Increased Income of Tenants.

(a) If, upon recertification of the income of a Tenant of an Affordable Unit, Developer determines that such Very Low Income Household's income has increased and exceeds the qualifying income for a Very Low Income Household, but does not exceed the qualifying limit for a Low Income Household, then, the Tenant may continue to occupy the Affordable Unit, and upon expiration of the Tenant's lease, (i) Developer may increase the Rent charged to the Tenant to the Low Income Rent, provided that Developer has provided the Tenant thirty (30) days written notice, and (ii) Developer shall rent the next available Affordable Unit that is comparable in size (i.e., number of bedrooms, bathrooms, square footage, etc.) and location (i.e., same floor, same view, etc.) as the original unit to a Very Low Income Household, at a Rent not exceeding the maximum Rent specified in Section 2.2 to comply with the requirements of Sections 2.1 and 2.2 above. Upon renting the next available Affordable Unit to a Very Low Income Household, the Affordable Unit with the over-income Tenant will no longer be considered a Very Low Income Unit.

(b) If, upon recertification of the income of a Tenant of an Affordable Unit, Developer determines that a former Low Income Household has an income exceeding 140% of the qualifying income for a Low Income Household, then the tenant shall be given one year's notice to vacate the unit, and Developer may raise the tenant's rent as provided below. Notwithstanding the foregoing, no resident that occupies a unit subject to a regulatory agreement with respect to the Tax Credits and/or the Tax-Exempt Bonds, shall be evicted as a result of such resident being over income except as and when allowed by Federal law, including 26 U.S.C. §42. If any law or other public agency regulatory agreement prohibits the Developer from requiring the Tenant to vacate the Affordable Unit, such Tenant shall be permitted to continue to occupy the Affordable Unit and such Tenant's Rent may be increased to one-twelfth of thirty percent (30%) of the household's actual income, adjusted for Assumed Household Size, upon thirty (30) days written notice to the Tenant provided. In either instance, the Affordable Unit will continue to be classified as a Very Low Income Unit or Low Income Unit as applicable until the Tenant vacates the Affordable Unit, at which time Developer shall re-rent the Affordable Unit to a Very Low Income Household or Low Income Household as applicable to meet the requirements of Section 2.1 above.

2.4 Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Affordable Unit will be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household or Low Income Household) as the initial income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Very Low Income Household or Low Income Household) will be re-determined. In any event, Developer shall maintain the occupancy requirements set forth in Section 2.1 above, except as may be modified by Section 2.3.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

(a) Developer shall obtain, complete and maintain on file, immediately prior to initial occupancy income certifications from each Tenant renting any of the Affordable Units. Developer shall make a good faith effort to verify that the income provided by an applicant or

occupying household in an income certification is accurate by collecting acceptable documentation, including income tax statements or a W-2 for the previous calendar year, and submitting, on a form approved by the City, a certification that the tenant qualifies as an income eligible household. Developer shall conduct annual re-certifications pursuant to the same process.

(b) Developer shall provide copies of all Tenant income certifications to the City upon request.

3.2 Annual Report to City.

Developer shall submit to the City, not later than the ninetieth (90) day after the close of each calendar year, or such other date as may be requested by the City, a report setting forth the information called for therein.

3.3 Additional Information.

Developer shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of Developer which pertain to the Improvements with reasonable notice to Developer.

3.4 Tenant Records.

(a) Developer shall keep and maintain, complete, accurate and current records pertaining to the Improvements, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants and Rent charged Tenants. Developer shall maintain all Tenant lists, applications and waiting lists relating to the Improvements separate and identifiable from any other business of Developer and such documents must be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City.

(b) The City shall notify Developer of any records it deems insufficient. Developer shall have thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Developer shall begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

3.5 On-site Inspection.

The City shall have the right, with reasonable notice to Developer, to perform an on-site inspection of the Improvements at least one (1) time per year to verify compliance with the requirements of this Agreement. Developer agrees to cooperate in such inspection. If City desires to inspect the interior of the Affordable Units, City shall give Developer sufficient notice to allow Developer to give not less than seventy-two (72) hours written notice to Tenants.

ARTICLE 4 OPERATION OF THE IMPROVEMENTS

4.1 Residential Use.

Developer shall operate the Improvements only for residential use. Developer shall not operate

any part of the Improvements as transient housing in which the term of occupancy is less than thirty (30) days.

4.2 Taxes and Assessments.

Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.3 Property Tax Exemption

City consent is not required for Developer to apply for a property tax exemption for the Affordable Housing Parcel under California Revenue and Taxation Code Section 214(g). The prior written consent of the City is required in the event the Developer seeks to apply for any other property tax exemption for the Affordable Housing Parcel.

4.4. Local Preference

To the extent permitted by applicable law and consistent with the program regulations for funding sources used for development of the Improvements, Developer shall give preference in the rental of Affordable Units to Low Income Households or Very Low Income Households, as applicable, to tenants who meet reasonable criteria, including without limitation, existing City of Seaside residents, persons who are employed in the City of Seaside or other reasonable criteria that may be determined by the City from time to time. The preference stated in this Section shall apply to rental of all Affordable Units throughout the Term.

No preference herein may be used for the purpose or effect of delaying or otherwise denying admission to any Affordable Unit based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant household. Nothing herein shall restrict Developer from screening tenants through the application of criteria which is lawful and customary in apartment management in the City and otherwise consistent with federal, state and local regulations and restrictions applicable to the Improvements. The City shall consider reasonable factors, as determined by the City from time to time, including without limitation

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

Developer is responsible for all management functions with respect to the Improvements, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Improvements. Developer shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder.

5.2 Management Agent.

No later than six (6) months prior to the projected date of the completion of the construction of the Improvements, Developer shall submit to the City for approval the name and qualifications of the proposed management agent (the "Management Agent"), and the proposed management contract (the "Management Contract"). The Management Agent shall have demonstrated the ability to operate residential facilities like the Improvements in a manner that will provide decent, safe, and sanitary housing. Developer shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standards for a qualified Management Agent of Improvements of this type.

5.3 Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Improvements. The purpose of each periodic review will be to enable the City to determine if the Improvements are being operated and managed in accordance with the requirements and standards of this Agreement. Developer shall cooperate with the City in such reviews.

5.4 Property Maintenance.

Developer shall, for the entire Term of this Agreement, maintain all interior and exterior improvements, including landscaping, on the Affordable Housing Parcel in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

ARTICLE 6 ENFORCEMENT

6.1 Enforcement by the City.

If Developer fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified Developer in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law or equity:

(a) **Action to Compel Performance or for Damages.** The City may bring an action at law or in equity to compel Developer's performance of its obligations under this Agreement, and/or for damages.

(b) **Remedies Provided Under the Ordinance.** The City may exercise any other remedy provided under the Ordinance.

(c) **Cure Rights.** Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Developer's limited

partner, or (ii) Developer's senior mortgage lender, shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

ARTICLE 7 MISCELLANEOUS

7.1 Lease Provisions.

(a) In leasing the Affordable Units in the Improvements, the form of Tenant lease shall also comply with all requirements of this Agreement, and shall, among other matters:

(1) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably requested by Developer to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Improvements in accordance with the standards set forth in this Agreement, or (ii) to qualify as a Very Low Income Household or Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification;

(2) provide that if the household's income increases above the applicable limits for a Very Low Income Household or Low Income Household, as applicable, such household's Rent may be subject to increase, and such household's occupancy may be subject to termination due to an increased income above that of a Low Income Household, provided, however, so long as applicable CTCAC regulations or any law or regulations associated with the Tax-Exempt Bonds prohibit termination as a result of increases in income above applicable income limits, the form of tenant Lease for any unit subject to a regulatory agreement with respect to the Tax Credits and/or the Tax-Exempt Bonds shall not be required to provide for termination due to an increased income above that of a Low Income Household; and

(3) be for an initial term of not less than one (1) year. After the initial year of tenancy, the lease may be month to month by mutual agreement of Developer and the Tenant.

(b) Any termination of a lease (other than default by Tenant) or refusal by Developer to renew must be preceded by no less than thirty (30) days' written notice to the Tenant by Developer specifying the grounds for the action, and with such further notice as may be required by Section 2.4. Termination of a lease for a default by Tenant shall be in accordance with applicable law.

7.2 Nondiscrimination.

(a) Developer herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no unlawful discrimination, irrespective of any person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or any other protected status recognized under the law against any employee or applicant for employment

related to the Affordable Units. Developer shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Developer shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(b) The provisions of paragraph (a) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Affordable Units, and Developer and any person claiming under or through the Developer, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Affordable Units or in connection with the employment of persons for the construction, operation and management of any Affordable Unit.

7.3 Section 8 Voucher and Certificate Holders.

Developer shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing certificate program or the Housing Choice Voucher Program under Section 8 of the United States Housing Act, or its successor. Developer shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than the criteria applied to all other prospective Tenants, nor shall Developer apply or permit the application of management policies or lease provisions with respect to the Improvements which have the effect of precluding occupancy of units by such prospective Tenants.

7.4 Term.

The provisions of this Agreement apply to the Affordable Housing Parcel for the entire Term. This Agreement is binding on any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City.

7.5 Subordination to Security Interest.

This Agreement shall be subordinated to any bona fide mortgage, deed of trust, or other security financing interest encumbering the Affordable Housing Parcel.

7.6 Covenants to Run With the Land.

The City and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

7.7 Indemnification.

Developer will indemnify and hold harmless (without limit as to amount) City and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the development of the Property or the sale of units on the Property, and shall protect and defend Indemnities, and any of them with respect thereto; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the negligence or willful misconduct of any of the Indemnitees.

7.8 Recording and Filing.

The City and Developer shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of Monterey County.

7.9 Successors Bound.

Developer covenants, for itself and its successors and assigns, not to sell, transfer, assign or otherwise dispose of ownership of the Property (a "**Transfer**"), without the express written consent of the City, not to be unreasonably withheld, conditioned or delayed. The parties agree that it shall not be unreasonable for City to withhold or condition approval of any Transfer where the proposed transferee has not demonstrated to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently manage the Improvements and to otherwise fulfill the obligations undertaken by the Developer under this Agreement. Any prospective purchaser, transferee or assignee shall expressly promise in writing to be bound by all of the provisions hereof, including the covenant in this Section 7.9 to require successors to expressly assume the obligations herein. The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records. Upon the Transfer of Developer's rights and interests under this Agreement pursuant to this Section 7.9, Developer shall automatically be released from its obligations and liabilities under this Agreement arising or accruing after the date of Transfer. Upon any Transfer and the express assumption of Developer's obligations under this Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 7.6 above, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

7.10 Governing Law.

This Agreement is governed by the laws of the State of California.

7.11 Waiver of Requirements.

No waiver of the requirements of this Agreement shall occur unless expressly waived by the City in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Developer or to pursue any remedy permitted under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Developer shall not be construed to be consent to any other or subsequent act or omission or

to waive the requirement for the City's written consent to future waivers.

7.12 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda.

7.13 Notices.

Any notices and correspondence concerning this Agreement shall be sent to the parties at the following addresses:

City	Developer
Clerk	Contact Name
Community Development Department	CO
440 Harcourt Ave	Address
Seaside, CA 93955	City, State Zip

Electronic Copy to:
cityattorney@ci.seaside.ca.us

Such addresses may be changed by notice to the other party given in the same manner as provided above.

7.14 Severability.

If any provision of this Agreement is found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

7.15 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City and Developer have entered into this Agreement, as of the date first written above.

DEVELOPER:

CITY:

Signature Page

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

Acknowledgement

EXHIBIT A
LEGAL DESCRIPTION
[ATTACHED]

Exhibit A

ATTACHMENT 10 IS AVAILABLE AT THE
FOLLOWING LINK:

[https://www.ci.seaside.ca.us/DocumentCenter/View/10709/Attachment-10---
Draft-and-Final-EIR](https://www.ci.seaside.ca.us/DocumentCenter/View/10709/Attachment-10---Draft-and-Final-EIR)

Campus Town Public Hearing Notice & Notice of Availability of the Final Environmental Impact Report

NOTICE IS HEREBY GIVEN that the City of Seaside City Council will conduct a Public Hearing on Thursday, March 5, 2020 at 7:00 PM, or as soon thereafter as possible, in the City Council Chambers at 440 Harcourt Avenue to consider the following public hearing item:

Campus Town Specific Plan Project. The proposed project includes various entitlements which allow the construction and operation of up to 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres ("Project"). A Final Environmental Impact Report (EIR) has been prepared to assess potential impacts of the Project, consistent with the requirements of the California Environmental Quality Act (CEQA) and CEQA Guidelines. The City Council will consider the Planning Commission's February 12, 2020 recommendation to approve the Campus Town Specific Plan, General Plan Circulation Element amendments, Zoning Map and Text Amendments creating the "Campus Town Specific Plan" District, the Development Agreement, Vesting Tentative Subdivision Map, and Inclusionary (Affordable) Housing Agreement for the Campus Town Property. The City Council will consider: certification of a Final EIR, including the Water Supply Assessment, and adoption/approval of Findings, a Mitigation Monitoring Reporting Plan (MMRP), approval of the proposed project or an alternative, approval of the Campus Town Specific Plan, approval of the General Plan Circulation Element amendments, approval of the Zoning Map and Text Amendments creating the "Campus Town Specific Plan" District, approval of the Development Agreement, approval of the Vesting Tentative Subdivision Map, and approval of the Inclusionary (Affordable) Housing Agreement for the Campus Town Property. Project approvals will be made through adoption of resolutions and ordinances.

The Project is located within the City of Seaside on former Fort Ord land; situated at the northern end of Seaside, approximately one-mile east of Monterey Bay and 2,600 feet east of the Fort Ord Dunes State Park, and 900 feet east of State Route 1 (SR 1). The Plan Area is generally bounded by 1st Avenue to the west and 7th Avenue to the east, by Lighthouse Drive and Colonel Durham Street to the north, and by Gigling Road to the south.

The Applicant, KB Bakewell Seaside Ventures II, LLC (as successor in interest to KB Bakewell Seaside Venture, LLC) applied on November 19, 2017 for a number of related land use approvals (File No. SP 17-01 and VTM 17-01). The Project's approvals considered at this hearing include approval/certification of the Final EIR, approval of the Campus Town Specific Plan, approval of an amendment to the City's General Plan making minor technical changes to the Circulation Element, creation of a "Campus Town Specific Plan District" in the Seaside Municipal Code, a rezoning of the Site from a combination of CMX (Commercial Mixed-Use), Public-Institutional (P-I) and Military (M)

to the “Campus Town Specific Plan District,” Vesting Tentative Subdivision Map to create up to 837 smaller lots for future construction, a Development Agreement and an Inclusionary (Affordable) Housing Plan and Agreement affecting several properties generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Peninsula and Lightfighter Drive; and generally north of Gigling Road in the CMX (Commercial Mixed Use), PI (Public Institutional) and M (Military) Districts. Additional details will be provided at least 72 hours before the City Council hearing, and included in the Agenda Packet which will be available online at: <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>. Project information will also be available at the Planning Department’s offices located at 440 Harcourt Avenue, or 656 Broadway, Seaside, California 93955, (831) 899-6771.

Notice of Availability of the Final Environmental Impact Report: The Final EIR, including response to comments, will be available on Monday February 24, 2020, and will be available on the City’s website at: <https://www.ci.seaside.ca.us/632/Campus-Town-Project>. Additionally, hard copies of the Final Environmental Impact Report will be available for review at the following locations:

- Oldemeyer Center, 986 Hilby Avenue, Seaside, California, 93955
- City of Seaside, Planning Division, 440 Harcourt Avenue, Seaside, California, 93955
- Seaside Branch Library, 550 Harcourt Avenue, Seaside, California, 93955
- Seaside Creates, 656 Broadway Avenue, Seaside, California, 93955

Written comments will be accepted up to three (3) hours before the start of the public hearing to give the City time to make and distribute copies. Members of the public will also be given an opportunity to speak during the public hearing. If you challenge the project decisions in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Seaside prior to the public hearing.

AGREEMENT FOR STORAGE AND RECOVERY OF NON-NATIVE WATER FROM THE SEASIDE GROUNDWATER BASIN

THIS AGREEMENT is made and entered into on February 5, 2020, by and between the SEASIDE BASIN WATERMASTER (the "WATERMASTER") and the City of Seaside (the "CITY") as follows:

Recitals

1. The WATERMASTER was created by the decision, as amended, entered in the case, California American Water Company v. City of Seaside, et al. Monterey County Superior Court, filed February 9, 2007, Case No. M66343 (the "Decision"). This Decision was made for the purposes of managing and protecting the Seaside Groundwater Basin ("Basin") for the benefit of the businesses, individuals, and public agencies that overlie or extract groundwater from the Basin. The CITY is a party to the Decision.
2. In February of 2010, the WATERMASTER, in accordance with Section III.L.3.j.xix and III.H.2 of the Decision, allocated 2,361 acre-feet of Storage in the Coastal and Northern Inland Subareas to the CITY. In accordance with Section III.H.3 of the Decision, the CITY may use its Storage Allocation for the benefit of its customers and for other purposes as the CITY deems appropriate.
3. Section III.H.1 of the Decision states that the Parties shall be permitted to utilize available Storage space for "bona fide Groundwater Storage Projects". Section III.H.6. provides that the City has the right to store water by "Direct Injection, Spreading, or other artificial means so long as such Storage does not cause Material Injury to any other Party."
4. On June 5, 2019, the CITY applied to the WATERMASTER for permission to store water in the Basin and to recover the stored water the Basin, through an in-lieu storage program.
5. On October 25, 2019, the Court determined that as presented the CITY'S application for in lieu water storage was consistent with the terms of the Decision and California law and policy.
6. Under the authorities granted to the WATERMASTER by the Decision, on December 5, 2019 the WATERMASTER approved the application of the CITY and hereby grants permission to the CITY to store Non-Native water in, and to recover that stored water from, the Basin, as described in and subject to the Terms and Conditions contained in this Agreement.

Terms and Conditions

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree to the following terms and conditions:

1. Definitions. Unless otherwise specifically defined herein, the defined terms shall be given the same definition and meaning set forth in the Decision, as listed in Attachment A.

2. Storage Quantity. The CITY is authorized to store up to 2,361 acre-feet per year of the water in the Basin. In the event the WATERMASTER revises the Total Usable Storage Space of the Basin in accordance with Section III.H.4 of the Decision, or if one or more Alternative Producers converts entirely or in part from an Alternative Production Allocation to a Standard Production Allocation in accordance with Section III.B.3.e of the Decision, the CITY's Storage Allocation may change, and this may affect the storage quantity authorized by this Agreement; however, any reduction in storage quantity will not result in a corresponding reduction in the amount of water actually stored at the time of the change. In such instance this Agreement will be modified to reflect these changes. Further, the parties may agree by written amendment to this Agreement to revise the storage quantities authorized herein.
3. Storage Location. The CITY's storage of water in the Basin will result from substituting recycled water obtained from the Pure Water Monterey project ("Recycled Water") for irrigation of the City's Bayonet and Blackhorse Golf Courses in lieu of the current use of approximately 450 acre-feet per year of groundwater from the Seaside Basin. The result of the substitution of the Recycled Water for groundwater production to irrigate the golf courses will cause the replenishment and storage of water in the Basin. The location where the Recycled Water will be delivered to the golf courses is shown in Attachment B.
4. Recovery Location. The CITY will recover the stored water at CITY Well No. 4, located on Juarez Street in the CITY of Seaside, Assessor's Parcel Number 012-115-017-000, as shown in Attachment C or at any replacement well drilled for City Well No. 4 so long as the recovery of stored water from the replacement well does not cause any Material Injury to the Basin. CITY Well No. 4 withdraws water from the Santa Margarita aquifer and is perforated at 390 to 420 feet below ground surface (bgs), 430 to 470 feet bgs and at 490 to 550 feet bgs.
5. Recovery Quantity. The CITY is initially authorized to recover (Extract) the full amount of the water that is actually Stored in accordance with this Agreement. However, due to the hydrogeologic characteristics of the Seaside Basin, naturally occurring losses of Stored Water may result in the WATERMASTER reducing the percentage of Stored Water that may be Extracted. Should the WATERMASTER determine that this needs to be done, this Agreement will be modified to reflect the reduced quantity of water that the CITY may recover, and the technical basis for this determination will be provided to all PRODUCERS.
6. Water Quality. Because the storage pursuant to this Agreement would occur through in-lieu storage procedures rather than injection or spreading, water quality should not be of concern. However, the substitution water is Recycled Water from the Pure Water Monterey Project, which is the same water that MPWMD will inject into the Seaside Basin pursuant to the California-American Water Company storage program previously approved by Watermaster. The water quality constituents in the Recycled Water will not exceed the water quality limits contained in the Waste Discharge Requirements and Water Recycling Requirements issued for the Pure Water Monterey Project issued by the Central Coast RWQCB in Order No. R3-2017-0003.

7. Carryover and Stored Water Credits. In accordance with Section III.F of the Decision, if during a particular Water Year the CITY does not Extract from the Basin a total quantity equal to the CITY's Standard Production Allocation plus any stored water for the particular Water Year, the CITY may establish Carryover Credits, up to the total amount of the CITY's Storage Allocation.

However, in accordance with the Decision in no circumstance may the sum of the CITY's Stored Water Credits and Carryover Credits exceed the CITY's available Storage Allocation. Further, in accordance with Section III.H.5 of the Decision, unused (not Extracted) Stored Water Credits may be carried over from year to year, but due to the hydrogeologic characteristics of the Seaside Basin, naturally occurring losses of Stored Water may require Watermaster to discount the percentage of Stored Water for all SPA Producers that may be Extracted.

8. Measurement and Reporting of Extractions and Storage. In accordance with Section III.J of the Decision, the CITY shall ensure that adequate measuring devices are installed, maintained, and used on all facilities that deliver Recycled Water to the CITY's golf courses, and the CITY shall ensure that adequate measuring devices are installed, maintained, and used on all of the CITY's Extraction facilities, as required by the WATERMASTER's Rules and Regulations and this Agreement.

Beginning on the initial delivery of Recycled Water to the CITY in accordance with this Agreement, the CITY shall provide to the WATERMASTER a monthly Recycled Water report which contains the following information:

- The quantity of Recycled Water that was delivered to and used by the CITY to irrigate the CITY's golf courses. This quantity will represent the amount of water Stored by the CITY for subsequent extraction under this Agreement.
 - The quantity of Stored Water that was recovered (Extracted)
 - The location(s) where the Stored Water was recovered (Extracted)
9. Indemnification. The CITY shall assume the defense of, indemnify and hold harmless, the WATERMASTER, its officers, agents and employees from all claims, liability, loss, damage or injury of any kind, nature or description arising directly or indirectly from actions or omissions by the CITY or any of its officers, agents, employees, or independent contractors relating to this Agreement, excepting claims, liability, loss, damage or injury which arise from the willful or negligent acts, omissions, or activities of an officer, agent or employee of the WATERMASTER.
10. Successors and Assigns. This Agreement, and all the terms and conditions hereof, shall apply to and bind the successors and assigns of the respective parties hereto; provided that the CITY shall not assign this Agreement without prior written consent of the WATERMASTER.
11. Further Cooperation. Each of the parties agree to reasonably cooperate with each other, and to execute and deliver to the other all such documents and instruments, and to take such further actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

12. Interpretation. It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that no party is to be deemed the party which prepared this Agreement within the meaning of Civil Code §1654. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.
13. Disputes. If any dispute under this Agreement arises the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Each party shall make all reasonable efforts to provide to the other parties all the information that the party has in its possession that is relevant to the dispute, so that all parties will have ample information with which to reach a decision. If the dispute is not resolved by meeting and conferring, the matter shall be submitted to the Court for resolution pursuant to the Court's reserved jurisdiction as set forth in the Decision.
14. Modification. This Agreement may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of each of the parties hereto.
15. Attorney's Fees and Costs. In the event it should become necessary for any party to enforce any of the terms and conditions of this Agreement by means of court action or administrative enforcement, the prevailing party/parties, in addition to any other remedy at law or in equity available to such party, shall be awarded from the non-prevailing party/parties all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing party/parties.
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.
17. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

WATERMASTER

CITY

Administrative Officer
Seaside Basin Watermaster
P.O. Box 51502
Pacific Grove, CA 93950

Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

w/E-mail Copy to:
Cityattorney@ci.seaside.ca.us

18. Conflicts with the Decision. The Parties believe this Agreement to be consistent with the terms of the Decision and agree that the CITY'S rights under this Agreement are subject to the Decision and in the event of any conflict between the provisions of this Agreement and the Decision, the Decision shall control.

19. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to such subject matter.
20. Term. This Agreement shall be effective on the date it has been executed by all Parties and continue in perpetuity unless and until ordered terminated by the Court maintaining continuing jurisdiction over the Decision.

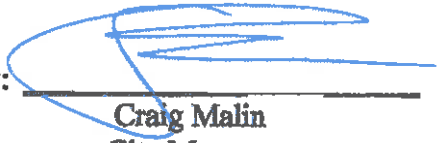
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement consisting of five (5) pages and three (3) attachments in triplicate on the date hereinabove written.

WATERMASTER

By: 

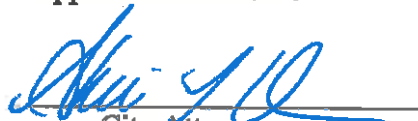
Paul Bruno
Chairperson

CITY

By: 

Craig Malin
City Manager

Approved as to Form


City Attorney

ATTACHMENT A

DEFINITIONS

(Excerpted from the Decision)

"Artificial Replenishment" means the act of the WATERMASTER, directly or indirectly, engaging in or contracting for Non-Native Water to be added to the Groundwater supply of the Seaside Basin through Spreading or Direct Injection to offset the cumulative Over-Production from the Seaside Basin in any particular Water Year pursuant to Section III.L.3.j.iii. It shall also include programs in which Producers agree to refrain, in whole or in part, from exercising their right to produce their full Production Allocation where the intent is to cause the replenishment of the Seaside Basin through forbearance in lieu of the injection or spreading of Non-Native Water.

"Carryover" means that portion of a Party's Production Allocation that is not Extracted from the Basin during a particular Water Year. Each acre-foot of Carryover establishes an acre-foot of Carryover Credit.

"Carryover Credit(s)" means the quantity of Water established through Carryover, that a Party is entitled to Produce from the Basin pursuant to Section III.F.

"Extraction," "Extractions," "Extracting," "Extracted," and other variations of the same noun or verb, mean pumping, taking, diverting or withdrawing Groundwater by any manner or means whatsoever from the Seaside Basin.

"Groundwater" means all Water beneath the ground surface in the Seaside Basin, including Water from Natural Replenishment, Artificial Replenishment, Carryover, and Stored Water.

"Material Injury" means a substantial adverse physical impact to the Seaside Basin or any particular Producer(s) including but not limited to: seawater intrusion, land subsidence, excessive pump lifts and water quality degradation.

"Natural Replenishment" means all processes by which Water may become a part of the Groundwater supply of the Seaside Basin without the benefit of the Physical Solution and the coordinated management it provides. Groundwater that occurs in the Seaside Basin as a result of the Physical Solution, which is not Natural Replenishment, includes, but is not limited to Storage, Carryover, and Artificial Replenishment.

"Non-Native Water" means all Water that would not otherwise add to the Groundwater supply through natural means or from return flows from surface applications other than intentional Spreading.

"Physical Solution" means the efficient and equitable management of Groundwater resources within the Seaside Basin, as prescribed by this Decision, to maximize the reasonable and beneficial use of Water resources in a manner that is consistent with Article X, Section 2 of the California Constitution, the public interest, and the basin rights of the Parties, while working to bring the Production of Native Water to Natural Safe Yield.

"Producer" means a Party possessing a Base Water Right.

"Standard Production Allocation" is the amount of Groundwater that a Producer participating in this allocation method may Produce from a Subarea of the Seaside Basin as provided in Section

III.B.2, which is determined by multiplying the Base Water Right by the Operating Yield. **"Storage"** means the existence of Stored Water in the Seaside Basin.

"Storage Allocation" means that quantity of Stored Water in acre feet that a Party is allowed to Store in the Coastal Subarea or the Laguna Seca Subarea at any particular time.

"Storage Allocation Percentage" means the percentage of Total Usable Storage Space allocated to each Producer proceeding under the Standard Production Allocation. Producers proceeding under the Alternative Production Allocation are not allocated Storage rights and, consequently, their share of the Total Usable Storage Space is apportioned to the Producers proceeding under the Standard Production Allocation. Pursuant to the terms of Section III.B.3, Parties proceeding under the Alternative Production Allocation enjoy a one-time right to change to the Standard Production Allocation. Due to the recalculation of the Storage Allocation Percentage necessitated when a Party changes to the Standard Production Allocation, the WATERMASTER will maintain the up-to-date Seaside Basin Storage Allocation Percentages.

"Storage and Recovery Agreement" means an agreement between WATERMASTER and a Party for Storage pursuant to Section III.L.3.j.xx.

"Store" and other variations of the same verb refer to the activities establishing Stored Water in the Seaside Basin.

"Stored Water" means (1) Non-Native Water introduced into the Seaside Basin by a Party or any predecessors-in-interest by Spreading or Directly Injecting that Water into the Seaside Basin for Storage and subsequent Extraction by and for the benefit of that Party or their successors-in-interest; (2) Groundwater within the Seaside Basin that is accounted for as a Producer's Carryover; or (3) Non-Native water introduced into the Basin through purchases by the WATERMASTER, and used to reduce and ultimately reverse Over-Production.

"Stored Water Credit" means the quantity of Stored Water augmenting the Basin's Retrievable Groundwater Supply, which is attributable to a Party's Storage and further governed by this Decision and a Storage and Recovery Agreement.

"Total Useable Storage Space" means the maximum amount of space available in the Seaside Basin that can prudently be used for Storage as shall be determined and modified by WATERMASTER pursuant to Section III.L.3.j.xix, less Storage space which may be reserved by the WATERMASTER for its use in recharging the Basin.

Storage Location



ATTACHMENT C

Recovery Location

Seaside Wells



T:\Projects\Current\Project\WaterUtility\Network\Map\Seaside\Seaside.ppt



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Kimberly Drabner, Finance Director

DATE: March 5, 2020

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE
MUNICIPAL CODE TITLE 13, CHAPTER 10.060 MUNICIPAL
WATER SYSTEM – ENFORCEMENT MEASURES -
DELINQUENCIES (FIRST READING - ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce a draft ordinance amendment as presented, discuss, invite comments from the public, and pass to print the draft ordinance amending Municipal Code Title 13, Chapter 10.060 to modify the enforcement measures for delinquent accounts for the Seaside Municipal Water System, pursuant to the California Senate Bill 998 (SB998). The purpose of SB998 is to provide additional procedural protections for delinquent residential water customers before discontinuing water service.

The proposed revisions will replace in entirety Chapter 13.10.060, and will include requirements of water connection shutoff procedures, noticing, and amortization payment plans.

BACKGROUND

The California Safe Drinking Water Act requires the State Water Resource Control Board to administer provisions relating to the regulation of drinking water to protect the public health and to ensure that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. On September 28, 2018, SB998 was approved by the Governor and filed with the

Secretary of State, to require the water system provider to have a written policy on discontinuation of water service to due to non-payment. The existing policy for the Seaside Municipal Water System (SMWS) does not conform to the new provisions of SB998. The SMWS has fewer than 3,000 connections, and for an urban and community water system of this size, has been given till April of 2020 to adopt the policy on discontinuation of water services.

Below are the key provisions of SB998:

- The policy shall be posted on the water system website, and be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.
- Policy must include mechanisms for deferred or reduced payments or alternate payment schedules
- Timelines for noticing and discontinuation dates.
 - Water cannot be turned off until account is delinquent for 60 days or more.
 - Written notice received no less than 7 days prior to scheduled shutoff, with information on payment extensions, amortized payment options, and process for appeal.
 - If unable to make contact, notice shall be placed in a conspicuous location on the property.
- Water shall not be disconnected to any customer when all the following conditions are met;
 - Customer submits certification from primary or medical care provider that shutoff will be life threatening; and
 - Customer submits evidence that they are financially unable to pay within the billing cycle; and
 - Customer is willing to enter into an amortization agreement or alternative payment plan.
- Service may be disconnected if customer does not comply with arrangement of the payment plan, and the payment is delinquent for 60 days or more.
- The reconnection fee will be reduced from \$123 down to \$50 during business hours, and from \$240 down to \$150 for after business hours.
- Staff will report number of annual disconnections of residential service for inability to pay on the Seaside Municipal Water System website and report to the State Water Resource Control Board.

The proposed policy provides protections for delinquent residential water customers before discontinuing water service, however it does not apply to termination of service due to an unauthorized action of a customer.

ENVIRONMENTAL COMPLIANCE:

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

FISCAL IMPACT

The exact fiscal impact of adoption is unknown at this time. There are factors in the new ordinance that will have fiscal impacts but the magnitude is difficult to forecast. The City of Seaside Water Department had an informal policy of outreach prior to disconnection before passage of SB998. Thus, formalization of the guidelines has minimal impact on staff time related to disconnection notice. However, the introduction of amortization plans and conditions to prevent shutoff will necessitate additional staff time. What is difficult to forecast is the frequency with which the process will be requested and the staff time per request.

The current ordinance is implementing a one tier reconnection fee which will lower the fee from \$123 to \$50. Based on the assessment trend, this results in less than a \$1,500 reduction in revenue. Waiver of late fees has not been a significant revenue source and is not expected to result in a notable decrease in revenue.

Further fiscal impact based on the extended period to shut off is not yet known. Staff will monitor the pattern post-implementation to better predict the future trend.

ATTACHMENTS

1. Draft Ordinance SB998
2. SB998 Bill Text
3. City of Seaside Water Department Policy

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DELETING THE EXISTING SEASIDE MUNICIPAL CODE SECTION 13.10.060 MUNICIPAL WATER SYSTEM – ENFORCEMENT MEASURES – DELINQUENCIES AND REPLACE WITH NEW SEASIDE MUNICIPAL CODE SECTION 13.10.060 (FIRST READING - ROLL CALL VOTE)

**THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS
FOLLOWS:**

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Proposed text amendments to Seaside Municipal Code Title 13, Chapter 10.060 Municipal Water System – Enforcement Measures – Delinquencies.

FINDINGS

WHEREAS on September 28, 2018, California Senate Bill 998 (SB998) was passed; and

WHEREAS, The Seaside Municipal Water System is an urban or community water system which shall have a written policy on discontinuation of water service for delinquent accounts pursuant to SB998 by April 1, 2020; and

WHEREAS, the policy includes provisions on waivers for low income customers, noticing requirements prior to shutoffs, plan for payment schedules or reduced or deferred payments, and procedures for restoration of water service due to shutoffs for delinquencies of payment; and

WHEREAS, deleted and replacing Section 13.10.060 with the attached Municipal Code text (Exhibit A) will result in a policy compliant with the new regulations of SB998.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. DELETE AND REPLACE

This ordinance deletes the existing Seaside Municipal Code section 13.10.060 and replaces it entirely with the language in Exhibit A entitled 13.10.060 Enforcement measures – Delinquencies, attached hereto and incorporated herein by reference.

SECTION 4. 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 revisions.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 5th day of March, 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of March, 2020, by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

EXHIBIT A

13.10.060 Enforcement measures – Delinquencies.

A. Purpose of this section is to outline the Seaside Municipal Water System's administrative actions for delinquent accounts, including notifications, fee assignments, and discontinuation of service as pursuant to the California Senate Bill 998 (SB998) effective by law April 1, 2020.

B. Delinquent Accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business of Due Date identified on the water bill. The following rules apply to the collection of delinquent accounts:

1. Late Fee. If payment for a bill is not received by close of business at the end of the subsequent billing cycle a late fee will be assessed. The due date and late fee will be displayed prominently on the bill.
2. Waiver of Late Fee. At the request of the customer, the Water collector will waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding six (6) months.
3. The Water collector shall not discontinue residential service for nonpayment if all of the following conditions are met:
 - a. Any customer who demonstrates that they are unable to pay for water service within the normal billing cycle. A customer shall be deemed unable to pay for service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.,
 - b. Submittal of certification by a Primary Care Provider (General Practitioner, Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination of service will be life- threatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided.
 - c. Customer is willing to enter into an amortization agreement, alternate payment schedule or a plan for deferred or reduced payment, consistent with the policies provided by the water collector, not to exceed twelve (12) months from the

original date of the bill. Failure to comply with the terms of an amortization plan and is delinquent for 60 days, will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the premises no less than five (5) business days in advance of discontinuance of service.

4. Additional Notification. As a courtesy, the Water collector will make a reasonable, good faith effort to notify the customer that the account remains past due and that shutoff preceding may be initiated if the account is delinquent for sixty (60) days. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. The Water collector assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.
5. Written Disconnection Notice. The Water collector shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least 60 days. The Water collector will make a reasonable, good faith effort to contact the customer in writing at least seven (7) days before discontinuation of water service for non-payment. The written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The written disconnection notice will include:
 - Customer's name and address
 - Amount that is past due
 - Date by which payment or payment arrangements are required to avoid discontinuation of service
 - Description of the process to apply for an amortization plan
 - Description of the process to dispute or appeal a bill
 - Water Collector's billing department's phone number and a web link to the written collection policy
- a. Notice to Residential Tenants/Occupants in an Individually Metered Residence. The Water collector will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the Seaside Municipal Water System without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service

at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

- b. Notice to Tenants/occupants in a Multi-Unit Complex Served through a Master Meter. The Water collector will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the Seaside Municipal Water System without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the Water collector, or if there is a physical means, legally available to the Water collector, of selectively terminating service to those occupants who have not met the requirements for service, the Water collector will make service available to the occupants who have met those requirements.
 - c. If the written disconnection notice is returned through the mail as undeliverable, the Water collector will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for non-payment.
6. Disconnection Deadline. All delinquent water service charges and associated fees must be received by the Water collector by 5:00 p.m. on the day specified in the written disconnection notice.
7. Disconnection of Water Service for Non-Payment. The Water collector will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a written disconnection notice at least seven (7) days prior to termination. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 7 days of initial termination.
- The Water collector will notify the Monterey County Health Department if water service remains disconnected for three (3) days while the property remains occupied.
8. Re-establishment of Service. In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The Water

collector will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than City of Seaside personnel may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

9. Re-establishment of Service After Business Hours. Service restored after 5:00 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee. The after-hours re-establishment fee is in addition to the regular re-establishment fee and the late fee for a past due account. City staff responding to service calls are not permitted to collect payment but will instruct the customer to contact the billing department before noon the following business day. Services that are off and locked cannot be re-established after hours.
10. Disputed Bills. If a customer disputes the water bill and exercises their right to appeal to the Board of Directors, the Water collector will not disconnect water service for non-payment while the appeal is pending.

**SB-998 Discontinuation of residential water service: urban and community water systems.** (2017-2018)

SHARE THIS:



Date Published: 09/28/2018 09:00 PM

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household

income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

(a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.

(b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.

(c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.

(d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.

(e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.

(f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. Discontinuation of Residential Water Service

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585 and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

(i) The customer's name and address.

(ii) The amount of the delinquency.

(iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

(iv) A description of the process to apply for an extension of time to pay the delinquent charges.

(v) A description of the procedure to petition for bill review and appeal.

(vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a

government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

City of Seaside Water Department Shut-off Policy

Purpose/Background:

This policy enumerates the City of Seaside Water Department's (hereinafter referred to as "City Water Department") administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the City Water Department's website. The City Water Department can be contacted by phone at (831) 899-6715 to discuss options for averting termination of water service for nonpayment under the terms of this policy.

Text of policy:

As an urban or community water system that supplies water to more than 200 service connections, the City Water Department is governed by Senate Bill No. 998.

Delinquent Account:

The City Council of the City of Seaside has set the water billing period to be the twentieth (20th) day of the month following the month of service delivery and deems water bills delinquent if not paid by the due date displayed on the service bill. The following rules shall apply to the collection of delinquent accounts:

1. Small Balance Accounts: Any balance on a bill of \$20 or less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action.

2. Delinquent Notice: If payment for a bill is not received by close of business on the next billing cycle, a late fee may be assessed. The due date and late fee will be displayed prominently on the bill. The City Water Department representative will make a good faith effort to contact the person or entity responsible for the payment (hereinafter referred to as "customer") prior to assessing the late fee. Contact will be made based on the customer designated preferred contact method. If no method is designated, available contact information will be utilized. Upon a bill becoming delinquent, the Water Department shall give customer a notice of delinquency stating that water service will be discontinued after sixty (60) days. The delinquent notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The City Water Department assumes no responsibility for contact information that has not been kept up-to-date by the customer.

3. Waiver of Late Fee: At the request of the customer, the City Water Department will waive the late fee if there are extenuating circumstances and the customer has been assessed a late fee for delinquent payment no more than once in the preceding six (6) months.

4. Alternative Payment Arrangements: Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The City Water Department shall not discontinue water service for non-payment if a customer has requested and entered into an alternative payment arrangement and payments under the arrangement are being made. Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. A down payment of twenty (20) percent of the customer's outstanding balance will be due at the time of signing. An amortization plan will amortize the remaining unpaid balance over a period not to exceed twelve (12) months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.

5. First Disconnection Notice: The City Water Department shall not discontinue water service for nonpayment until payment by the customer has been delinquent for at least sixty (60) days. The Water Department shall give the customer a first notice of disconnection at least seven (7) business days before termination of service for nonpayment. The written first disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The first written disconnection notice will include:

- Customer's name and address
- Amount that is past due
- Date by which payment or payment arrangements are required to avoid termination of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal a bill
- City Water Department phone number and a web link to the City Water Department's written collection policy

a) Notice to Residential Tenants/Occupants in an Individually Metered Residence: The City Water Department will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City Water Department without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the

tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

- b) Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter: The City Water Department will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City Water Department without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the City Water Department, or if there is a physical means, legally available to the City Water Department, of selectively terminating service to those occupants who have not met the requirements for service, the City Water Department will make service available to the occupants who have met those requirements.

If the written first disconnection notice is returned through the mail as undeliverable, the City Water Department will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for nonpayment. In addition, a good faith effort will be made to contact the customer through a preferred contact method if available (phone or email).

6. Final Disconnection Notice: Failure to comply with the terms of an amortization plan for sixty (60) days or more or failure to pay current residential service charges for sixty (60) days or more will result in the issuance of a final disconnection notice. The final disconnection notice will be in the form of a door hanger delivered to the premises at least five (5) business days in advance of discontinuance of service.

7. Twenty Four (24) Hour Courtesy Call: The City Water Department will make a reasonable, good faith effort to notify the customer 24 hours in advance of disconnection of water service for nonpayment. The means of notification will be by the preferred contact method (phone or email). The twenty-four (24) hour courtesy call is meant entirely as a courtesy and failure of the Water Department to send the notice or failure by the customer to receive the notice shall not constitute an acceptable reason for non-payment or delay of disconnection.

8. Disconnection Deadline: All delinquent water service charges and associated fees must be received by the City Water Department by 5:00p.m. on the day

specified in the written disconnection notice. A postmark on a mailed payment will not constitute meeting the cutoff date and time.

9. Disconnection of Water Service for Non-Payment: The City Water Department will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a delinquent notice, a first disconnection notice, a final disconnection notice and a twenty-four (24) hour courtesy call. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 7 days of initial disconnection.

10. Notification of Returned Payment: Upon receipt of a returned check taken as payment of water service or other charges, the City Water Department will consider the account not paid. The City Water Department will make a reasonable, good faith effort to provide a 48-hour courtesy notice of termination of service due to a returned check. The means of notification will be by phone. If the customer can't be reached, a good faith effort will be made to leave a notice at the service address. Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

11. Returned Checks for Previously Disconnected Service: In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the City Water Department restores service, the City Water Department may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance. Any customer issuing a non-negotiable check as payment to restore service turned off for non-payment will be required to pay cash, credit card or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

12. Re-establishment of Service: In order to resume or continue service that has been disconnected for nonpayment, the customer must pay a re-establishment fee of \$50.00. The City Water Department will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than City Water Department personnel or without City Water Department authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

13. Re-establishment of Service After Business Hours: Service restored after 5:00 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee not to exceed \$150.00. Service will not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee and has signed an agreement acknowledging the fee and agreeing to contact the City Water Department billing office no later than noon the following business day to pay the subject fee. The after-hours re-establishment fee is in addition to the regular re-establishment fee and the late fee for a past due account. City Water Department staff responding to service calls are not permitted to collect payment but will instruct the customer to contact the billing department before noon the following business day.

14. Disputed Bills: If a customer disputes a bill, they must submit an appeal to the City Water Department, Attn: City Manager, 440 Harcourt Avenue, Seaside, California, 93955. Appeals must be in writing and must be filed no later than fifteen (15) days after a delinquency notice has been issued. If a customer disputes the water bill and exercises their right to appeal to the City Manager, the City Water Department will not disconnect water service for nonpayment while the appeal is pending.

Conditions Prohibiting Discontinuation of Service: The City shall not discontinue residential water service if ALL of the following conditions are met:

1. Health Conditions: The customer or tenant of the customer submits certification of a primary care provider that discontinuation of water service would be (i) life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

2. Financial Inability: The customer demonstrates a financial inability to pay for water service within the water system's normal billing cycle. The customer is deemed "financially unable to pay" if any member of the customer's household is (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>); and

3. Alternative Payment Arrangements: The customer is willing to enter into an amortization agreement or alternative payment schedule as noted under Process for Determination of Conditions Prohibiting Discontinuation of Service.

Process for Determining Conditions Prohibiting Discontinuation of Service: The process of proving compliance with the conditions described above is on the customer. In order to allow the City sufficient time to process any request for assistance by a

customer, the customer is encouraged to provide the City with the necessary documentation demonstrating the medical issue, financial inability, and willingness to enter into payment arrangements. Upon receipt of documentation, the City Finance Director, or his/her designee, shall review the documentation and respond to the customer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative payment arrangements, or to notify the customer of the alternative payment arrangement, and terms thereof, in which the City will allow the customer to participate. If the City requests additional information, the customer shall provide the requested information within five (5) calendar days of receipt of the City's request. Within five (5) calendar days of receipt of the additional information, the City will notify the customer in writing that the customer does not meet the conditions to prohibiting discontinuation of service or notify the customer in writing of the alternative payment arrangement approved. If the customer does not meet the conditions prohibiting discontinuation of service, payment for all delinquent amounts is due within two (2) business days after the date of notification of the City's determination or the date of the impending service discontinuation, whichever is later.