



AGENDA

CITY OF SEASIDE

CITY COUNCIL REGULAR MEETING

AND

CITY COUNCIL/PARKING AUTHORITY/SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY JOINT SPECIAL MEETING

VIRTUAL ONLY MEETING

Thursday, May 21, 2020

7:00 PM

Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#), and to do all we can to help slow the spread of COVID-19 (coronavirus) City of Seaside meetings will be adapted in the following ways:

- Meetings of the Seaside City Council and its Boards and Commissions will be conducted with virtual (electronic) participation only. Members of the public may watch the live stream of the City Council and Boards and Commission meetings at <https://bit.ly/SeasideYouTube> or watch the broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99.
- Members of the public may participate before and during each meeting by submitting comment(s) to cityclerk@ci.seaside.ca.us. The clerk will read each received public comment aloud into the record at the designated time, subject to time limits that may be imposed pursuant to the Brown Act. In the subject line of a public comment email, please specify the meeting body and date and indicate the relevant item number or "general" to help staff easily receive and organize public comments.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

Mayor
Mayor Pro Tem
Council Member
Council Member
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. CITY WORKFORCE DIVERSITY REPORT

8. CONSENT AGENDA

A. PROCLAMATION DECLARING MAY 17 -23, 2020 AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE

B. PROCLAMATION FOR JESSICA RECLUSADO, SEASIDE HIGH SCHOOL JUNIOR RESERVE OFFICERS' TRAINING CORPS (JROTC) 2020 GRADUATE

C. APPROVAL OF MINUTES FROM APRIL 16, 2020 REGULAR MEETING AND APRIL 28, 2020 AND MAY 5, 2020 SPECIAL MEETINGS

RECOMMENDATION: Approve minutes as presented.

D. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 25, 2020 through May 8, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending May 7, 2020. Total Accounts Payable and Payroll for the above referenced period is \$2,143,653.24.

E. ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2020.

RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside

F. AUTHORIZE THE CITY MANAGER TO ACQUIRE COMMUNITY BANNERS TO CONGRATULATE THE GRADUATING CLASS OF 2020

RECOMMENDATION: Authorization not to exceed \$1,000 to honor graduating students of the class of 2020.

G. APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE RECOMMENDATION FOR A STREETLIGHT AT THE INTERSECTION OF TRINITY AND VIRGINIA.

RECOMMENDATION: Approve the Traffic Advisory Committee recommendations to install a streetlight with shield if needed, at the intersection of Trinity Avenue and Virginia Street

H. ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO TEICHERT CONSTRUCTION FOR THE PAVEMENT REHABILITATION PROJECT PHASE 3 FOR AN AMOUNT NOT TO EXCEED \$8,533,171 AND TOTAL PROJECT COST WITH 15% CONTINGENCY OF \$9,813,147.

RECOMMENDATION: Award a construction contract to Teichert & Son, Inc. dba Teichert Construction (Teichert) for the Pavement Rehabilitation Project – Phase 3 for an amount not to exceed \$8,533,171, authorize a total project amount with 15% contingency for a total amount not to exceed \$9,813,147 and authorize the City Manager to execute the agreement.

I. ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR PAVEMENT DESIGN SERVICES TO INCLUDE DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR AN AMOUNT OF \$485,495 AND A TOTAL NOT TO EXCEED AMOUNT WITH A 15% CONTINGENCY OF \$558,319.

RECOMMENDATION: Execute a contract amendment to the professional services agreement with Harris & Associates (Harris) to include design services during construction, construction management, and inspection services for the Pavement Rehabilitation Project – Phase 3 to supplement City Staff Construction Management and inspection duties for an amount not to exceed \$485,495 and a total amendment amount

with contingency of \$558,319 and authorize the City Manager to execute the amendment.

J. APPROVE A RESOLUTION AUTHORIZING A ONE-YEAR AMENDMENT TO THE AUDIT CONTRACT WITH CLIFTONLARSONALLEN LLP

RECOMMENDATION: To adopt a resolution approving a one-year amendment to the audit contract with CliftonLarsonAllen LLP.

K. APPROVE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS TRANSFERRING RESPONSIBILITY AND FUNDS FROM THE FORT ORD REUSE AUTHORITY CAPITAL IMPROVEMENT/COMMUNITY FACILITIES DISTRICT TO SEASIDE FOR EUCALYPTUS ROAD INFILTRATOR PROJECT AND HABITAT MANAGEMENT

RECOMMENDATION: Consider resolution authorizing the City Manager to execute agreements with the Fort Ord Reuse Authority to receive funds for the completion of eucalyptus road infiltrator repair and habitat management.

L. ADOPT A RESOLUTION APPROVING THE CREATION OF A PUBLIC UTILITY EASEMENT ON ASSESSORS PARCEL NUMBER 011-561-013, 011-561-014, 011-561-015, and 011-561-016 IN SUPPORT OF MCDONALDS ON CANYON DEL REY

RECOMMENDATION: Adopt a resolution to approve a non-exclusive public utility easement on a portion of property owned by the Parking Authority of the City of Seaside with assessors parcel number 011-561-013, 011-561-014, 011-561-015, and 011-561-016 and authorize the City Clerk to record a certified copy of the resolution in the Monterey County Office of the County Recorder.

M. ADOPT RESOLUTION OF THE CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE APPROVING THE FINAL SUBDIVISION MAP FOR PHASE 3-B OF MODIFIED VESTING TENTATIVE MAP NO. TM-01-03 IN CONNECTION WITH THE SEASIDE RESORT PROJECT, A FINAL MAP FOR THE SUBDIVISION OF A SINGLE RESIDENTIAL LOT, AND TAKING OTHER ACTIONS AS REQUIRED BY LAW

RECOMMENDATION: Consider approval of the Phase 3B Final Map for the Seaside Resort Estates and authorize the City Engineer to record the map.

N. APPROVE A RESOLUTION MODIFYING THE COMPENSATION PLAN FOR UNCLASSIFIED POSITIONS TO DEFER A SCHEDULED SALARY INCREASE

RECOMMENDATION: Approve an amendment to the Unclassified Employees Compensation Plan to defer a scheduled salary increase.

O. APPROVE THE RESOLUTION TO ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE PUBLIC SAFETY MANAGERS' ASSOCIATION

RECOMMENDATION: Approve the successor Memorandum of Understanding with the Seaside Public Safety Managers' Association that includes no salary increase and a reduction in compensation of 10%.

P. APPROVE A RESOLUTION TO MODIFY EXISTING LABOR AND EMPLOYMENT AGREEMENTS TO REDUCE COMPENSATION BY 10% THROUGH FURLOUGHS AND SALARY REDUCTIONS AND DEFER SCHEDULED SALARY INCREASES

RECOMMENDATION: Approve modifications to the following agreements that reduce compensation by 10% through furloughs and salary decreases and defer scheduled salary increases:

Seaside City Employees' Association Memorandum of Understanding (SCEA)

Seaside Managers and Supervisory Employees' Memorandum of Understanding (SMSEA)

Confidential Employees Comprehensive Listing of Personnel Benefits
Confidential Exempt Employees Comprehensive Listing of Personnel Benefits

City Manager's Employment Agreement

City Attorney's Employment Agreement

Executive Managers' Compensation Plan

Q. AUTHORIZE CITY MANAGER TO EXTEND EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH ALFRED GOLVER TO JUNE 19, 2021

RECOMMENDATION: Authorize City Manager to extend the existing ENA with Alfred Glover to June, 19, 2021.

9. PUBLIC HEARING

A. USE PERMIT APPLICATION NO. UP-20-02 AND INTRODUCTION OF AN ORDINANCE FOR SEASIDE MUNICIPAL CODE AMENDMENT SMA-20-01: AUG, LLC., PROPERTY OWNER, AND. BARGHAUSEN CONSULTING ENGINEERS, INC., APPLICANT, ARE REQUESTING A USE PERMIT AND A TEXT AMENDMENT TO CHAPTER 17 OF THE SEASIDE MUNICIPAL CODE TO ALLOW FOR THE CONSTRUCTION OF A 24-PUMP GASOLINE FUELING STATION ON A 0.98-ACRE SITE. THE TEXT AMENDMENT WOULD CONSIST OF ADDING A GASOLINE-FUELING STATION AS A USE PERMIT UNDER SECTION 17.14.030.B – TABLE 2-4 (ALLOWED LAND USES AND PERMITTED USES) IN THE AUTOMOTIVE REGIONAL COMMERCIAL (CA) ZONING DISTRICT. THE PROJECT SITE IS LOCATED AT THE NORTHEASTERN CORNER OF DEL MONTE BOULEVARD AND AUTOCENTER PARKWAY, GENERALLY LOCATED AS PART OF THE CYPRESS COAST FORD NEW CAR DEALERSHIP LOCATED AT 4 GEARY PLAZA (APN# 011-523-018) IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES 15072, A MITIGATED NEGATIVE DECLARATION HAS BEEN PREPARED FOR THE PROJECT AND TEXT AMENDMENT. (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION:

1. Adopt a Resolution approving a Mitigated Negative Declaration for proposed text amendments and use permit;
2. Adopt a first reading draft Ordinance of text amendment Application SMA-20-01; and
3. Adopt a Resolution approving Use Permit Application UP-20-02 for the construction of a 24-pump service station in the Automotive Regional Commercial Zoning District.

B. INTRODUCTION OF AN ORDINANCE TO REPEAL IN ITS ENTIRETY SEASIDE MUNICIPAL CODE SECTION 17.52.140, APPROVE TEXT AMENDMENTS ADDING LAND USE DEFINITIONS TO 17.98, AND TO MODIFY THE PERMIT REQUIREMENTS OF MECHANICAL AND ELECTRONIC GAMES AND GAME CENTERS IN SMC 17.14.030, TABLE 2-4 FROM REQUIRING A USE PERMIT TO BEING PERMITTED OUTRIGHT IN THE CMX, CC AND CRG ZONES. (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce the draft ordinance as presented, discuss, invite comments from the public, and pass to print the draft ordinance repealing Seaside Municipal Code section 17.52.140 and amending sections 17.98 and 17.14.030, table 2-4 to eliminate specific use regulations, add land use definitions, and to modify the permit requirements of mechanical and electronic games and game centers.

10. BUSINESS ITEMS

A. CONSIDER THE RECOMMENDATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITY FUNDING FOR THE 2020-2022 APPLICATION CYCLE AND PROVIDE DIRECTION TO STAFF TO PREPARE THE CONSOLIDATED/ANNUAL ACTION PLAN TO HUD

RECOMMENDATION: It is recommended that the City Council consider the CDAC and Homeless Commission's recommendations to receive CDBG funding and provide direction to staff to complete the required Annual Action Plan as part of this year's Consolidated Plan update to submit to HUD.

B. CONSIDER POSSIBILITIES FOR USE OF CDBG-CV CORONAVIRUS RESPONSE FUNDING AND PROVIDE DIRECTION TO STAFF TO PREPARE THE ACTION PLAN FOR THIS SPECIAL FUNDING TO SUBMIT TO HUD

RECOMMENDATION: The City has been granted \$199,874 in supplemental CDBG-CV grant funding to prevent, prepare for, and respond to coronavirus. It is recommended the Council give direction to staff to prepare the plan to HUD for use of the funds.

C. CONSIDERATION OF AMENDMENTS TO SEASIDE MUNICIPAL CODE SECTION 10.32 TO INSTITUTE A FOUR HOUR TIME LIMIT FOR CITY PARKING LOTS AT PARKS AND ALLOW ONE NIGHT PER WEEK FOR OVERNIGHT PARKING AT ROBERT'S LAKE

RECOMMENDATION: To receive a presentation, discuss and provide direction to staff.

D. CONSIDER ENVIRONMENTAL IMPACT REPORT FOR THE FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG) AND ADOPT RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE A MASTER AGREEMENT ON BEHALF OF THE CITY OF SEASIDE SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION: Adopt resolution authorizing City Manager to execute a Master Agreement with Transportation Agency of Monterey County for the FORTAG trail upon final review and approval as to form by City Attorney.

11. COUNCIL MEMBER REQUESTS

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

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

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 4, 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. Agendas are posted 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 Governor Newsom's Executive Orders N-29-20 and N-33-20.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: May 21, 2020

SUBJECT: CITY WORKFORCE DIVERSITY REPORT

PURPOSE & RECOMMENDATION

To deliver the information as requested by the City Council at the May 17, 2020, City Council meeting.

BACKGROUND

Attached for the Council and public's information is a summary of the demographics of the City's workforce both before and after the recent layoffs.

FISCAL IMPACT

n/a

ATTACHMENTS

1. Citywide Demographics
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Citywide Employee Demographics Before / After Layoffs
May 12, 2020

	Workforce Demographics Before Layoffs		Demographics of Laid Off Staff		Workforce Demographics After Layoffs		Overall % Change
	#	%	#	%	#	%	
Hispanic	94	36.7%	2	15.4%	92	37.9%	1.1%
White	124	48.4%	9	69.2%	115	47.3%	-1.1%
Asian	15	5.9%	2	15.4%	13	5.3%	-0.5%
Hawaiian / Pac Islander	4	1.6%	0	0.0%	4	1.6%	0.1%
American Indian	1	0.4%	0	0.0%	1	0.4%	0.0%
Black	16	6.3%	0	0.0%	16	6.6%	0.3%
Two or more races	2	0.8%	0	0.0%	2	0.8%	0.0%
Total	256		13		243		
Male	155	60.5%	8	61.5%	147	60.5%	-0.1%
Female	101	39.5%	5	38.5%	96	39.5%	0.1%
Total	256		13		243		
Over 40	107	41.8%	9	69.2%	98	40.3%	-1.5%
Total	256		13		243		

City of Seaside
PROCLAMATION



National Public Works Week
May 17 – 23, 2020

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of this community; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

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

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

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association be it now,

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week May 17-23, 2020 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Ian N. Oglesby, Mayor
May 21, 2020



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

VIRTUAL ONLY

REGULAR MEETING
Council Chamber
Thursday, April 16, 2020
7:00 PM

1. CALL TO ORDER

The meeting was called to order at 7:00 PM.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Kispersky, Pacheco, Oglesby, Wizard
ABSENT: None

3. PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

No changes requested.

5. PUBLIC COMMENT

SPEAKERS: Peter Keiser, Franco Pacheco

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

8. CONSENT AGENDA

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved the Consent Agenda as presented.

RESULT: Approved

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard,

Alissa Kispersky

NOES:

None

A. APPROVAL OF MINUTES FROM APRIL 2, 2020 REGULAR MEETING

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. PROCLAMATION FOR ARBOR DAY

Action: Approved

D. ADOPT A RESOLUTION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH SAGE RENEWABLES FOR DESIGN REVISIONS FOR THE CITY HALL SOLAR CANOPY PROJECT FOR AN AMOUNT NOT TO EXCEED \$14,000 AND APPROVE \$14,000 DEDUCTIVE CHANGE ORDER WITH SANDBAR TO OFFSET REVISION COSTS

Action: Approved and adopted Resolution 20-18

E. AUTHORIZE AMENDMENT NUMBER ONE OF AN AGREEMENT BETWEEN COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES AGENCY, ESO SOLUTIONS AND THE CITY OF SEASIDE FOR ELECTRONIC EMERGENCY MEDICAL SERVICES DATA COLLECTION AND REPORTING TO THE STATE OF CALIFORNIA EXTENDING THE DATE TO MARCH 30, 2022.

Action: Approved and adopted Resolution 20-19

F. RESOLUTION TO APPROVE A POLICY TO DESIGNATE SHORT-TERM PARKING ON BROADWAY

Action: Approved & Adopted Resolution 20-20

Speaker: Walter Georis

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE REGARDING SHORT TERM RENTAL PROGRAM CHANGES

Assistant City Manager Milton introduced the proposed ordinance change based on direction given at the January 23 City Council Meeting. Direction included modifications to the application and approval process, eligibility, fees, allocation

of funding and cost recovery.

Additionally, staff proposed modifying the requirement of an annual inspections to an initial inspection and thereafter self certifications, unless any modifications were made to the property that required a permit. The Council discussed the draft ordinance, the inspection changes and impacts and opportunities if permits were to be expanded.

Public Comments on the item: Roelof Wijbrandus, Alex Miller, Dennis Volk, Jung-Ho Pak, Susan Bradley, Josh Ohanian

On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council passed to print the draft ordinance with the modification that inspections be required on initial application and thereafter every four years.

*RESULT: **Approved***

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard, Alissa Kispersky

NOES: None

B. INTRODUCTION OF AN ORDINANCE AMENDING THE SEASIDE MUNICIPAL CODE REPEALING SECTION 2.02.080 AND REPLACING IT WITH SECTIONS 2.02.080 AND 2.02.080a ADDRESSING THE AGENDA SETTING PROCESS

City Manager Malin introduced the draft ordinance which was the result of Council direction provided during the March 5, 2020 City Council Meeting.

The Council discussed the elements and the process of placing items on the agenda and ultimately agreed that the draft ordinance was consistent with their desires for the process.

PUBLIC COMMENT: None

On motion by Council Member Dave Pacheco and seconded by Council Member Wizard and passed by the following vote the City Council passed to print the draft ordinance as presented.

*RESULT: **Approved***

AYES: Ian Oglesby, Dave Pacheco, Jon Wizard, Alissa Kispersky

NOES: Jason Campbell

10. BUSINESS ITEMS

A. RECEIVE PRESENTATION OF THE JUNE 30, 2019 AUDIT REPORT, COMPREHENSIVE ANNUAL FINANCIAL REPORT AND THE GOVERNANCE LETTER AND ACCEPT AND FILE THE REPORTS

The City Council received the presentation regarding the City of Seaside's Comprehensive Annual Financial Report (CAFR) for the year-ended June 30, 2019. A representative from CliftonLarsen Allen presented the report. The Council received the report.

B. ADOPT RESOLUTION RATIFYING THE THIRD SUPPLEMENT TO PROCLAMATION OF LOCAL EMERGENCY

Action: Adopted Resolution 20-21

City Manager Malin presented the item explaining the fiscally challenging situation due to COVID-19 and the elements of the third supplement to the emergency proclamation. He detailed that the elements of this supplement being the expiration of administrative leave on May 4, that there will be a hiring freeze except for mission critical employees, that Deadlines are suspended for the public records act requests, deadline extensions for automatically approvals, business license renewals are delayed until 30 days post emergency, invoices will not be subject to late fees and enforcement of sleeping in vehicles is temporarily suspended at Roberts Lake parking lot. The City Manager answered questions from the Council.

On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council adopted resolution 20-21 as presented.

RESULT: ***Approved***

AYES: *Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard, Alissa Kispersky*

NOES: *None*

C. RECEIVE UPDATE ON CANNABIS BUSINESS OPERATIONS & REGULATIONS

Economic Development Director Overmeyer presented an update on the issued cannabis permits. He detailed the revenues, the compliance with the community benefit provision, identified that there have been no significant issues and then presented options to the Council for discussion and direction.

After robust discussion and consideration of the presented options, there was majority support by the Council of the following elements; onsite consumption, consideration of a cannabis Friendly Hotel, future land use development for R&D and testing, cultivation within dispensaries so long as the irrigation can be from a non potable water source and consideration of future dispensary licenses but only in the Campus Town area.

11. COUNCIL MEMBER REQUESTS

Council Member Campbell requested the Council consider generating a letter to be sent to open space managers to encourage access to open space.

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

13. ADJOURNMENT

On motion, the meeting was adjourned.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

VIRTUAL ONLY

SPECIAL MEETING
Council Chamber
Tuesday, April 28, 2020
5:30 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard
ABSENT: None

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

No comments received.

5. CLOSED SESSION

The City Council adjourned to Closed Session. There were no comments from the public on Closed Session items.

**A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE
54957.6 - CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Craig Malin, City Manager; Roberta Greathouse, Human Resources Director / Risk Manager; Kimberly Drabner, Finance Director; Donna Williamson, Labor Negotiator.
Employee Organizations: Seaside Firefighters' Association; Seaside Public Safety Managers' Association; Seaside Police Officers' Association; Seaside City Employees' Association; Seaside Managers and Supervisory Employees' Association; and the unrepresented employees (Confidential Employees, Department Directors, and Unclassified Employees)

6. ADJOURNMENT

The City Council reconvened to open session and there were no announcements.

On motion, the meeting was adjourned.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

VIRTUAL ONLY

SPECIAL MEETING
Council Chamber
Tuesday, May 5, 2020
5:30 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard
ABSENT: None

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

No comments received

5. CLOSED SESSION

**A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54957.6 -
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Craig Malin, City Manager; Roberta Greathouse, Human Resources Director / Risk Manager; Kimberly Drabner, Finance Director; Donna Williamson, Labor Negotiator.

Employee Organizations: Seaside Firefighters' Association; Seaside Public Safety Managers' Association; Seaside Police Officers' Association; Seaside City Employees' Association; Seaside Managers and Supervisory Employees' Association; and the unrepresented employees (Confidential Employees, Department Directors, and Unclassified Employees).

**B. PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE
PERFORMANCE EVALUATION**

Title: City Attorney, City Manager

6. ADJOURNMENT

The City Council reconvened to open session and there were no announcements.

On motion, the meeting was adjourned.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: May 21, 2020

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 25, 2020 through May 8, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending May 7, 2020. Total Accounts Payable and Payroll for the above referenced period is \$2,143,653.24.

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:

- \$975,940.52 for Payroll and benefits

- \$17,629.00 to Community Human Services for Cal VIP grant for period of 7/1/2019 - 3/31/2020 for providing youth in the City of Seaside with prevention and intervention services and strategies to prevent and decrease their involvement in gangs.
- \$14,784.21 to County of Monterey - Dept of Emergency Communications for Payment for FY2019/20 Quarter 4 - Next Generation (radio project) operations and maintenance fee.
- \$14,447.62 to Granite Construction Company for Prof. services related to the Seaside Pavement Rehabilitation Project. Work for various streets including Ord Grove. Service period through 3/31/2020.
- \$13,149.00 to League of California Cities for Membership dues for calendar year 2020.
- \$22,030.25 to Monterey County Convention & Visitor's Bureau for the fourth quarter of FY 19/20 (April-June) jurisdiction improvement investment.
- \$26,164.53 to Wallace Group for SCSD prof. services related to the Del Monte Sewer Replacement Project. \$13,283.28 for work through 3/31/2020. \$10,512.50 for repair work on the Laguna Grande water tank through 3/31/2020. \$2,368.75 for consulting services for the Cypress Subaru plan check.
- \$24,088.22 to Owen Equipment Company. \$19,100.65 for repair work done on Jetter truck #174, including replacing jet rodder pump with rebuilt exchange unit and replacing 4 of 4 check valves. \$5,844.87 for equipment, including 1 rodder line and 6 leader hoses.
- \$212,870.35 to Harris & Associates for \$183,057.85 for prof. services related to the Seaside Road Rehabilitation project from 2/23/2020-3/28/2020. \$12,895 for prof. services related to the SCSD lift station upgrades from 2/23/2020-3/28/2020. \$16,917.5 for SCSD Capital Improvement Project management services from 2/23/2020-3/28/2020.
- \$12,272.78 to Duke's Root Control, Inc. for Sewer maintenance work including 7,262 feet of 6" pipe for sewer root control.
- \$18,602.26 to United Site Services, Inc. for Fence rental for Gigling Rd. & 7th Ave. from 9/5/2019-3/18/2020, 2 station sink rentals from 3/18/2020-4/14/2020, 1 trailer kit rental from 2/21/2020-3/19/2020.
- \$59,115.60 to Axon Enterprises, Inc. for Year 3 payment of 5 year agreement for Seaside police body cameras and tasers.
- \$16,757.63 to E2 Consulting Engineers, Inc. for SCSD - prof. services related to the Seaside Lift Station Upgrades. Work done through 2/24/2020-3/29/2020 & 12/30/2019-1/24/2020.
- \$60,079.50 to Downtown Ford Sales for 2019 Ford F250 4x2 Supercab Pick-up truck for use in the Seaside Police animal control.
- \$12,000.00 to Koff & Associates for Professional recruitment services for finance director position including identification, targeting, and organizing of candidates,
- \$32,110.60 to Veterans Transition Center for CDBG payment for 2nd Quarter, FY2019/20 for operating expenses for structure renovations.
- \$50,856.75 to Kimley-Horn and Associates for Intersection Control Evaluation and corridor study services through 3/31/2020.

- \$18,801.59 to The Sohagi Law Group for Campus Town Center legal services during March 2020.
- \$14,245.22 to Norman A. Traub Associates LLC for Professional background investigation services for 8 potential job candidates.
- \$10,000.00 to The Seaside Cally Corp. for Award for 2020 CDBG business plan competition.

The remaining checks, totaling \$517,707.61 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.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: May 21, 2020

**SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR
THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE
QUARTER ENDING MARCH 31, 2020.**

PURPOSE & RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending March 31, 2020.

BACKGROUND

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

The March 31, 2020 report shows that approximately 92% of the portfolio is City of Seaside funds and 8% is Successor Agency Funds. 34% of the funds are invested the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. exhibit A, B, C - 2Q quarter ended 03-31-20
 2. LAIF Historical Interest Rates
 3. LAIF Program Description
 4. PMIA - LAIF Performance Report 20200415
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARCH 31, 2020**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 13,331,571.11
General Checking	Rabobank	Market	\$ 10,955,434.50
Money Market	Rabobank	Market	\$ 1,432,548.93
PARS Retirement Account	US Bank	Market	\$ 14,927.84
York Tail Claims	Bank of America	Market	\$ 35,492.94
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 1,043,654.60
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 10,918,114.71
Bond 2014 Reserve account	US Bank	Market	\$ 65.25
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 340,394.63
US Bank - PNC Equipment Lease Escrow Account	US Bank	Market	\$ 58.99
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 636,695.17
	Total		\$ 38,708,958.67

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

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

Respectfully submitted,

Craig Malin
City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARCH 31, 2020**

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	1.15%	13,331,571.11	34.44%	13,331,571.11
<u>Checking Account</u>				
Rabobank - General Checking	0.00%	10,955,434.50	28.30%	10,955,434.50
Rabobank - Money Market	0.04%	1,432,548.93	3.70%	1,432,548.93
PARS Retirement Account	0.50%	14,927.84	0.04%	14,927.84
Bank of America-York Checking	0.00%	35,492.94	0.09%	35,492.94
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.12%	1,043,654.60	2.70%	1,043,654.60
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.07%	10,918,114.71	28.21%	10,918,114.71
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	0.67%	65.25	0.00%	65.25
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.08%	340,394.63	0.88%	340,394.63
<u>US Bank - PNC Equipment Lease Escrow Account</u>	0.14%	58.99	0.00%	58.99
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	0.58%	636,695.17	1.64%	636,695.17
Total Cash and Investments		38,708,958.67	100.00%	38,708,958.67

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
DECEMBER 31, 2019 THROUGH MARCH 31, 2020**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 13,255,422.39			76,148.72	\$ 13,331,571.11
CHECKING ACCOUNT						
Rabobank - General Checking	OPEN	\$ 7,556,730.59	27,212,161.02	23,813,457.11		\$ 10,955,434.50
Rabobank - Payroll Checking	OPEN	\$ -	5,824,717.49	5,824,717.49		\$ -
Rabobank, Money Market	OPEN	\$ 15,693,723.71	-	14,262,904.69	1,729.91	\$ 1,432,548.93
PARS Retirement Account	OPEN	\$ 14,725.17	12,060.00	11,893.95	36.62	\$ 14,927.84
York Tail Claims	OPEN	\$ 34,877.91	15,594.98	14,979.95	-	\$ 35,492.94
BOND RESERVE ACCOUNT - HELD BY TRUSTEES						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 4,894,662.15	-	3,852,768.04	1,760.49	\$ 1,043,654.60
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 10,914,189.14	-	-	3,925.57	\$ 10,918,114.71
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 38,382.11	391.17	38,772.42	64.39	\$ 65.25
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 456,422.98	308.54	116,489.79	152.90	\$ 340,394.63
PNC Equipment Lease Escrow Account	OPEN	\$ 478,498.99	-	478,612.90	172.90	\$ 58.99
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 634,845.59	-	-	1,849.58	\$ 636,695.17
		\$ 53,972,480.73	33,065,233.20	48,414,596.34	85,841.08	\$ 38,708,958.67



California State Treasurer
Fiona Ma, CPA



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LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

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

	March	June	September	December
2020	2.03			



LOCAL AGENCY INVESTMENT FUND

Program Description

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

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

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

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

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

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

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

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

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

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



PMIA/LAIF Performance Report as of 04/15/20



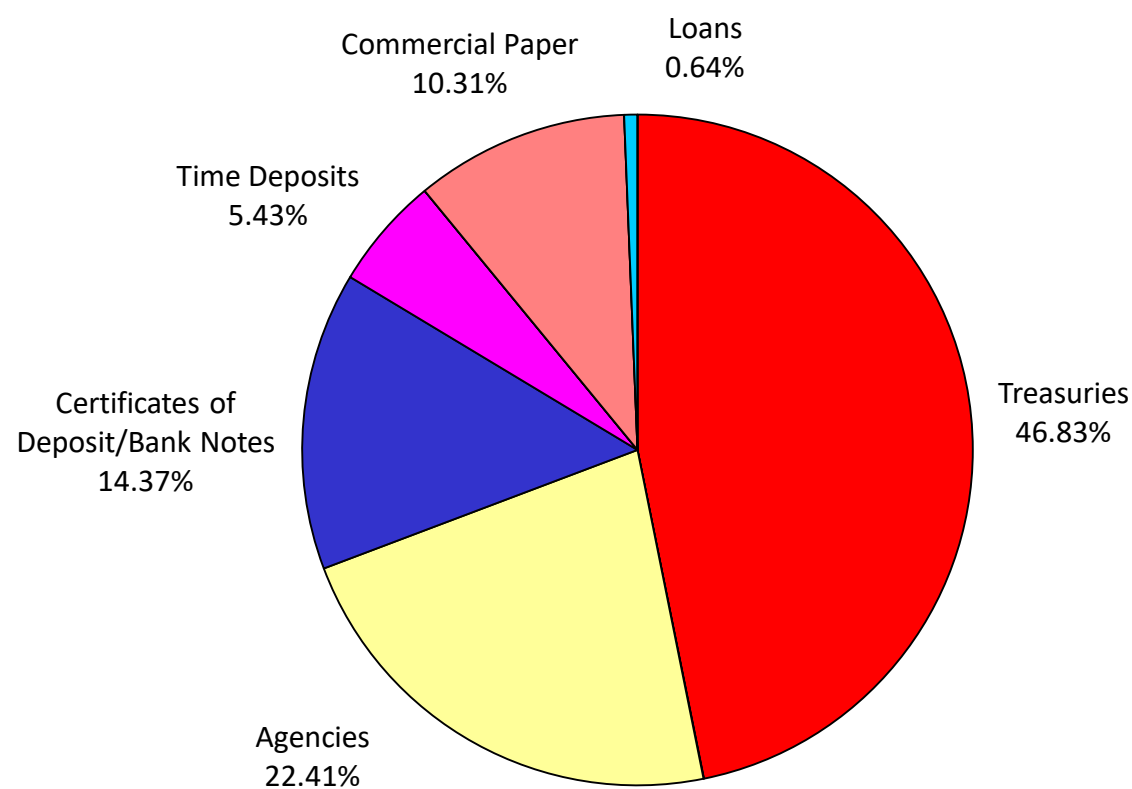
PMIA Average Monthly Effective Yields⁽¹⁾

Mar	1.787
Feb	1.912
Jan	1.967

LAIF Quarterly Performance Quarter Ended 03/31/20

Apportionment Rate ⁽²⁾ :	2.03
Earnings Ratio ⁽²⁾ :	0.00005535460693046
Fair Value Factor ⁽¹⁾ :	1.007481015
Daily ⁽¹⁾ :	1.73%
Quarter to Date ⁽¹⁾ :	1.89%
Average Life ⁽¹⁾ :	208

Pooled Money Investment Account Portfolio Composition ⁽¹⁾ 03/31/20 \$98.1billion



Percentages may not total 100% due to rounding

Daily rates are now available here. [View PMIA Daily Rates](#)

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: May 21, 2020

**SUBJECT: AUTHORIZE THE CITY MANAGER TO ACQUIRE COMMUNITY
BANNERS TO CONGRATULATE THE GRADUATING CLASS OF
2020**

PURPOSE & RECOMMENDATION

Authorization not to exceed \$1,000 to honor graduating students of the class of 2020.

BACKGROUND

Graduation is a right of passage that happens after a tremendous amount of hard work. This item is a request to design and install community banners in several prominent locations throughout Seaside to recognize and congratulate students of the class of 2020 on reaching this milestone.

FISCAL IMPACT

Not to exceed \$1,000.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: May 21, 2020

**SUBJECT: APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE
RECOMMENDATION FOR A STREETLIGHT AT THE
INTERSECTION OF TRINITY AND VIRGINIA.**

PURPOSE & RECOMMENDATION

Approve the Traffic Advisory Committee recommendations to install a streetlight with shield if needed, at the intersection of Trinity Avenue and Virginia Street

BACKGROUND

The purpose of this item is to have the City Council consider the Traffic Advisory Committee's recommendation for a new streetlight at the intersection of Trinity Avenue and Virginia Street.

Background

The 900-1000 block of Trinity Avenue is in the east-west direction and is situated between Fremont Boulevard and Terrace Street, approximately 1,330 feet long. There are three streetlights mounted on utility poles along the north side at 967 Trinity, 1017 Trinity and 1049 Trinity with the distance between each spaced at approximately 280 ft and 251 ft respectively. The request is to place a streetlight at the intersection of Trinity Avenue and Virginia Street. The nearest streetlight to the requested location is located on Fremont Boulevard, approximately 100 feet to the west and approximately 367 feet to the east at 967 Trinity.

Staff Analysis

The Engineering Standard (ST-20) identifies distances for the placement of streetlights. Streetlights should typically be spaced approximately 230 feet apart throughout a street block, with a shorter distance of 115 feet apart from a corner streetlight. Attachment 1 illustrates the distances between existing streetlights and the approximate distance of the requested streetlight.

Recommendation

The Traffic Advisory Committee recommends that a streetlight be placed at the intersection of Virginia St. and Trinity Ave. in order to better illuminate the intersection.

ENVIRONMENTAL REVIEW

Items 1:

These projects are exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consists of 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.

Evidence: The proposed projects would provide lighting which would not have impact on the expansion or modification of the existing roadway therefore there are no significant impacts associated with the installation of a streetlight, and the project is exempt of CEQA.

FISCAL IMPACT

The streetlight installation is estimated to cost \$1,300 payable to PG&E. The cost of the new streetlight will be funded from the streetlight maintenance account which has an available balance of \$100,890.

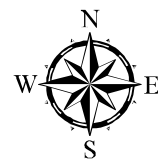
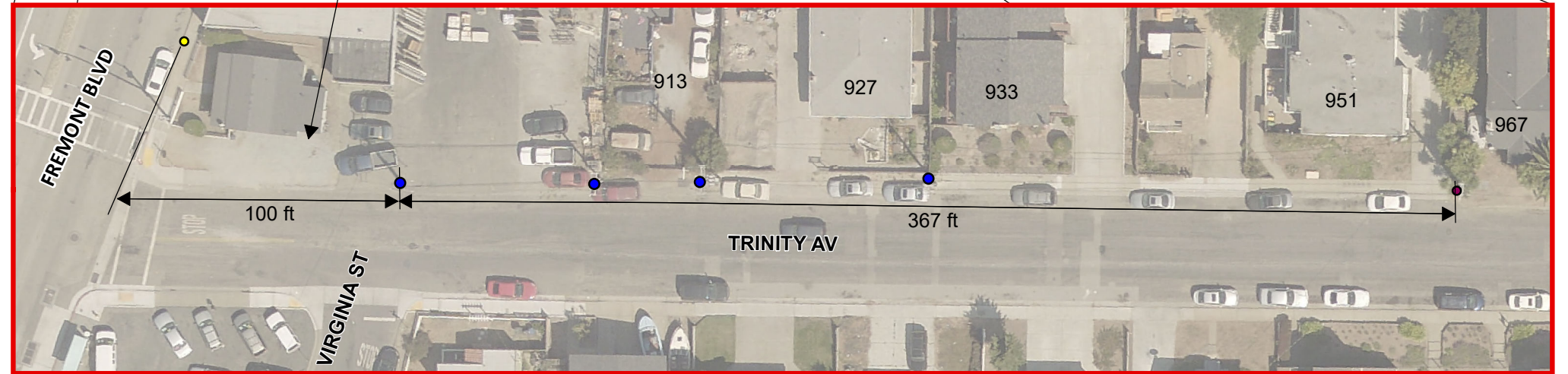
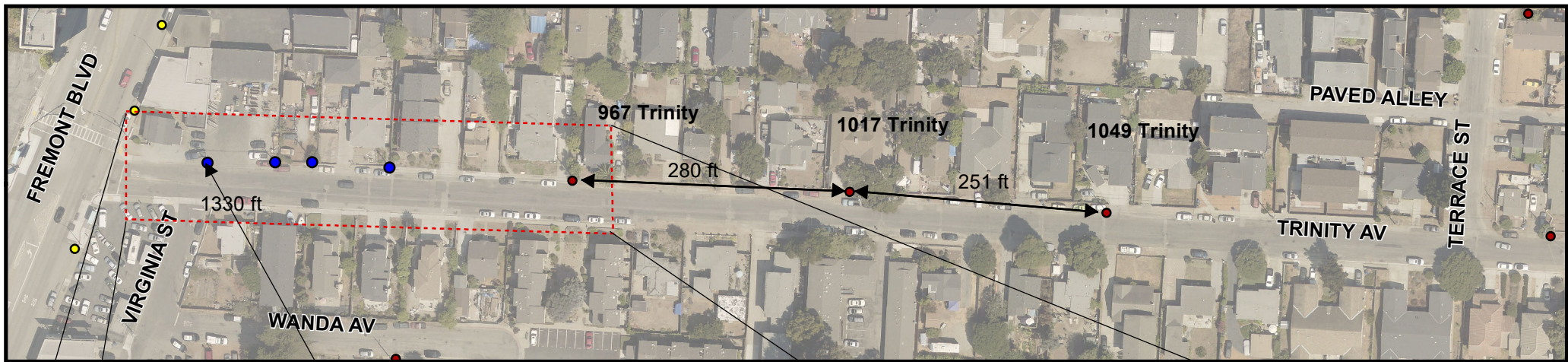
ATTACHMENTS

1. Item 1 - Aerial
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



Legend

- PG&E Streetlight
- Streetlight
- Utility Poles (no streetlights)

900-1000 Block of Trinity Avenue

May 21, 2020

Source: City of Seaside GIS, 2008



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Misty Bradshaw, Associate Engineer

DATE: May 21, 2020

SUBJECT: ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO TEICHERT CONSTRUCTION FOR THE PAVEMENT REHABILITATION PROJECT PHASE 3 FOR AN AMOUNT NOT TO EXCEED \$8,533,171 AND TOTAL PROJECT COST WITH 15% CONTINGENCY OF \$9,813,147.

PURPOSE & RECOMMENDATION

Award a construction contract to Teichert & Son, Inc. dba Teichert Construction (Teichert) for the Pavement Rehabilitation Project – Phase 3 for an amount not to exceed \$8,533,171, authorize a total project amount with 15% contingency for a total amount not to exceed \$9,813,147 and authorize the City Manager to execute the agreement.

BACKGROUND

Starting in 2018, two funding sources, Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the state became available to the City of Seaside dedicated to maintenance of transportation facilities. Prior to onset of COVID-19, these two revenue sources were estimated to contribute approximately \$1.5 million per year to the City of Seaside to be used for road and sidewalk maintenance projects.

The City Council held meetings on April 19, June 7, and July 10, of 2018 at which time programming of these funds for the proposed pavement improvements was determined. Based upon Council direction to focus on upgrading major streets, staff developed preferred treatment scenarios to improve the conditions of these roads maximizing the expenditure of Measure X and SB1 revenues. On November 1, 2018, City Council approved the Roadway Rehabilitation "Proposed Project List (Project List) for Measure X and SB1" (Reso 18-120).

The approved roadway segments from the Project List were divided into multiple phases of construction. Construction of Phase 1 was completed in early Fall of 2018 with construction of Phase 2 completed in Fall of 2019. Phase 3 pavement improvements include dig-outs, base repairs, crack sealing, minor concrete sidewalk and curb and gutter repair, curb ramp extensions, Hot Mix Asphalt Overlay, and a fiber reinforced micro-surface maintenance treatment on various arterial and collector roadways within the City. In addition, there were Additional Alternative Bid Schedules to include Full Depth Restoration on additional roadways and storm drain improvements.

The Pavement Rehabilitation Project - Phase 3 was advertised, and three bids were received and opened on May 6, 2020. The basis of award was the total of the base bid plus the alternates. The City reserved the right to award or not award any or all alternates. The basis of award bid results are listed below:

Contractor	Total
Monterey Peninsula Engineering	\$10,329,385.70
Granite Construction	\$9,798,798.00
Teichert Construction	\$8,991,526.00

Bid Evaluations

The Bids were reviewed by the city's design consultant and city staff and the following irregularities were noted:

1. Bid Bond: Granite's bid document does not specifically state that the bid bond is for 10%
2. Sample Contract: Teichert did not provide signature and Granite did not fill in mailing address or their contractor name.

The bid documents specifically allow the city to waive minor irregularities in the bid forms submitted by the contractors. In the court case *Menefee v. County of Fresno (1985) 163 Cal.App.3d 1175*, the courts ruled that the absence of a signature on a bid form was a waivable procedural defect. Therefore, the City may choose to waive the Sample Contract signature irregularity noted above.

Teichert Construction is the apparent low bidder at \$8,991,526. Staff reviewed Teichert's bid and determined, outside of the minor signature irregularity, that the bid is responsive and that the bidder's qualifications and experience levels, and that of their subcontractors, are satisfactory to perform all work within the project scope. Staff evaluated the Alternative Bid Schedules A through E against available funding sources. It was determined it would be prudent at this time to award only Alternative Bid Schedules A, B, and C and to not award Alternative Bid Schedule D and E. Alternative Bid Schedules D and E consist of storm drain upgrades which the City cannot fund at this time. The total cost of the Base Bid plus Alternative A, B and C is \$8,533,171.

In addition to Measure X Bond, and Measure X and SB1 funds, the City received Grant funds from the Transportation Agency for Monterey County (TAMC) from their Safer Streets Pilot Program in the amount of \$200,000 to construct pedestrian safety improvements at locations within school zones. These qualifying locations are at Kimball Ave at Wheeler St.; Yosemite St. at Mingo Ave. and at Westminster Ct.; and at Noche Buena St. at Broadway Ave. and along La Salle Ave. The City also entered into an agreement with Seaside County Sanitation District (SCSD) to be reimbursed for upgrades to the Sanitary Sewer System at the intersection of Fremont Blvd. and Broadway Ave., for the actual quantities installed based on the bid unit prices awarded.

It is recommended to adopt resolution, approving the plans and authorizing the City Manager to execute a construction contract with Teichert Construction to complete the Base Bid and Alternative A through C for the Pavement Rehabilitation Project - Phase 3 for an amount not to exceed \$8,533,171. A 15% contingency is appropriate for a construction project of this size and complexity. It is further recommended to authorize the City Manager to execute up to an additional 15% contingency for written amendments to the construction contract outlined above such that the full value of the contract may not exceed \$9,813,147.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence: The propose project would consist of pavement rehabilitation which would not result in an expansion or significant modification of the existing roadway and sidewalk. Therefore there are no significant associated with the Pavement Rehabilitation Project Phase 3.

FISCAL IMPACT

There is no impact to the General Fund for this project. The project will be funded from Measure X Bond and Measure X and SB1 on going revenues in addition to TAMC Safer

School grant and SCSD for sewer improvements.

ATTACHMENTS

1. Resolution Construction Award
 2. Teichert_Contract
 3. Plans https://www.ci.seaside.ca.us/DocumentCenter/View/11044/01_Bid-Set-Plans-Phase-3-Seaside-Pavement-Rehab-
 4. Specs Book1
https://www.ci.seaside.ca.us/DocumentCenter/View/11045/02_Revised-Bid-Set-2020-Seaside-Specs-Book1
 5. Addendum No. 1 -2020.04.10
<https://www.ci.seaside.ca.us/DocumentCenter/View/11043/Addendum-No-1--200410>
 6. Addendum No. 2 - 2020.04.22
<https://www.ci.seaside.ca.us/DocumentCenter/View/11042/Addendum-No-2---200422UPDATED>
 7. Addendum No. 3 -2020.04.29
<https://www.ci.seaside.ca.us/DocumentCenter/View/11040/Addendum-No-3--20200429>
 8. TEICHERT Bid Results
<https://www.ci.seaside.ca.us/DocumentCenter/View/11041/TEICHERT>
-

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 TEICHERT CONSTRUCTION
FOR THE PAVEMENT REHABILITATION PROJECT – PHASE 3 FOR AN AMOUNT
NOT TO EXCEED \$ \$8,533,171 AND A TOTAL AUTHORIZED COST WITH 15%
CONTINGENCY OF \$ \$9,813,147.**

WHEREAS, The City of Seaside owns and maintains public roadways within the city limits; and

WHEREAS, the passage of Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the State of California have made available an estimated \$1.5 million per year to the City of Seaside for improvements to the pavement networks; and

WHEREAS, the City Council approved the issuance of a bond of approximately \$10 Million for the design and construction of road improvements using the Measure X revenues; and

WHEREAS, on November 1, 2018 the City approved the Roadway Rehabilitation Projects List titled "Proposed Project List for Measure X and SB1" (Resolution 18-120); and

WHEREAS, on December 4, 2019 the Transportation Agency for Monterey County (TAMC) awarded the City \$200,000 from the Safe Streets Pilot Program (SSPP) for the construction of intersection safety improvements through school zones; and

WHEREAS Phase 3 of the Roadway Rehabilitation Projects was put out to bid and advertised on April 1, 2020 and an optional virtual pre bid meeting was held on April 15, 2020 in which several contractors called in to the conference and were in attendance; and

WHEREAS the project bid documents included five Add Alternate Bid Schedules for the City to award, or not award, at their discretion in addition to the Base Bid Schedule; and

WHEREAS on May 6, 2020, three bids were received at a public bid opening; and

WHEREAS, the City recognizes the Bid from Teichert Construction, included minor irregularities relating to signatures, and hereby waives such minor irregularities; and

WHEREAS, Teichert Construction was the lowest responsive bidder and has successfully completed similar projects; and

WHEREAS, following review of the alternate bid schedules and the available funding sources, Alternate Bid Schedules A, B and C will be included in the Construction Contract Award; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301.c, "Existing Facilities" the following actions are categorically exempt from the California Environmental Quality Act (CEQA);

"Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)".

NOW, THEREFORE BE IT RESOLVED, City Council of the City of Seaside approves the plans, waived bid minor regularities, and authorizes the City Manager to execute a construction contract to Teichert Construction for the Base Bid and Alternate Bid Schedules A, B, and C for the Pavement Rehabilitation Project - Phase 3, for an amount not to exceed Eight Million Five Hundred Thirty Three Thousand One Hundred Seventy One Dollars (\$8,533,171), and to authorize Finance Director to make the necessary budget adjustments to allocate funds from Measure X Bond, Measure X and SB1 revenues to facilitate the project; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the acceptance of TAMC Grant revenue from the SSPP for an amount not to exceed \$200,000 to be applied to the Pavement Rehabilitation Project – Phase 3; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager, to execute up to an additional 15% contingency for written amendments to the construction contract outlined above such that the full value of the contract may not exceed \$9,813,147.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of May 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



CITY OF SEASIDE CONSTRUCTION BID CONTRACT PAVEMENT REHABILITATION PROJECT PHASE 3

This Agreement, made and concluded in duplicate this _____ day of _____, between the CITY OF SEASIDE, herein referred to as "City", and TEICHERT & SONS INC. dba TEICHERT CONSTRUCTION, 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 Pavement Rehabilitation Project Phase 3, dated April 1, 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 No.	Item Description	Unit	Base Bid Est. Qty	Alt A Est. Qty	Alt B Est. Qty	Alt C Est. Qty	Total Qty	Unit Cost	Total Cost
1	Mobilization	LS	1	0	0	0	1	\$290,310.00	\$290,310.00
2	Traffic Control System	LS	1	0	0	0	1	\$410,000.00	\$410,000.00
3	Water Pollution Control	LS	1	0	0	0	1	\$38,000.00	\$38,000.00
4	CPM Schedule	LS	1	0	0	0	1	\$5,000.00	\$5,000.00
5	Lead Compliance Plan	LS	1	0	0	0	1	\$5,000.00	\$5,000.00
6	Trench Sheet piling, Shoring, and Bracing	LS	1	0	0	0	1	\$38,000.00	\$38,000.00
7	Wedge Grind and Conform Grind (8 ft wide)	SQYD	11,129	1,653	1,200	902	14,884	\$2.00	\$29,768.00
8	Base Failure Repair	TON	4,734	0	0	0	4,734	\$200.00	\$946,800.00
9	Leveling Course (0.5 inch)	TON	1,360	203	137	101	1,801	\$175.00	\$315,175.00
10	Hot Mix Asphalt (Type A)-Overlay	TON	4,945	3,250	2,186	1,619	12,000	\$140.00	\$1,680,000.00
11	Hot Mix Asphalt (Type A)-Full Depth HMA	TON	4,261	108	92	0	4,461	\$145.00	\$646,845.00
12	Grind and Removal of Existing Roadway	CY	2,222	53	45	0	2,320	\$48.00	\$111,360.00
13	Unsuitable Subgrade	CY	70	10	10	10	100	\$200.00	\$20,000.00
14	Microsurface Maintenance Treatment	SY	118,516	0	0	0	118,516	\$2.50	\$296,290.00
15	Crack Seal	LF	71,895	0	0	0	71,895	\$2.00	\$143,790.00
16	Full Depth Reclamation (FDR)	SY	0	7,222	4,857	3,597	15,676	\$13.00	\$203,788.00
17	Cement Content for Full Depth Reclamation	TON	0	190	170	100	460	\$260.00	\$119,600.00
18	Remove Concrete (Final Pay)	SF	30,125	7,805	5,460	705	44,095	\$4.00	\$176,380.00
19	Minor Concrete (Type A2-6 Curb and Gutter)- (Final Pay)	LF	6,143	1,380	775	100	8,398	\$57.00	\$478,686.00
20	Minor Concrete (Sidewalk and Bulb-Outs)-(Final Pay)	SF	13,010	6,450	2,635	460	22,555	\$12.00	\$270,660.00
21	Minor Concrete (6" Thick Concrete at Curb Ramp and Driveways)-(Final Pay)	SF	14,680	2,305	1,905	170	19,060	\$16.00	\$304,960.00
22	Minor Concrete - Valley Gutter-(Final Pay)	SF	8,075	1,455	1,750	0	11,280	\$19.00	\$214,320.00
23	Detectable Warning Surface	SF	1,660	340	240	40	2,280	\$32.00	\$72,960.00
24	Construct 15-inch Diameter Storm Drain Pipe	LF	277	17	17	0	311	\$280.00	\$87,080.00
25	Construct 24-inch Diameter Storm Drain Pipe	LF	105	0	0	0	105	\$310.00	\$32,550.00
26	Construct 30-inch Diameter Storm Drain Pipe	LF	0	0	0	0	0	\$330.00	\$0.00
27	Construct 36-inch Diameter Storm Drain Pipe	LF	0	0	0	0	0	\$440.00	\$0.00
28	Construct New Storm Drain Manhole per City Standard S-401	EA	3	1	0	0	4	\$7,800.00	\$31,200.00
29	Construct New Catch Basin	EA	10	1	1	0	12	\$4,600.00	\$55,200.00

Item No.	Item Description	Unit	Base Bid Est. Qty	Alt A Est. Qty	Alt B Est. Qty	Alt C Est. Qty	Total Qty	Unit Cost	Total Cost
30	Remove 15-inch Diameter Storm Drain Pipe	LF	60	25	15	0	100	\$125.00	\$12,500.00
31	Remove 18-inch Diameter Storm Drain Pipe	LF	0	0	0	0	0	\$30.00	\$0.00
32	Remove 30-nch Diameter Storm Drain Pipe	LF	0	0	0	0	0	\$15.00	\$0.00
33	Remove Existing Storm Drain Catch Basin	EA	7	1	1	0	9	\$1,300.00	\$11,700.00
34	Remove Existing Storm Drain Manhole	EA	2	0	0	0	2	\$1,500.00	\$3,000.00
35	Connect New Storm Drain Pipe to Existing Manhole	EA	4	0	1	0	5	\$1,000.00	\$5,000.00
36	Plug and Abandon Existing Storm Drain Pipe	EA	12	0	0	0	12	\$1,200.00	\$14,400.00
37	Cap Sanitary Sewer Pipe	EA	1	0	0	0	1	\$200.00	\$200.00
38	Construct 15-inch Diameter Sanitary Sewer Pipe (PVC)	LF	93	0	0	0	93	\$460.00	\$42,780.00
39	Connect New 15-inch Diameter Sanitary Sewer Pipe to Existing 15-inch Diameter Sewer Pipe	EA	1	0	0	0	1	\$1,500.00	\$1,500.00
40	Adjust Monument Cover to Grade	EA	20	4	1	0	25	\$2,400.00	\$60,000.00
41	Adjust Storm Drain Manhole Cover to Grade (SDMH)	EA	26	1	5	0	32	\$1,600.00	\$51,200.00
42	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	34	3	4	2	43	\$1,600.00	\$68,800.00
43	Adjust Gas Valve Cover to Grade (GV)	EA	11	0	1	0	12	\$1,100.00	\$13,200.00
44	Adjust Water Valve Cover to Grade (WV)	EA	109	15	14	4	142	\$1,100.00	\$156,200.00
45	Adjust Sewer Cleanout Cover to Grade (SSCO)	EA	17	2	0	0	19	\$1,100.00	\$20,900.00
46	Adjust Telephone Box Cover to Grade	EA	24	0	1	0	25	\$1,500.00	\$37,500.00
47	Adjust Electrical Vault Cover to Grade	EA	39	1	0	0	40	\$1,200.00	\$48,000.00
48	Relocate Fire Hydrant	EA	3	0	2	0	5	\$9,400.00	\$47,000.00
49	Relocate Water Valve (WV)	EA	24	2	4	0	30	\$2,100.00	\$63,000.00
50	Relocate Roadside Sign	EA	80	11	6	0	97	\$265.00	\$25,705.00
51	Relocate Bus Stop Bench	EA	2	0	0	0	2	\$1,100.00	\$2,200.00
52	Thermoplastic Traffic Stripe - Detail 2	LF	10,223	1,000	1,052	1,000	13,275	\$1.00	\$13,275.00
53	Thermoplastic Traffic Stripe - Detail 9	LF	22,623	0	0	0	22,623	\$1.00	\$22,623.00
54	Thermoplastic Traffic Stripe - Detail 12	LF	3,002	0	0	0	3,002	\$1.00	\$3,002.00
55	Thermoplastic Traffic Stripe - Detail 22	LF	7,058	584	69	0	7,711	\$2.00	\$15,422.00
56	Thermoplastic Traffic Stripe - Detail 25A	LF	240	0	0	0	240	\$2.00	\$480.00
57	Thermoplastic Traffic Stripe - Detail 27B	LF	198	0	0	0	198	\$1.00	\$198.00

Item No.	Item Description	Unit	Base Bid Est. Qty	Alt A Est. Qty	Alt B Est. Qty	Alt C Est. Qty	Total Qty	Unit Cost	Total Cost
58	Thermoplastic Traffic Stripe - Detail 38	LF	7,364	0	73	0	7,437	\$2.00	\$14,874.00
59	Thermoplastic Traffic Stripe - Detail 40	LF	100	0	0	0	100	\$1.00	\$100.00
60	Pavement Marking (White)	SF	29,944	1,652	498	117	32,211	\$5.00	\$161,055.00
61	Pavement Marking (Yellow)	SF	4,230	1,094	0	0	5,324	\$5.00	\$26,620.00
62	Pavement Marker - Blue Reflective Marker	EA	53	3	1	0	57	\$25.00	\$1,425.00
63	Traffic Sign	EA	6	0	0	0	6	\$365.00	\$2,190.00
64	Delineators	EA	16	0	0	0	16	\$120.00	\$1,920.00
65	Remove Detector Loops	EA	143	0	8	0	151	\$80.00	\$12,080.00
66	Video/Radar Hybrid Signal Detection Camera	EA	28	0	3	0	31	\$16,500.00	\$511,500.00
67	Rapid Flashing Beacon Assembly	EA	0	2	0	0	2	\$14,000.00	\$28,000.00
68	Pedestrian Push Button	EA	11	0	0	0	11	\$900.00	\$9,900.00
Total: Base Bid + Alts A + Alts B + Alts C									\$8,533,171.00

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

TEICHERT & SONS INC.
Francis Johnson, Vice President
5200 Franklin Dr., Suite 115
Pleasanton, CA 94588

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: _____
Francis Johnson, Vice President

Date

Date
Licensed in accordance with an act providing
for the registration of Contractors.
License No. 8



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Misty Bradshaw, Associate Engineer

DATE: May 21, 2020

SUBJECT: ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR PAVEMENT DESIGN SERVICES TO INCLUDE DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR AN AMOUNT OF \$485,495 AND A TOTAL NOT TO EXCEED AMOUNT WITH A 15% CONTINGENCY OF \$558,319.

PURPOSE & RECOMMENDATION

Execute a contract amendment to the professional services agreement with Harris & Associates (Harris) to include design services during construction, construction management, and inspection services for the Pavement Rehabilitation Project – Phase 3 to supplement City Staff Construction Management and inspection duties for an amount not to exceed \$485,495 and a total amendment amount with contingency of \$558,319 and authorize the City Manager to execute the amendment.

BACKGROUND

On July 23, 2018 the City issued a formal Request for Proposal (RFP) to provide Pavement Design and Construction Management Services for the preparation of design and construction bid document, construction inspection and testing and overall construction management services for the Roadway Rehabilitation Project.

The City Council, on a regularly scheduled meeting on November 1, 2018, awarded a professional services agreement to Harris & Associates for the design of roadway improvements. Due to the complexity of the project, and to control costs, staff initially negotiated only the design contract portion of the project, with the recommendation of awarding an amendment for design services during construction, construction management and inspection services, at the same time the associated construction project was awarded. Awarding the professional services for construction management at this time allows staff to control costs by reducing the unknowns and uncertainties that existed at the beginning of the project. Harris was awarded Amendment #2 on August 1, 2019 for the design services during construction and the construction management and inspection services for the Phase 2 portion of the Pavement Rehabilitation Project.

City Staff will be performing the primary Construction Management for the Project and will provide inspection services during the construction of the Phase 3 improvements. Due to the size and complexity of the project and the skills required to perform specific inspections, City Staff will require additional inspection support from Harris to provide inspection of the full extent of the project scope.

Harris submitted a proposal, dated May 8, 2020 for the Design Support Services during construction, materials testing, and an additional inspector for the Roadway Rehabilitation Phase 3 Project as an amendment to the original Pavement Design Services agreement in order to supplement the City's Construction Management efforts. Staff reviewed the proposal and determined the scope to be in conformance to the requirements of the original contract and the original RFP, and recommends Council award Amendment #3 and authorize the city manager to execute the amendment.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301.c, "Existing Facilities" the following actions are categorically exempt;

"Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)."

FISCAL IMPACT

There is no fiscal impact to the General Fund. Amendment #3 to the PSA with Harris & Associates for Design Services During Construction, Construction Management and Inspection Services will be funded from the Measure X Bond, Measure X and SB1 on-going revenues.

ATTACHMENTS

1. Resolution Harris Amendment #3
 2. Draft Amendment 3
 3. Harris May 8th Proposal
-

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 CONTRACT AMENDMENT #3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES PAVEMENT DESIGN SERVICES CONTRACT TO INCLUDE DESIGN SERVICES DURING CONSTRUCTION AND INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$485,495 AND A TOTAL NOT TO EXCEED AMOUNT WITH A 15% CONTINGENCY OF \$558,319.

WHEREAS, The City of Seaside owns and maintains some of the public roadways within the city limits; and

WHEREAS, on November 1, 2018, Council Awarded the contract for the Design Services for the Pavement Rehabilitation Project to Harris & Associates; and

WHEREAS, the design services during construction, construction management and inspection services was not awarded with the original contract with the intention to award in conjunction with each construction phase in order to control costs; and

WHEREAS, Harris & Associates submitted a proposal dated May 8, 2020 to provide design services during construction, construction management, and inspection services during construction of the Phase 3 Project; and

WHEREAS, staff determined that Harris & Associates is qualified to perform the design services during construction and inspection services for the Phase 3 Project Improvements; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301.c, "Existing Facilities" the following actions are categorically exempt from the California Environmental Quality Act (CEQA);

"Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)", and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute Contract Amendment No. 3, attached hereto, to the professional services agreement with Harris & Associates for an amount not to exceed Four Hundred Eight Five Thousand Four Hundred Ninety Five Dollars (\$485,495) for design services during construction, construction management, and inspection services for the Pavement Rehabilitation Project Phase 3; and authorizes the Finance Director to make the necessary budget adjustments to the budget to facilitate this project; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager, to execute up to an additional 15% contingency for written amendments to the professional services contract such that the full value of the contract amendment outlined above may not exceed \$558,319.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of May 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

Date: May 12, 2020

Change Requested by: X City/District Consultant

Contract Date

 11/2/2018

Project Name

 Pavement Design Services

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

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

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

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

Consultant shall perform the tasks described and set forth in Exhibit A, A1, A2, and A3, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit E, A1, A2, and A3.

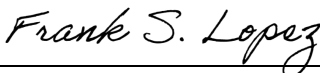
MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit E, A1, A2, and A3 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$1,058,180	\$229,330	\$485,495	\$1,773,005
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
44 Months	June, 30, 2022	1,337	June, 30, 2022

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Scott Ottmar Acting City Engineer	May 12, 2020
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank S. Lopez Director, Engineering Services	May 13, 2020
Signature	Name and Title	Date



May 8, 2020

Misty Bradshaw, PE
Associate Engineer
City of Seaside

Construction Inspection and Design Support Services for the Seaside Roadway Rehabilitation Package 2

Dear Mrs. Bradshaw:

We appreciate the opportunity to provide Construction Inspection and Design Support Services for the City of Seaside Roadway Rehabilitation Package 2. Harris & Associates (Harris) recently completed the Contract Documents for this project and now ready to assist the City during the construction and post construction phases by providing design services during construction and construction inspection services.

PROJECT UNDERSTANDING

The project consists of rehabilitating existing pavement, curb ramps and utilities for portions of Del Monte Blvd., Fremont Blvd., Noche Buena Street, Boradway Avenue, La Salle Avenue, Playa Avenue and Military Avenue. In addition, the overall project will include re-striping of all streets scheduled for rehabilitation.

SCOPE OF SERVICES

Task Description	Our Approach	Deliverables
1.0 Project Administration		
1.1 Project Coordination and Meetings	We will meet with the City on a regular basis to discuss and coordinate matters concerning construction. This task also includes project oversight and invoice preparation.	N/A

Task Description	Our Approach	Deliverables
2.0 Design Services During Construction		
2.1 Preconstruction Meeting	Design team members will attend the preconstruction meeting scheduled by the City.	N/A
2.2 Review Shop Drawings and Contractor Submittals	Design team members will review all contractor submittals, provide comments, and make recommendations to the City.	Written review/evaluation of submittals.
2.3 Change Order Assistance	If required, the design team will provide the City with the necessary documentation for change order processing.	Written response with direction and/or recommendations
2.4 Field Visits	The design team will make necessary site visits during construction to discuss any required revisions to design, to inspect the construction, and to provide punch list items (2 field visits budgeted)	Meeting notes, design revisions, if necessary.
2.5 Answer Contractor RFIs and CM Questions	The design team will respond to questions and RFIs as they come up during the construction phase of the project.	Written responses to questions.
2.6 Prepare Record Drawings	After construction is completed, Harris will revise the project plans based on Construction Management and Contractor markups and provide record drawings in PDF and Auto CAD format, as well as hard copies to the City.	Bond or Mylar and electronic copies of Record Drawings.
3.0 Construction Management		
3.1 Preconstruction	Construction management team members will conduct the preconstruction meeting to coordinate with the selected contractor.	Meeting notes.
3.2 Construction Guidance and Inspection Services	Harris will provide guidance to the City's Construction Manager including documentation of construction progress, daily quality control inspection and measurement and tracking of quantities of work completed, and coordination of Materials Testing.	Daily diaries, quantity records, materials testing information.

Task Description	Our Approach	Deliverables
	It is important to note that the City will provide a Construction Manager, Construction Inspector and Construction Admin. Harris will provide one Inspector and Construction Management guidance.	
3.3 Materials Testing	Pacific Crest Engineering will provide Materials Testing pursuant to the City's Quality Assurance Plan. Refer to their attached proposal.	Observation Report and Testing Data
3.4 Project Closeout	Assist with the completion of As-built drawings and final Pay Estimate.	As-Built drawings.

PROPOSED FEES

Our level of effort is based on the construction schedule of **165 working days** and will be provided on an "hourly not-to-exceed" basis as shown in the attached Exhibit A.

We are excited to manage this improvement for the City. We thank you for entrusting Harris to deliver for you and the Community of Seaside.

Sincerely,
Harris & Associates, Inc.



Steve Winchester
Division President
(925) 708-1237 ■ Steve.Winchester@WeAreHarris.com

Harris & Associates, Inc



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

Enclosure:
Exhibit A & B – Harris Fee Estimate
Exhibit C – Pacific Crest Proposal

Exhibit A3

LEVEL OF EFFORT - EXHIBIT A

HARRIS ASSOCIATES

CITY OF SEASIDE ROADWAY REHABILITATION PACKAGE 2 DESIGN SERVICES DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT

TASK, PHASE, DESCRIPTION	STAFF	Project	Project	Design	TOTALS
		Director/Manager F Lopez HOURS	Engineer C Mercado HOURS	Engineer H Whelan HOURS	
DESIGN SERVICES DURING CONSTRUCTION (DSDC) AND CONSTRUCTION MANAGEMENT					
1.0 PROJECT ADMINISTRATION					
1.1 Project Coordination and Meetings		60	40		
SUBTOTAL HOURS		60	40	0	100
SUBTOTAL DOLLARS		\$15,600	\$6,200	\$0	\$21,800
2.0 DESIGN SERVICES DURING CONSTRUCTION					
2.1 Pre Construction Meeting		4	6		
Review Shop Drawings/Contractor Submittals (Assumed 20					
2.2 Submittals)		16	40	60	
2.3 Change Order Assistance (5 Change orders assumed)		12	40	8	
2.4 Meetings/Site Visits (4 budgeted)		16	16		
2.5 Design Clarifications and RFI Responses (Assumed 20 RFIs)		12	40	60	
2.6 Prepare Record Drawings		12	32	60	
SUBTOTAL HOURS		72	174	188	434
SUBTOTAL DOLLARS		\$18,720	\$26,970	\$25,380	\$71,070
HARRIS DESIGN HOURS AND COST					
HOURS PER POSITION		132	214	188	
HOURLY RATE (TYPICAL)		\$260	\$155	\$135	
3.0 CONSTRUCTION MANAGEMENT					
3.1 Pre Construction	Refer to Construction Management Cost of Services Worksheet (Exhibit B)				\$21,280
3.2 Construction Management and Inspection Services					\$279,864
3.3 Project Closeout					\$12,000
SUBTOTAL DOLLARS					\$313,144
A. SUBCONSULTANT COST - FIRM	ROLE	CODE	FEE		
Pacific Crest Engineering	Materials Testing	PCE	66,553		
SUBCONSULTANT TOTAL COST:					\$66,553
SUBCONSULTANT MARK-UP (5%)					\$3,328
OTHER DIRECT COSTS					\$9,600
TOTAL COST (NOT TO EXCEED):					Total: \$485,495

ASSUMPTIONS:

- Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
- The number of budgeted meetings and site visit will not exceed the numbers indicated in the above spreadsheet.
- The number of budgeted submittal reviews and RFI Responses will not exceed the numbers shown in the above spreadsheet.
- Refer to Exhibit B for level of effort and assumptions for Construction Management and Inspection Services.

EXHIBIT B**CITY OF SEASIDE ROADWAY REHABILITATION PACKAGE 2****Construction Management Cost of Services Worksheet**

Project Schedule		2020								2021	
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Calendar days		31	30	31	31	30	31	30	31	31	28
Work days		20	22	23	21	21	22	19	22	19	19
Hrs		160	176	184	168	168	176	152	176	152	152
Bid/Award Phase											
Preconstruction											
Construction Phase											
Closeout											

Staffing			
CM	Inspector (PW)	Inspector (non-PW)	Admin
Rate	\$200	\$187	\$150
Hours	191	1352	112
Costs	\$38,240	\$252,824	\$16,800

Task	Hours											Total Fee
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
Preconstruction												
CM	40	16										\$11,200.00
Inspector (non-Prevailing Wage)	32											\$4,800.00
CM Admin/Document Control	24	24										\$5,280.00
Preconstruction Subtotal												\$21,280.00
Construction												
CM (Guidance Only)		18	18	17	17	18	15	18	15		\$27,040.00	
Inspector (Prevailing Wage)		176	184	168	168	176	152	176	152		\$252,824.00	
Construction Subtotal												\$279,864.00
Close-out												
Inspector (Non-Prevailing Wage)											80	\$12,000.00
Close-out Subtotal												\$12,000.00
	TOTALS =	96	234	202	185	185	194	167	194	167	80	\$313,144.00

Other Direct Costs												
ODC's (vehicles)												\$9,600.00
Total ODC's												\$9,600.00
Total Estimated Fee												\$322,744.00

Note 1: This estimate is based on a construction schedule of 165 work days, with construction starting in June 2020

Note 2: This estimate is based on 4hrs per week for CM and 40hrs per week for one Inspector

Note 3: Should actual schedule require more or less construction management services than proposed, adjustments to this estimate will be required.

Note 4: Overtime, weather, holidays and potential time extensions or delays will result in additional construction management efforts.

Note 5: Desk space provided by contractor/City - includes copier & WiFi access



April 30, 2020

Proposal No. 20-056

Mr. Frank Lopez, PE
 Senior Director of Engineering Services
 Harris & Associates
 450 Lincoln Avenue, Suite 103
 Salinas, CA 93901

Subject: **Opinion of Probable Cost – Material Testing Services**
 Seaside Pavement Rehabilitation – Phase 3
 Seaside, California

Dear Mr. Lopez,

Pacific Crest Engineering Inc. (PCE) is pleased to provide you with an Opinion of Probable Cost proposal for material testing services in conjunction with the Seaside Pavement Rehabilitation Phase 3 project in Seaside, California. Our services will be performed on a time and materials basis in accordance with our 2020 Schedule of Fees for prevailing wage projects (enclosed).

INTRODUCTION

Based on our discussions with you and a cursory review of the project plans and specifications, it is our understanding that the project requires a qualified testing firm to provide materials testing services for soil, aggregate, Full Depth Reclamation (FDR) Hot Mix Asphalt (HMA) and concrete in support of the City's Quality Assurance Plan. It is anticipated that the construction process will take approximately 165 working days with completion in late-December 2020, and will include improvements to approximately 6.33 miles of roadway as outlined below:

- **Fremont Boulevard:** Between Canyon Del Ray Boulevard and Monterey Road (approx. 1.82 miles)
- **Kimball Avenue:** Between Fremont Boulevard and Wheeler Street (approx. 0.25 miles)
- **Wheeler Street:** Between Hilby Avenue and Kimball Avenue (approx. 0.20)
- **Del Monte Boulevard:** Military Avenue to about 0.17 miles south of Tioga Avenue (approx. 0.63 miles)
- **Playa Avenue:** Between Del Monte Boulevard and Noche Buena Street (approx. 0.28 miles)
- **La Salle Avenue:** Between Del Monte Boulevard and Luzern Street (approx. 0.71 miles)
- **Military Avenue:** Between Fremont Boulevard and Cross Street (approx. 0.35 miles)
- **Noche Buena Street:** Between Hilby Avenue and Ord Avenue (approx. 1.36 miles)
- **Broadway Avenue:** Between Noche Buena Street and Soto Street (approx. 0.39 miles)
- **Yosemite Street:** Between Mingo Avenue and La Salle Avenue (approx. 0.34 miles)

We have developed an opinion of probable cost (OPC) for materials testing services based upon assumed time frames and activities based on our experience with similar projects. The exact services shown and the scope of each task may vary in reaction to changes in the design, construction issues, or other issues outside of our control which may occur. This includes weather issues, means and methods for completion of the work chosen by the Contractor, unforeseen geotechnical conditions, etc. In conjunction with a varying

scope and extent of our services, the fees for our services may be less than or greater than those estimated in this OPC. Harris and Associates will only be charged for the actual services performed, of course.

It is our understanding that the project will require a qualified material testing firm to provide the following services. We have also included a spreadsheet outlining the estimated hours and associated rates, based on the assumed time frames.

Preconstruction Services

- Attend preconstruction meeting.
- Submittal review.

Earthwork and FDR- (Assume 40 days of Earthwork and FDR Activities)

- Determine in-place density and relative compaction below new concrete flatwork (curb, gutter, sidewalk and ramps) and AC paving sections in accordance with California Test Method CT231.
- Maximum density testing of soil subgrade and aggregate samples in accordance with California Test Method CT216 (maximum 20 assumed)
- Other laboratory testing to verify material properties for conformance with the City's QAP. QA testing for aggregate baserock includes sand equivalent, R-Value and gradation (assume 6 material sources).
- Prepare daily field reports summarizing the results of our daily observation and testing activities.

HMA (Assume 10 Days of HMA Placement)

- Sampling of HMA from roadway.
- Sampling of HMA aggregate from batch plant.
- Determine in-place density and relative compaction during placement of HMA in accordance with California Test Method CT375 (nuclear test method)
- Theoretical maximum specific gravity and density of HMA in accordance with California Test Method CT309; (maximum 10 tests: we have assumed that HMA maximum density data will also be provided by the supplier)
- Other laboratory testing to verify material properties for conformance with the City's QAP. Based on the City's Quality Assurance Plan, quality assurance testing requirements for HMA include aggregate gradation, sand equivalent, asphalt binder content, and HMA moisture content.
- Prepare daily field reports summarizing the results of our daily observation and testing activities.
- Prepare and submit laboratory testing results

Concrete (Assume 15 Concrete Pours)

- Provide sampling and testing during placement of concrete, including slump, Kelly ball and temperature tests
- Casting, transporting and laboratory testing of compressive strength cylinders
- Sampling of concrete aggregate from batch plant.
- Other laboratory testing to verify material properties for conformance with the City's QAP. QA testing for concrete aggregate includes sand equivalent, cleanness and gradation.
- Prepare daily field reports summarizing the results of our daily observation and testing activities.
- Prepare and submit laboratory testing results

Project Administration, Engineering Analysis and Reports

- Attend project meetings and provide geotechnical consultation and engineering support as requested.
- Preparation of reports, letters and progress reports as required, documenting our recommendations, observations and test results.



- Project administration and management.
- Project coordination and scheduling.

OPINION OF PROBABLE COST

Our services will be performed on a time and materials basis in accordance with our 2020 Fee Schedule for prevailing wage projects (enclosed). This fee schedule will continue through December 31, 2020. Starting in 2021, our fees may be subject to an increase of 4% per year. Subject to variation among items, the following table presents our OPC to provide the services outlined above:

PERSONNEL/CATEGORY	DURATION/ QUANTITY					RATE		TOTAL
Preconstruction Services								
Principal Engineer	2	hours	@	180	\$/hour		\$360	
Associate Engineer	6	hours	@	175	\$/hour		\$1,050	
Earthwork and FDR (Assume 40 Days)								
Compaction Testing, CT-231	40	days @	3	hours/day	@	125	\$/hour	\$15,000
Compaction Curves, CT-216			20	Tests	@	280	\$/Test	\$5,600
Sieve Analysis, CT-202			6	Tests	@	125	\$/Test	\$750
R-value, CT-301			6	Tests	@	280	\$/Test	\$1,680
Sand Equivalent, CT-217			6	Tests	@	120	\$/Test	\$720
HMA & HMA Aggregate (Assume 10 Days of Paving)								
Compaction Testing, CT-375	10	days @	8	hours/day	@	125	\$/hour	\$10,000
HMA Batch Plant Sampling	10	days @	2	hours/day	@	100	\$/hour	\$1,990
Sieve Analysis - Aggregate, CT-202			2	Tests	@	125	\$/Test	\$250
Sand Equivalent, CT-217			2	Tests	@	120	\$/Test	\$240
Stabilometer Value, CT 366			10	Tests	@	95	\$/Test	\$950
AC Binder Content, CT-382			10	Tests	@	259	\$/Test	\$2,590
Theoretical Max Density, CT-309			10	Tests	@	145	\$/Test	\$1,450
HMA Moisture Content, CT-226			10	Tests	@	25	\$/Test	\$250
Concrete (Assume 15 Concrete Pours)								
Fresh Concrete Sampling/Field Testing	15	days @	4	hours/day	@	125	\$/hour	\$7,500
Concrete Plant Aggregate Sampling	2	days @	2	hours/day	@	100	\$/hour	\$398
Lab Delivery of Concrete Cylinder	15	days @	2	hours	@	100	\$/hour	\$2,985
Concrete Compression Testing			15	sets	@	200	\$/set	\$3,000
Sieve Analysis - Aggregate, CT-202			2	Tests	@	125	\$/Test	\$250
Sand Equivalent, CT-217			2	Tests	@	120	\$/Test	\$240
Cleanness, CT-227			2	Tests	@	145	\$/Test	\$290
Reports/Project Administration								
Principal Engineer	2	hours	@	180	\$/hour		\$360	
Associate Engineer	8	hours	@	175	\$/hour		\$1,400	
Field Technician Supervisor	8	hours	@	150	\$/hour		\$1,200	
10% Contingency								\$6,050
Total Estimated Fees.....								\$66,553



Including a 10% contingency, we therefore estimate our total OPC to provide the services described herein to be Sixty-Six Thousand, Five Hundred and Fifty-Three Dollars (\$66,553.00). It should be noted that this is a preliminary opinion only, and is provided without the benefit of a construction schedule. This preliminary opinion may vary due to a variety of factors beyond our control as discussed above. Therefore, our fees may be more or less than the amounts shown above.

We have also assumed the work is to be performed as part of a public works project. This requires compliance with public works laws requiring payment of prevailing wages and maintenance of certified payrolls, among others.

AUTHORIZATION

To authorize our firm to provide the services outlined in the proposal, please issue a Purchase Order or other written authorization as soon as possible.

Pacific Crest Engineering Inc. appreciates the opportunity to provide our services, and would be pleased to **answer any** questions you may have about our proposed scope of work and fee. We can be reached at (831) 722-9446.

Sincerely,

PACIFIC CREST ENGINEERING INC.



Matt Maciel
Associate Civil Engineer
CE 8277
Expires 9/30/20



Elizabeth M. Mitchell, GE
President/Principal Geotechnical Engineer
GE 2718
Expires 12/31/20





GEOTECHNICAL | ENVIRONMENTAL | CHEMICAL | MATERIAL TESTING | SPECIAL INSPECTIONS

PACIFIC CREST ENGINEERING INC.

STANDARD FEE SCHEDULE – GEOTECHNICAL GROUP

January 1, 2020

The following schedule presents our rates for professional services. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Hours and mileage for professional and technical services are charged portal-to-portal from our Watsonville office. Services during construction, such as testing and observation of grading, require both professional and technical services. Depending on the scope and duration of the construction project, an opinion of probable cost can be made. Professional, technical, mileage and laboratory fees and rates are subject to change without notice.

PROFESSIONAL SERVICES

Billing Rate

Principal Engineer\Geologist	\$180.00 per hour
Associate Engineer\Geologist	\$175.00 per hour
Senior Engineer\Geologist	\$170.00 per hour
Staff Engineer\Geologist II	\$150.00 per hour
Staff Engineer\Geologist I	\$145.00 per hour
CAD/Draftperson	\$115.00 per hour
Administrative Staff	\$ 90.00 per hour
Expert Witness	\$290.00 per hour
Outside Consultants	1.15X Hourly Rate

TECHNICAL SERVICES

Senior Field Technician *	\$125.00 per hour
Staff Field Technician*	\$120.00 per hour
Construction Inspector	\$125.00 per hour
QSP/SWPPP Monitoring Services	\$125.00 per hour
Lab Technician	\$ 99.50 per hour
Asphalt Core Drilling (Rig + Staff Time)*	\$170.00 per hour
Certified Payroll Reporting	\$ 90.00 per hour

* Includes nuclear density testing, concrete sampling, and core drilling; two hour minimum charge per site visit.

OVER TIME

Over Time	1.5X hourly rate
Sunday/Holiday	2.0X hourly rate
Night Shift	1.8X hourly rate

MILEAGE EXPENSES

Auto Mileage

\$0.575 per mile
(or current IRS standard rate)

OVERTIME

Overtime, when applicable, shall be defined as working more than 8 hours in any one day, more than 40 hours in any one week, and any work performed on Saturdays, Sundays, and Holidays. Double time is billed for Sunday and Holiday work, and for work performed in excess of 8 hours on Saturdays. All other overtime hours are billed as time and a half. Night shift work is shift work commencing after 2:00 pm or before 4:00 am during any 24 hour period starting at 12:01 am. Our normal working hours are 8:00 am to 5:00 pm, Monday through Friday.

FIELD TESTS

Plate bearing load tests, pile load tests, vane shear tests, piezometer installations, slope inclinometer installations, and other special tests will be charged at standard engineering and personnel rates, plus cost of special equipment.

INCIDENTAL EXPENSES

Consultant shall be paid the actual cost plus fifteen percent of all other out-of-pocket expenses, including any costs of air travel, applicable sales, use and city taxes, as well as miscellaneous outside services and facilities, including: Subconsultant or Subcontractor fees; equipment rental, drill rig, underground locator, renderings, overnight delivery, permit and plan check fees, and similar expenses.

SUBSISTENCE

Subsistence charges shall include the actual net cost plus fifteen percent of meals, lodging and local transportation, including car rental costs incurred whenever the Consultant's employees are required to be away from their normal place of business. In lieu of this charge of cost plus fifteen percent, Consultant and Client may agree on a lump sum per diem charge to cover subsistence.

PRINTS AND SPECIFICATIONS

Reproduction charges for prints and specification books for client use in bidding or construction or at client request will be billed at cost plus fifteen percent.

COPIES OF PREVIOUS REPORTS

Orders for copies of previously issued work will be billed on a time and material basis (minimum charge of \$25.00).



DRILLING AND SAMPLING**Billing Rate**

Drill Rig including crew - truck mounted or crawler mounted:

Mobilization	Cost + 15%
Straight Time	Cost + 15%
Over Time	Cost + 15%
Cone Penetrometer Rig (CPT)	Cost + 15%
CPT Travel Time & Mobilization	Cost + 15%

Drilling is charged at 4 hours minimum.

Time is charged portal-to-portal from the drilling rig yard.

Casing, Shelby tubes and any special sampling or subcontract equipment will be charged at cost plus 15%.

LABORATORY TESTSSoil/Aggregate Classification and Index Tests:

Atterberg Limits (Liquid Limit/Plastic Limit/ Plasticity Index):

Method A (Multi Point), ASTM D-4318/AASHTO T89 & T90	\$175.00
Method B (Single Point), ASTM D-4318/AASHTO T89 & T90	\$150.00
California Test Method, CT-204	\$175.00

Grain Size Distribution of Soil:

Sieve Analysis w/ Hydrometer ASTM D-422/AASHTO T88	\$200.00
Sieve Analysis w/o Hydrometer, ASTM D-422/AASHTO T88	\$110.00
Material Finer than #200 Sieve ASTM D-1140	\$ 85.00
California Test Method, CT-202	\$115.00

Grain Size Analysis of Aggregate:

Sieve Analysis ASTM C-136/AASHTO T27	\$120.00
Material Finer than #200 Sieve ASTM C-117/AASHTO T11	\$ 85.00
California Test Method, CT-202	\$125.00
Moisture Determination, ASTM D-2216/AASHTO T265/CT-226	\$ 25.00

R-Value:

Native Soil Samples ASTM D-2844/AASHTO T190/CT-301	\$280.00
With Additives, ASTM D-2844/AASHTO T190/CT-301	\$350.00

Sand Equivalent, ASTM D-2419/CT-217 \$120.00

Specific Gravity of Soil, ASTM D-854/AASHTO T100 \$100.00

Expansion Index, ASTM D4829 \$200.00

Cleanness Value of Coarse Aggregate, CT 227 \$145.00

Durability Index, CT 229 \$145.00



Moisture Density Relations/Compaction Curves:

Modified Proctor:

4" Mold, ASTM D-1557/AASHTO T180	\$250.00
6" Mold, ASTM D-1557/AASHTO T180	\$285.00
One Point Verification (Check Point)	\$100.00

Standard Proctor:

4" Mold, ASTM D-698/AASHTO T99	\$250.00
6" Mold, ASTM D-698/AASHTO T99	\$285.00
One Point Verification (Check Point)	\$100.00

Cal-Impact Test, CT-216	\$280.00
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Strength Tests:

Direct Shear:

CD Peak and Residual, ASTM D-3080 (per point)	\$225.00
CU Peak and Residual, ASTM D-3080 Modified (per point)	\$105.00
Unconfined Compression, ASTM D-2166/AASHTO T208	\$ 80.00

Consolidation & Expansion Tests:

Consolidation, ASTM D-2435	\$380.00
Expansion Pressure, ASTM D-3877	\$325.00

Concrete Testing:

Compressive Strength Testing, ASTM C-39 (per cylinder)	\$ 50.00
Compressive Strength of Shotcrete, ASTM C-1140 (per core)	\$ 65.00
Compressive Strength Testing, CT-521 (per cylinder)	\$ 60.00
Method of Test For Flexural Strength of Concrete, CT 523	\$145.00
Method of Test For Flexural Strength of Rapid Strength Concrete, CT 524	\$145.00
Shrinkage, ASTM C-157, Set of 3	\$400.00
Concrete Storage Processing and Disposal	\$ 15.00

Hot Mix Asphalt (HMA) Tests:

Bulk Specific Gravity of Compacted Hot Mix Asphalt

Saturated Surface Dry Method, ASTM D2726/AASHTO T166	\$ 50.00
Coated Specimens, ASTM D-1188/AASHTO T275	\$ 55.00
California Test Method, CT-308	\$ 55.00

Moisture Content of HMA, AASHTO T329	\$ 25.00
Theoretical Maximum Density, ASTM D-2041, CT-309	\$145.00

Miscellaneous:

Sample Preparation, if required (per hour)	\$ 99.50
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Triaxial, concrete, permeability or other special inspection testing services are individually quoted.





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: May 21, 2020

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING A ONE-YEAR
AMENDMENT TO THE AUDIT CONTRACT WITH
CLIFTONLARSONALLEN LLP**

PURPOSE & RECOMMENDATION

To adopt a resolution approving a one-year amendment to the audit contract with CliftonLarsonAllen LLP.

BACKGROUND

In 2013 the City issued a Request for Proposals for a new auditing firm to perform the required annual audit. The City Council selected the firm of Gallina LLP and entered into a contract for three years with the option of a two-year extension.

Gallina LLP provided excellent service to the City for the years ending June 30, 2013, 2014, 2015, 2016 and 2017. In 2016, Gallina LLP merged with CliftonLarsonAllen LLP. During the time that Gallina LLP/CliftonLarsonAllen LLP have been the City's auditors, we have prepared and received an award for the Comprehensive Annual Financial Report (CAFR) from the California Society for Municipal Finance Officers (CSMFO), meeting a goal of the Finance Department and City.

On February 28, 2018, staff issued a Request for Proposal for Auditing Services for three years with possible two year extensions. We received eight Proposals, including one from CliftonLarsonAllen LLP.

Due to the pending retirement of the Deputy City Manager, the recommendation at that time was a two year contract with CliftonLarsonAllen LLP (CLA). The intent was to assist with the transition to a new Finance Director. The contract was approved to cover the audit periods ending June 30, 2018 and June 30, 2019. During that time, CLA continued to provide excellent service and their knowledgeable staff were of great assistance to the City in working toward the next goal of a Government Finance Officers Association (GFOA) CAFR award for Excellence in Financial Reporting.

At this time, the City is experiencing the unprecedented impacts of the COVID-19 crisis and resulting Shelter-in-Place (SIP) order. A recruitment is currently ongoing for a Finance Director, in addition to other staff transitions in the Finance Department. To facilitate continuity in the audit process during this time, it is recommended that a one-year amendment to the contract with CliftonLarsonAllen be approved to extend audit services through the period ending June 30, 2020.

FISCAL IMPACT

The cost of the auditing services contract will be included in the Proposed Fiscal Year 2020-21 Budget as an ongoing operational expense.

ATTACHMENTS

1. Resolution
2. Amendment 2_CLA
3. Exhibit C
4. Exhibit E
5. Exhibit D
6. Resolution 18-43
7. AG 18-63
8. Amendment 1_CLA

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A ONE-YEAR AMENDMENT TO THE CONTRACT WITH CLIFTON LARSON ALLEN LLP FOR PROFESSIONAL AUDITING SERVICES

WHEREAS, the City contracted with Gallina LLP/CliftonLarsonAllen LLP for audit services for the years ending June 30, 2013, 2014, 2015, 2016 and 2017; and

WHEREAS, the City must engage a qualified Certified Public Accounting firm to perform an annual audit of the City of Seaside and the Seaside County Sanitation District; and

WHEREAS, on February 28, 2018, the Finance Department issued a Request for Proposal (RFP) for Professional Auditing Services to qualified Certified Public Accounting firms; and

WHEREAS, eight (8) proposals from qualified CPA firms were received and evaluated by the Deputy City Manager of Administrative Services, Assistant Finance Director, and the City Manager; and

WHEREAS, the City signed a contract with CliftonLarsonAllen for professional audit services for the years ending June 30, 2018 and June 30, 2019 to assist the City during the transition to a new Finance Director given the retirement of the Deputy City Manager in August 2018; and

WHEREAS, a recruitment is ongoing for a new Finance Director while under a Shelter-in- Place order due to COVID-19, extending the contract with CliftonLarsonAllen LLP will assist with the transition to a new Finance Director during these unprecedented and challenging times; and

WHEREAS, the total audit cost for fiscal year 2020-21 is an annual operating expenditure and adequate funding will be included in the Proposed 2020-21 Budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approve Amendment #2 to the contract between the City of Seaside, and CliftonLarsonAllen LLP for professional auditing services for the year ending June 30, 2020.

PASSED AND ADOPTED at City Council meeting of the City of Seaside duly held on the 21st day of May 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

AG 18-63
AMENDMENT #2
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
SEASIDE (“CITY”) AND CLIFTON LARSON ALLEN LLP (“CONTRACTOR”)

Contract Purpose: Prepare and audit the City of Seaside’s and the Seaside County Sanitation District’s financial statements.

Contract Date: June 7, 2018

The purpose of this amendment is to make the change noted below as requested by the City for the continued provision of services as noted in the Agreement. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in Section 1, “Description of Project.”

Delete “The Auditor will prepare and audit the City of Seaside’s and the Seaside County Sanitation District’s financial statements for the two (2) fiscal years ending June 30, 2018 and 2019.” And replace with “The Auditor will prepare and audit the City of Seaside’s and the Seaside County Sanitation District’s financial statements for the three (3) fiscal years ending June 30, 2018, 2019 and 2020.”

MODIFY the following text in Section 3, “Scope of Work.”

Add “Extend Scope of Work under the Agreement to include the services described in Exhibits C, D, and E as attached for the period ending June 30, 2020.”.

MODIFY the following text in Section 11, “Compensation.”

Delete “The total maximum not to exceed amount for this contract is \$48,765 for the year ended June 30, 2018 and \$49,615 for the year ended June 30, 2019.” as amended by Amendment #1 and replace with “The total maximum not to exceed amount for this contract is \$48,765 for the year ended June 30, 2018, \$49,615 for the year ended June 30, 2019, and \$50,615 for the year ended June 30, 2020.”

CITY APPROVAL BY:		
Signature	Name and Title	Date
CONTRACTOR APPROVAL BY:		
Signature	Name and Title	Date

Exhibit C



CLA (CliftonLarsonAllen LLP)
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423
916-784-7800 | fax 916-784-7850
CLAconnect.com

April 28, 2020

City Council and Management
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

Dear Ms. Drabner:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Seaside ("you," "your," or "the entity") for the year ended June 30, 2020.

Rich Gonzalez is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Seaside, as of and for the year ended June 30, 2020, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules.
3. GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual fund statements and schedules

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory Section

2. Statistical Section

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries related to pensions.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will

include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws

or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the

financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review prior to year-end field work.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include

the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

- We will propose adjusting journal entries related to pensions. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if

appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any

fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of California, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services are as follows:

Task	June 30, 2020
CAFR/Financial Statements	\$ 31,500
Single Audit	4,900
Gann Appropriations Limit	715
Audit of Sanitation District	7,500
Audit of Measure X Program Funds	5,000
GASB 68 (NPL) Assistance	1,000
Total Not to Exceed	\$ 50,615

We will also bill for a technology and client support fee of five percent (5%) of all professional fees billed, and which amounts are included in the not to exceed fee as listed earlier. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)

- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Seaside's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Rich Gonzalez, CPA
Principal
916-784-7800
Rich.Gonzalez@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Seaside.

Authorized management signature: _____

Title: _____

Date: _____

Authorized governance signature: _____

Title: _____

Date: _____

Exhibit E



CLA (CliftonLarsonAllen LLP)
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423
916-784-7800 | fax 916-784-7850
CLAconnect.com

April 28, 2020

Ms. Kimberly Drabner, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

Dear Kimberly:

We are pleased to provide you with a proposal for services and request that you confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for the City of Seaside ("you," "your," or "the entity") for the year ended June 30, 2020.

Rich Gonzalez is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the City of Seaside's Transportation Safety and Investment Plan Account Fund, as of and for the year ended June 30, 2020 and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis (if applicable).
2. Budgetary comparison schedules (if applicable)

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the provisions of Measure X. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the provisions of Measure X.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of

significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with the requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes in conformity with U.S. GAAP based on information provided by you. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of

the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, including those relating to auditor independence, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller, or its designee, a federal agency providing direct or indirect funding, the City, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned

parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our fees for these services will be as follows:

- Fiscal year ended June 30, 2020 \$5,000

We will also bill for a technology and client support fee of five percent (5%) of all professional fees billed, and which amounts are included in the not to exceed fee as listed earlier. The fees are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Rich Gonzalez, CPA

Principal

916-784-7800

Rich.Gonzalez@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of the City of Seaside.

Authorized management signature: _____

Title: _____

Date: _____

Exhibit D



CLA (CliftonLarsonAllen LLP)
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423
916-784-7800 | fax 916-784-7850
CLAconnect.com

April 28, 2020

Ms. Kimberly Drabner, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the agreed-upon procedures engagement CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Seaside ("you," "your," or "the entity") for the year ended June 30, 2020.

Richard Gonzalez is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which City of Seaside has specified and agreed to, listed in the attached schedule, to Appropriations Limit Calculation of City of Seaside for the year ended June 30, 2020 prepared in accordance with the requirements of Section 1.5 of Article XIII-B of the California Constitution.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency (nature, timing, and extent) of the procedures performed or to be performed is solely the responsibility of City of Seaside, and we will require a written acknowledgment of this responsibility. Consequently, we make no representation regarding the sufficiency of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. City of Seaside's management assume the risk that such procedures might be insufficient for your purposes and the risk that you might misunderstand or otherwise inappropriately use findings properly reported by CLA.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or conclusion on the Appropriations Limit Calculation or the City of Seaside's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or conclusion on the effectiveness of City of Seaside's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of the Board of Supervisors and management, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Appropriations Limit Calculation that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the Appropriations Limit Calculation, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for the presentation of the Appropriations Limit Calculation in accordance with the requirements of Section 1.5 of Article XIII-B of the California Constitution and for its assertion about the Appropriations Limit Calculation. City of Seaside's management is responsible for selecting the criteria and determining that such criteria are appropriate for your purposes.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the Appropriations Limit Calculation and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the Appropriations Limit Calculation that may affect the Appropriations Limit Calculation.

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the presentation of the Appropriations Limit Calculation in accordance with the requirements of Section 1.5 of Article XIII-B of the California Constitution.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to State Controller's Office for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to

such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of California, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final report under this agreement to you, regardless of whether we provide other services for you relating to the report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services are \$715. The fee is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy to us.

If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of the procedures.

Sincerely,

CliftonLarsonAllen LLP



Richard Gonzalez, CPA
Principal
916-784-7800
Rich.Gonzalez@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of City of Seaside.

Authorized Signature: _____

Title: _____

Date: _____

Agreed Upon Procedures – Appropriations Limit Calculation

- 1) Obtain the completed Appropriations Limit Calculation and compare the limit and annual adjustment factors in the calculation to the limit and annual adjustment factors that were adopted by resolution of the City Council. Compare the population and inflation options included in the aforementioned calculation to those that were selected by a recorded vote of the City Council.
- 2) Compute current year adjustments based on selected population and inflation options, using information provided by the Department of Finance.
- 3) Compare the prior year appropriations limit presented in the Appropriations Limit Calculation to the prior year appropriations limit adopted by the City Council for the prior year.
- 4) Add results of step two (2) to the prior year Appropriations Limit, and compare the resulting amount to current year approved limit.

RESOLUTION NO. 18-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE CONTRACT WITH CLIFTON LARSON ALLEN LLP FOR
PROFESSIONAL AUDITING SERVICES**

WHEREAS, the City contracted with Gallina LLP/CliftonLarsonAllen LLP for audit services for the years ending June 30, 2013, 2014, 2015, 2016 and 2017; and

WHEREAS, the City must engage a qualified Certified Public Accounting firm to perform an annual audit of the City of Seaside and the Seaside County Sanitation District; and

WHEREAS, on February 28, 2018, the Finance Department issued a Request for Proposal (RFP) for Professional Auditing Services to qualified Certified Public Accounting firms; and

WHEREAS, eight (8) proposals from qualified CPA firms were received and evaluated by the Deputy City Manager of Administrative Services, Assistant Finance Director, and the City Manager; and

WHEREAS, the Deputy City Manager is retiring in August 2018; and

WHEREAS, contracting with CliftonLarsonAllen LLP will assist with the transition to a new Finance Director; and

WHEREAS, the total audit cost for fiscal years 2017-18 and 2018-19 is an annual operating expenditure and adequate funding is contained in the Proposed 2018-2019 Budget and the 2019-2020 Budget Plan.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approve the contract between the City of Seaside, and CliftonLarsonAllen LLP for professional auditing services for the years ending June 30, 2018, and June 30, 2019.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES:	5	COUNCILMEMBERS: Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCILMEMBERS: None
ABSENT:	0	COUNCILMEMBERS: None
ABSTAIN:	0	COUNCILMEMBERS: None



Ralph Rubio, Mayor
City of Seaside

ATTEST:



Lesley Milton-Rerig, City Clerk

APPENDIX C

CONTRACT AGREEMENT

AUDIT SERVICES

THIS AGREEMENT is made and entered into this 7th day of June 2018, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City", CLIFTON LARSON ALLEN LLP, hereinafter called "Auditor".

WHEREAS, City has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, City has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, the City desires to engage the Auditor, and the Auditor agrees, to render certain technical advice and professional services to the City, as necessary.

THEREFORE, City and Auditor, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018, and 2019.

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as Attachment 1:

- Request for Proposal for Professional Auditing Services – due April 30, 2018
- Proposal to City of Seaside for Professional Auditing Services – April 30, 2018
- Dollar Cost Bid to City of Seaside for Professional Auditing Services – April 30, 2018

3. **Scope of Work.** Auditor's scope of work is described in the proposal attached hereto and incorporated herein by this reference.

4. **Scope of Work--Additional.** It is understood by City and Auditor that it may be necessary, in conjunction with the Project, for Auditor to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by City, Auditor shall advise City in writing of the need for additional services and the cost and estimated time to perform the services. Auditor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Auditor and has given its written authorization to perform.

Written approval for performance and compensation for additional services may be granted by the Deputy City Manager - Administrative Services. Except as herein above stated, any additional service shall require an amendment to this agreement and shall be subject to all the provisions of this agreement.

5. **Authority of the Deputy City Manager - Administrative Services.** The Auditor shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the Deputy City Manager - Administrative Services. The Deputy City Manager - Administrative Services reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Deputy City Manager - Administrative Services is authorized to execute these changes by amendment agreements.
6. **Responsibility of Auditor.** By executing this agreement, Auditor represents and states to City that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this agreement. Auditor further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.
7. **Independent Contractor.** The parties to this agreement agree that Auditor, his employees, agents and subcontractors, shall be independent contractors with regard to the providing of services under this agreement and that Auditor's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.
8. **Materials and Equipment.** Auditor shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.
9. **Employment of Personnel.** Auditor shall provide experienced and qualified personnel to carry out the work to be performed by Auditor under this agreement and shall be responsible for and in full control of the work of such personnel.
10. **Time of Performance.** Subject to the limitation herein, the Auditor agrees to perform the work and services in accordance with the proposal. The service of the Auditor is to commence upon receipt of a notice to proceed issued by the Deputy City Manager - Administrative Services, and shall be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.
11. **Compensation.** Subject to the limitation herein, the Auditor agrees to perform the work and services specified and outlined in the proposal for the contract amount maximum not to exceed unless specifically authorized by a written contract change order by the City prior to the commencement of any additional work. The total maximum not to exceed amount for this contract is \$43,765 for the year ended June 30, 2018 and \$44,615 for the year ended June 30, 2019..

12. **Prevailing Salaries.** If the Auditor hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.
13. **Audit Authority.** Auditor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement. The City, the State Controller, , or any duly authorized representative shall be afforded access to the Auditor's records, books, correspondence and other data relating to this agreement. Auditor shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, Auditor agrees to make said records, books correspondence and other data relating to this Agreement available to City at City's principal place of business upon seventy-two (72) hours advance written notice. City agrees to reimburse Auditor for expenses associated with copying and mailing requested documents upon presentation of invoices for such expenses. Alternatively, the City may choose to review Auditor records at Auditor's principal place of business at no additional cost to City.
14. **Assignment.** Auditor shall not assign any duties, responsibilities or obligations without prior consent of the City.
15. **Indemnification.** The Auditor shall, and does hereby agree, to defend and indemnify and hold harmless City, its public officials, officers, and employees, from any and all damages, claims of damages, including but not limited to attorney's fees, or liabilities of whatever nature arising out of, or in connection with, the services rendered to City by the Auditor.

Should it become necessary for City, its agents, its employees, successors or assignees to incur any costs or expenses, whether direct or indirect, including but not limited to attorney's fees, investigator's fees, collection fees or court costs in connection with any claim or demand for which indemnification is provided by this agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this agreement or any portion thereof, Auditor agrees to pay City such reasonable costs or expenses for which expenditure is made or liability incurred by City, provided that reimbursement shall be only for such costs and expenses that Auditor is held legally liable to pay by a court or forum of competent jurisdiction for performance of Auditor's professional services.

16. **Insurance.** The Auditor shall take out and maintain during the life of the contract insurance in the amounts specified herein. The City of Seaside, its officers, agents and employees shall be named as additional insured.

Right of general supervision by the city shall not make the Auditor an agent of the city, and the liability of the Auditor for all damages to persons or to the public or private property arising from the Auditor's execution of the work shall not be lessened because of such general supervision.

Without limiting Auditor's duty to indemnify, Auditor shall maintain in effect throughout

the term of this contract a policy or policies of insurance covering all of its operations with the following types and limits of liability:

A. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE

Auditor shall provide evidence of Professional Liability Insurance on a policy form appropriate to the Auditor's profession. Limits shall be no less than \$1,000,000.00 per claim.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive Automotive Liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

If employees are hired by the Auditor, then Worker's compensation insurance will be required in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000.00 per occurrence for employer's liability.

Certificate of Insurance. The Auditor will have a certificate of insurance completed and filed with the City within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

17. **Compliance with Laws, Rules, and Regulations.** Services performed by Auditor pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.
18. **Inspection of Work.** The City representative or his/her designee shall at all times have the right to inspect the work, services or performance of Auditor. Auditor shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Auditor of any obligation to perform said services in accordance with the law or this agreement.
19. **Waiver.** Auditor agrees that any waiver by City of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Auditor shall not be deemed to be a waiver of any term or condition of this agreement.
20. **Legal Action.** Should either party to this agreement bring legal action against the other, the case shall be handled in the Monterey County, California, and the party prevailing in such action shall be entitled to actual 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.

21. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered 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
Administrative Services Department
440 Harcourt Avenue
Seaside, CA 93955

Auditor :
Richard Gonzalez, CPA, Principal
CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423

22. **Non-discrimination.** During the performance of this project, Auditor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Auditor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.
23. **Interest of Auditor.** Auditor declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Auditor further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Auditor certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of City. It is expressly agreed that in the performance of the services hereunder Auditor shall at all times be deemed an independent contractor and not an agent or employee of City.
24. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, City shall pay Auditor for all services performed to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the City. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Auditor.

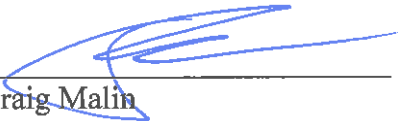
25. **Ownership of Document.** All documents, original tracings, and specifications (other than workpapers, which are the property of the Auditor) shall be the property of the City and may be reused by the City without additional compensation to the Auditor. Auditor shall have no responsibility nor liability for documents furnished for this project which are changed without its consent or reused on another project.
26. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in Monterey County, California.
27. **Conflict of Interest.** Auditor shall at all time avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this agreement.
28. **Integrated Agreement.** This agreement represents the entire understanding of City and Auditor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF SEASIDE
"City"

"Auditor"

By



Craig Malin
City Manager

By



Paul Bongay

Approved as to Form:

By



Don Freeman
City Attorney

AG 18-63
AMENDMENT #1
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
SEASIDE ("CITY") AND CLIFTON LARSON ALLEN LLP ("CONTRACTOR")

Contract Purpose: Prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018 and 2019.

Contract Date: June 7, 2018

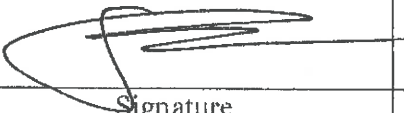
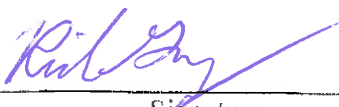
The purpose of this amendment is to make the change noted below as requested by the City for the continued provision of services as noted in the Agreement. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in Section 3, "Scope of Work."

Add "Additional services related to the Transportation Safety and Invest Plan fund (Measure X) to meet the annual Independent Audit requirements of the Transportation Agency for Monterey County as noted in Exhibit B attached ".

MODIFY the following text in Section 11, "Compensation."

Delete "The total maximum not to exceed amount for this contract is \$43,765 for the year ended June 30, 2018 and \$44,615 for the year ended June 30, 2019." and replace with "The total maximum not to exceed amount for this contract is \$48,765 for the year ended June 30, 2018 and \$49,615 for the year ended June 30, 2019.".

CITY APPROVAL BY:		
	<i>CHRIS MARTIN CITY MANAGER</i>	<i>5/7/18</i>
Signature	Name and Title	Date
CONTRACTOR APPROVAL BY:		
	<i>Rich Gonzalez, Principal CLA</i>	<i>5/7/19</i>
Signature	Name and Title	Date



CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678
916-784-7800 | fax 916-784-7850
CLAAconnect.com

May 6, 2019

Ms. Kimberly Drabner, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

Dear Mr. Howells:

We are pleased to provide you with a proposal for services and request that you confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for the City of Seaside ("you," "your," or "the entity") for the years ended June 30, 2018 and 2019.

Rich Gonzalez is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the City of Seaside's Transportation Safety and Investment Plan Account Fund, as of and for the years ended June 30, 2018 and June 30, 2019 and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis (if applicable).
2. Budgetary comparison schedules (if applicable)

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS.

However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the provisions of Measure X. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the

entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the provisions of Measure X.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with the requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon

or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes in conformity with U.S. GAAP based on information provided by you. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, including those relating to auditor independence, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller, or its designee, a federal agency providing direct or indirect funding, the City, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.

If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our fees for these services will be as follows:

- | | |
|-----------------------------------|---------|
| ➤ Fiscal year ended June 30, 2018 | \$5,000 |
| ➤ Fiscal year ended June 30, 2019 | \$5,000 |

The fees are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and

reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Changes In engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Rich Gonzalez, CPA

Principal
916-784-7800
Rich.Gonzalez@CLAconnect.com

Enclosure

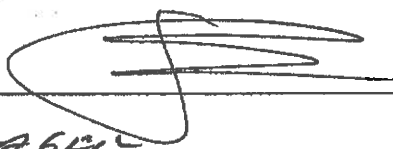
Response:

This letter correctly sets forth the understanding of the City of Seaside.

Authorized management signature: _____

Title: _____

Date: _____



CITY MANAGER

5/7/18

APPENDIX C
CONTRACT AGREEMENT
AUDIT SERVICES

THIS AGREEMENT is made and entered into this 7th day of June 2018, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City", CLIFTON LARSON ALLEN LLP, hereinafter called "Auditor".

WHEREAS, City has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, City has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, the City desires to engage the Auditor, and the Auditor agrees, to render certain technical advice and professional services to the City, as necessary.

THEREFORE, City and Auditor, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018, and 2019.

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as Attachment 1:

- Request for Proposal for Professional Auditing Services – due April 30, 2018
- Proposal to City of Seaside for Professional Auditing Services – April 30, 2018
- Dollar Cost Bid to City of Seaside for Professional Auditing Services – April 30, 2018

3. **Scope of Work.** Auditor's scope of work is described in the proposal attached hereto and incorporated herein by this reference.

4. **Scope of Work--Additional.** It is understood by City and Auditor that it may be necessary, in conjunction with the Project, for Auditor to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by City, Auditor shall advise City in writing of the need for additional services and the cost and estimated time to perform the services. Auditor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Auditor and has given its written authorization to perform.

Written approval for performance and compensation for additional services may be granted by the Deputy City Manager - Administrative Services. Except as herein above stated, any additional service shall require an amendment to this agreement and shall be subject to all the provisions of this agreement.

5. **Authority of the Deputy City Manager - Administrative Services.** The Auditor shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the Deputy City Manager - Administrative Services. The Deputy City Manager - Administrative Services reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Deputy City Manager - Administrative Services is authorized to execute these changes by amendment agreements.
6. **Responsibility of Auditor.** By executing this agreement, Auditor represents and states to City that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this agreement. Auditor further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.
7. **Independent Contractor.** The parties to this agreement agree that Auditor, his employees, agents and subcontractors, shall be independent contractors with regard to the providing of services under this agreement and that Auditor's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.
8. **Materials and Equipment.** Auditor shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.
9. **Employment of Personnel.** Auditor shall provide experienced and qualified personnel to carry out the work to be performed by Auditor under this agreement and shall be responsible for and in full control of the work of such personnel.
10. **Time of Performance.** Subject to the limitation herein, the Auditor agrees to perform the work and services in accordance with the proposal. The service of the Auditor is to commence upon receipt of a notice to proceed issued by the Deputy City Manager - Administrative Services, and shall be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.
11. **Compensation.** Subject to the limitation herein, the Auditor agrees to perform the work and services specified and outlined in the proposal for the contract amount maximum not to exceed unless specifically authorized by a written contract change order by the City prior to the commencement of any additional work. The total maximum not to exceed amount for this contract is \$43,765 for the year ended June 30, 2018 and \$44,615 for the year ended June 30, 2019..

12. **Prevailing Salaries.** If the Auditor hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.
13. **Audit Authority.** Auditor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement. The City, the State Controller, , or any duly authorized representative shall be afforded access to the Auditor's records, books, correspondence and other data relating to this agreement. Auditor shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, Auditor agrees to make said records, books correspondence and other data relating to this Agreement available to City at City's principal place of business upon seventy-two (72) hours advance written notice. City agrees to reimburse Auditor for expenses associated with copying and mailing requested documents upon presentation of invoices for such expenses. Alternatively, the City may choose to review Auditor records at Auditor's principal place of business at no additional cost to City.
14. **Assignment.** Auditor shall not assign any duties, responsibilities or obligations without prior consent of the City.
15. **Indemnification.** The Auditor shall, and does hereby agree, to defend and indemnify and hold harmless City, its public officials, officers, and employees, from any and all damages, claims of damages, including but not limited to attorney's fees, or liabilities of whatever nature arising out of, or in connection with, the services rendered to City by the Auditor.

Should it become necessary for City, its agents, its employees, successors or assignees to incur any costs or expenses, whether direct or indirect, including but not limited to attorney's fees, investigator's fees, collection fees or court costs in connection with any claim or demand for which indemnification is provided by this agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this agreement or any portion thereof, Auditor agrees to pay City such reasonable costs or expenses for which expenditure is made or liability incurred by City, provided that reimbursement shall be only for such costs and expenses that Auditor is held legally liable to pay by a court or forum of competent jurisdiction for performance of Auditor's professional services.

16. **Insurance.** The Auditor shall take out and maintain during the life of the contract insurance in the amounts specified herein. The City of Seaside, its officers, agents and employees shall be named as additional insured.

Right of general supervision by the city shall not make the Auditor an agent of the city, and the liability of the Auditor for all damages to persons or to the public or private property arising from the Auditor's execution of the work shall not be lessened because of such general supervision.

Without limiting Auditor's duty to indemnify, Auditor shall maintain in effect throughout

the term of this contract a policy or policies of insurance covering all of its operations with the following types and limits of liability:

A. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE

Auditor shall provide evidence of Professional Liability Insurance on a policy form appropriate to the Auditor's profession. Limits shall be no less than \$1,000,000.00 per claim.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive Automotive Liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

If employees are hired by the Auditor, then Worker's compensation insurance will be required in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000.00 per occurrence for employer's liability.

Certificate of Insurance. The Auditor will have a certificate of insurance completed and filed with the City within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

17. **Compliance with Laws, Rules, and Regulations.** Services performed by Auditor pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.
18. **Inspection of Work.** The City representative or his/her designee shall at all times have the right to inspect the work, services or performance of Auditor. Auditor shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Auditor of any obligation to perform said services in accordance with the law or this agreement.
19. **Waiver.** Auditor agrees that any waiver by City of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Auditor shall not be deemed to be a waiver of any term or condition of this agreement.
20. **Legal Action.** Should either party to this agreement bring legal action against the other, the case shall be handled in the Monterey County, California, and the party prevailing in such action shall be entitled to actual 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.

21. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered 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
Administrative Services Department
440 Harcourt Avenue
Seaside, CA 93955

Auditor :
Richard Gonzalez, CPA, Principal
CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423

22. **Non-discrimination.** During the performance of this project, Auditor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Auditor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.
23. **Interest of Auditor.** Auditor declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Auditor further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Auditor certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of City. It is expressly agreed that in the performance of the services hereunder Auditor shall at all times be deemed an independent contractor and not an agent or employee of City.
24. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, City shall pay Auditor for all services performed to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the City. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Auditor.

25. **Ownership of Document.** All documents, original tracings, and specifications (other than workpapers, which are the property of the Auditor) shall be the property of the City and may be reused by the City without additional compensation to the Auditor. Auditor shall have no responsibility nor liability for documents furnished for this project which are changed without its consent or reused on another project.

26. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in Monterey County, California.

27. **Conflict of Interest.** Auditor shall at all time avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this agreement.

28. **Integrated Agreement.** This agreement represents the entire understanding of City and Auditor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF SEASIDE
"City"

"Auditor"

By

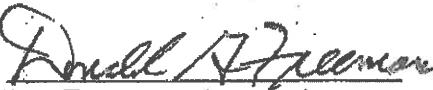

Craig Malin
City Manager

By



Approved as to Form:

By


Don Freeman
City Attorney



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

BY: Sheri Damon, City Attorney

DATE: May 21, 2020

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS TRANSFERRING RESPONSIBILITY AND FUNDS FROM THE FORT ORD REUSE AUTHORITY CAPITAL IMPROVEMENT/COMMUNITY FACILITIES DISTRICT TO SEASIDE FOR EUCALYPTUS ROAD INFILTRATOR PROJECT AND HABITAT MANAGEMENT

PURPOSE & RECOMMENDATION

Consider resolution authorizing the City Manager to execute agreements with the Fort Ord Reuse Authority to receive funds for the completion of eucalyptus road infiltrator repair and habitat management.

BACKGROUND

The Fort Ord Reuse Authority will sunset on June 30, 2020. As a part of this dissolution, the responsibility for FORA capital improvement projects within the Fort Ord Community Facilities District (and the attendant FORA CFD Funds) will be transferred to underlying jurisdictions. The City of Seaside will become responsible for the Eucalyptus Road Infiltrator repair project and is anticipated to receive approximately \$1.2 million dollars to complete that project. Additionally, the City of Seaside will also be the recipient of habitat management responsibilities and is anticipated to receive approximately \$1.1 million dollars.

ATTACHMENTS

1. Resolution infiltrator and habitat
 2. Joint Community Facilities Agreement ((5-13-2020)-FINAL
 3. Eucalyptus Road MOA-FORA
-

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE
THE FUNDING AGREEMENTS WITH THE FORT ORD REUSE AUTHORITY FOR
THE EUCALYPTUS INFILTRATOR REPAIR AND HABITAT MANAGEMENT**

WHEREAS, on June 30, 2020, the Fort Ord Reuse Authority ("FOR A") will dissolve by operation of law; and

WHEREAS, the Fort Ord Reuse Authority has a community facilities district ("CFD") which has collected a special tax to be use for certain capital improvement projects, including the repair of Eucalyptus Road infiltrators and the management of habitat; and

WHEREAS, as a part of the transition plan, the CFD funded projects and activities are being distributed to the underlying jurisdictions to complete; and

WHEREAS, the funds for the completion of the Eucalyptus Road Infiltrator repair is anticipated at approximately \$1.1 million and the habitat management funds anticipated at \$1.2 million or 7.4% of the funds held by FOR A for habitat management activities. In the absence of valid agreements between FOR A and Seaside, Seaside will not receive the funding to complete such activities.

WHEREAS, the Eucalyptus Road Infiltrator Project is a repair project and is categorically exempt from the California Environmental Quality Act as a Class 2 existing facility replacement or reconstruction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorize the City Manager, to execute the agreements necessary to receive funding for the Eucalyptus Road Infiltrator project and habitat management subject to final review and approval by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21th day of May, 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement (this “**Agreement**”) is made by and between the Fort Ord Reuse Authority (“**FORA**”) and the [*select City/County*] of _____, California (the “**Participating Agency**”) with reference to the following facts and objectives.

A. In 2002, FORA established the Fort Ord Reuse Authority Basewide Community Facilities District (the “**CFD**”), pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as amended (the “**Act**”) for the purpose of collecting special taxes under the Act to finance, among other things, the construction of certain roadway improvements, transit improvements, water and storm drain improvements, other public facilities, and costs related to habitat management within the CFD or otherwise incident to or required by reason of the development of property within or adjacent to the CFD, all as more particularly described in that Notice of Special Tax Lien recorded on May 22, 2002 as Document No. 2002048932 in the office of the County Recorder of the County of Monterey, California. FORA subsequently earmarked a portion of the special taxes so collected to finance the services described in Exhibit A attached hereto and incorporated herein by this reference (the “**Habitat-Related Services**”), resulting in accumulated funds having an approximate aggregate current unexpended balance of \$ _____ (the “**Habitat Funds**”).

B. FORA is scheduled to terminate on June 30, 2020 (“**FORA’s Termination Date**”) in accordance with the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.*), as amended. This Agreement is necessary to provide for the orderly transition of governmental finances in connection with the termination of FORA. Prior to FORA’s Termination Date, FORA plans to allocate, divide, and distribute to each of the Participating Agency and certain other public entities having habitat management responsibilities within the former Fort Ord and which enter into a joint community facilities agreement with FORA a portion of the then unexpended Habitat Funds in accordance with the formula set forth in Exhibit B attached hereto and incorporated herein by this reference. The Participating Agency’s allocated portion of such unexpended Habitat Funds may be referred to herein as the “**Allocated Funds**.”

C. The parties hereto expect that the Participating Agency will provide Habitat-Related Services, particularly those that pertain to real property within the Participating Agency’s territorial limits (the “**Covered Services**”).

D. FORA and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the use of that portion of the Habitat Funds allocated to the Participating Agency for its use in connection with the provision of the Covered Services, all as more particularly set forth below.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Agreement and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Delivery and Segregation of Allocated Funds. Prior to FORA's Termination Date, FORA shall deliver the Allocated Funds to the Participating Agency. The Allocated Funds, together with any earnings thereon, shall be held by the Participating Agency in an account separate and apart from any other account maintained by the Participating Agency (the "**Allocated Funds Account**"). Funds in the Allocated Funds Account shall be used exclusively for payment of the costs of the Covered Services. Other than by providing the Allocated Funds, FORA shall have no obligation to pay for any of the costs of the Covered Services. If the costs of the Covered Services are in excess of the funds available in the Allocated Funds Account., it is recognized that this Agreement does not govern whether and how the Participating Agency may in its discretion cover the excess costs.

Section 2. Habitat Management.. Following FORA's Termination Date, the Participating Agency shall be solely responsible for carrying out any Habitat-Related Services or other similar requirements associated with the Covered Services.

Section 3. Limited Obligations. All obligations of FORA under and pursuant to this Agreement shall be limited to the amounts it provides for deposit into the Allocated Funds Account. No member of FORA's board of directors or any officer, employee, representative, or agent of FORA shall in any event be personally liable hereunder.

Section 4. Term. The term of this Agreement shall begin on the full signing of this Agreement by the parties and continue until FORA's Termination Date; provided, however, that the Participating Agency's obligations hereunder shall remain in full force and effect until the exhaustion of all amounts in the Allocated Funds Account by proper expenditure thereof by the Participating Agency to pay the costs of the Covered Services. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

Section 5. Agreement of Public Benefit. By their respective approvals of this Agreement, FORA and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Covered Services in furtherance of the purposes of the Act.

Section 6. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto

Section 8. Third-Party Beneficiaries. In order to provide a mechanism for enforcement of the Participating Agency's accounting obligations under this Agreement after FORA's Termination Date, the County of Monterey and the Cities of Del Rey Oaks, Marina, Monterey and Seaside [*strike name corresponding to the Participating Agency*] are each hereby made an intended third-party beneficiary of this Agreement.

Section 9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 10. Cooperation. Each of the parties agrees to use reasonable and good faith efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with any and all other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including signing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to carry out the intent and purpose of this Agreement.

Section 11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement.

Section 12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 13. Interpretation. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

Section 14. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each party when that party has executed and delivered a counterpart hereof.

Section 15. Authority. Each party represents and warrants to the other that it is authorized to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written beneath their respective signatures below.

FORT ORD REUSE AUTHORITY

_____ **OF** _____

By: _____
Josh Metz, Executive Officer

By: _____
_____, _____

Dated: _____, 2020

Dated: _____, 2020

ATTEST:

ATTEST:

Clerk of the Board

Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Authority Counsel

[City Attorney/County Counsel]

EXHIBIT A

DESCRIPTION OF THE HABITAT-RELATED SERVICES

Habitat-Related Services consist of “Habitat Management” within or in the vicinity of the CFD, or otherwise incident to or required by reason of development of the property within and adjacent to the CFD.

In accordance with the Notice of Special Tax Lien referenced in recital A of this Agreement, “Habitat Management” includes expenditures for, without limitation, all of the following but only as they relate to managing the habitat within the CFD boundaries: all work and activities to study, review environmental impacts and mitigation measures, planning and design, and all work to construct and install the improvements, including (as applicable) but not limited to, acquisition of right of way and land, soils testing, mobilization, permits, plan check and inspection fees, legal and overhead costs, clearing, grubbing, coordination and supervision costs, tree removal, environmental mitigation actions, grading, protective fencing and erosion control, trenching (including shoring and backfill), base and finish paving and pavement restoration, curbs, gutters and sidewalks, signage, and striping, signalization, landscaping and irrigation, lighting, relocation of existing facilities and improvements which are in existence and are to be retained in a different location, and related appurtenances. “Habitat Management” also includes administrative fees and expenses, and any other costs described in Section 53317(e) of the Mello-Roos Act and not specifically listed above, .

EXHIBIT B

FORMULA FOR ALLOCATION OF UNEXPENDED HABITAT FUNDS

**MEMORANDUM OF AGREEMENT
REGARDING FUNDING TO BE PROVIDED FOR THE REPAIR OF
STORM WATER INFILTRATION UNITS - EUCALYPTUS ROAD**

This Memorandum of Agreement (“MOA”), is made and entered into effective as of _____, 2020 (the “Effective Date”) by and between the Fort Ord Reuse Authority (“FORA”), a California public agency, and the City of Seaside (the “City”), a California general law city. FORA and the City are sometimes referred to herein in the singular as a “Party” and collectively as the “Parties.”

Recitals

A. FORA’s Capital Improvement Program for fiscal year 2019/2020 includes repair of storm water infiltration units installed within Eucalyptus Road, as more fully described in the draft final plans attached hereto as Exhibit A (the “Repairs”). FORA’s Board of Directors recently approved the amount of One Million One Hundred Twenty Thousand Dollars (\$1,120,000) to cover the currently estimated cost of the Repairs (the “Budgeted Repair Costs”).

B. FORA is scheduled to terminate in accordance with state law on June 30, 2020 (“FORA’s Termination Date”). FORA does not have sufficient time or management resources to successfully execute the completion of the Repairs by FORA’s Termination Date, but the City has such resources and desires to complete the Repairs.

C. As FORA’s Termination Date approaches, it is anticipated that approximately Ten Thousand Five Hundred Thirty Dollars (\$10,530) of the funds originally budgeted in connection with design services during the construction stage of the Repairs (the “Budgeted Construction Related Costs”) will remain unexpended.

D. FORA has now requested that the City undertake the Repairs and the City is willing to do so, each on all of the terms and conditions set forth in this MOA. Accordingly, the Parties now wish to enter into this MOA to provide for the transfer to the City of (i) the Budgeted Repair Costs and (ii) the unexpended portion of the Budgeted Construction Related Costs (but not to exceed Ten Thousand Five Hundred Thirty Dollars (\$10,530) (which collectively with the Budgeted Repair Costs may be referred to herein as the “Transferred Repair Funds”), each for use by the City as funds to carry out the Repairs.

E. Upon the full signing of this MOA, the City will carry out the Repairs in compliance with applicable law, including by acting as lead agency if and to the extent that a lead agency for the Repairs may be required under the California Environmental Quality Act.

Agreement

In consideration of the mutual terms, covenants and conditions contained herein the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are to the best of the knowledge of the Parties true and correct and are incorporated into this MOA by this reference.

2. **FORA's Obligations.** Within seven (7) calendar days of the full signing of this MOA, FORA will transfer and pay to the order of the City, and the City agrees to accept from FORA, the Transferred Repair Funds, in full satisfaction of any obligation of FORA to provide funding to complete the Repairs.

3. **City's Obligations.** The City will use the Transferred Repair Funds to promptly complete the Repairs on Eucalyptus Road Infiltrators, which will ultimately become the property of the City. The City will enter into agreements for the completion of the Repairs (which agreements shall include requirements to pay prevailing wages in accordance with state law and the FORA Master Resolution), will have final approval of all contractors or consultants, designs and methods employed in making the Repairs, and will be responsible for paying all costs as well as retaining any cost savings. The City shall timely and fully carry out all responsibilities, if any, as lead agency for the Repairs.

4. **Notification to State Clearinghouse.** Promptly following the full signing of this MOA, the Parties shall cooperate in providing appropriate notification to the California Office of Planning and Research's State Clearinghouse that FORA is not the lead agency for the Repairs and that, to the extent that a lead agency for the Repairs may be required under applicable law, the City has assumed that role.

5. **Term.** The term of this MOA shall begin on the Effective Date and continue until FORA's Termination Date, unless terminated earlier as provided herein; provided, however, that the City's obligations to complete the Repairs in accordance with the terms of this MOA shall remain in full force and effect until final completion of the Repairs, as evidenced by the recording of a Notice of Completion in the Official Records of Monterey County.

6. **Accounting and Records.** FORA (until FORA's Termination Date) and the City shall each maintain and account for the funds related to the Repairs. Attached as Exhibit B is a list of the documents relating to the Repairs of which the City has already been provided electronic copies. Promptly following the full signing of this MOA, FORA will exercise good faith and commercially reasonable efforts to provide the City with copies of available and appropriate records pertaining to the Repairs which have reasonably been requested by the City in writing.

7. **Parties' Representatives.** All work under this MOA shall be coordinated between the Parties through the City's Manager and FORA's Executive Officer.

8. **Reserved.**

9. **Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

10. **Termination.** If through any cause either Party fails to fulfill in a timely and proper manner its obligations under this MOA, or violates any of the terms or conditions of this MOA or applicable Federal or State laws and regulations, the non-breaching Party may terminate this MOA

upon seven (7) calendar days written notice to the breaching Party. In the event that the Repairs have not been completed within ten (10) years after the Effective Date of this MOA, then any funds remaining unexpended as of that date shall be distributed as follows: Twenty percent (20%) may be retained by the City and twenty percent (20%) shall be distributed to each of the County of Monterey and the Cities of Del Rey Oaks, Marina, and Monterey.

11. **Applicable Law.** This MOA shall be construed and interpreted under the laws of the State of California.

12. **Severability.** In the event any part of this MOA is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the MOA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

13. **Assignment.** Neither Party may assign this MOA or any part hereof, without written consent and prior approval of the other Party and any assignment without said consent shall be void and unenforceable.

14. **Amendment.** No amendment, modification, alteration or variation of the terms of this MOA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.

15. **Time of the Essence.** Time is of the essence for each and every provision of this MOA.

16. **Notices.** Any notice required or permitted under this MOA, shall be in writing and shall be deemed served on the date personally delivered or three (3) business days after being sent by certified mail, return receipt requested, addressed as follows, unless otherwise notified in writing of a change of address:

To the City: City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

w/ Email copy to cityattorney@ci.seaside.ca.us

To FORA: Executive Officer
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

17. **Authority.** Each Party represents and warrants to the other Party that it is authorized to execute, deliver and perform this MOA, and the terms and conditions hereof are valid and binding obligations of the Party making this representation.

18. **Compliance with Laws.** The Parties agree to comply with all applicable local, state and federal laws and regulations. The City further agrees to comply with all applicable public works contracting requirements.

19. **Venue.** Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Monterey County, California.

20. **Survival.** All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this MOA shall survive any such expiration or termination.

21. **Relationship of the Parties.** It is understood that this MOA is entered into by and between two public entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

22. **Third-Party Beneficiaries.** In order to provide a mechanism for enforcement of the City's obligations under this MOA after FORA's Termination Date, the County of Monterey is hereby made an intended third-party beneficiary of this MOA until recordation of the Notice of Completion referred to in Paragraph 5 hereinabove.

23. **Reserved.**

24. **Interpretation.** This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

25. **Counterparts.** This MOA may be signed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. The signature page of this MOA or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this MOA or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOA or any Amendment.

26. **Reserved.**

27. **Entire Agreement.** This MOA contains the entire understanding between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOA. There are no representations, agreements, arrangements or understandings, or written, between the Parties relating to the subject matter of this MOA which are not fully expressed herein.

[signatures appear on following page(s)]

The Parties have executed this MOA on the date(s) written below:

FORT ORD REUSE AUTHORITY

CITY OF MARINA

Joshua Metz
Executive Officer

Craig Malin
City Manager

Date: _____

Date: _____

ATTEST:

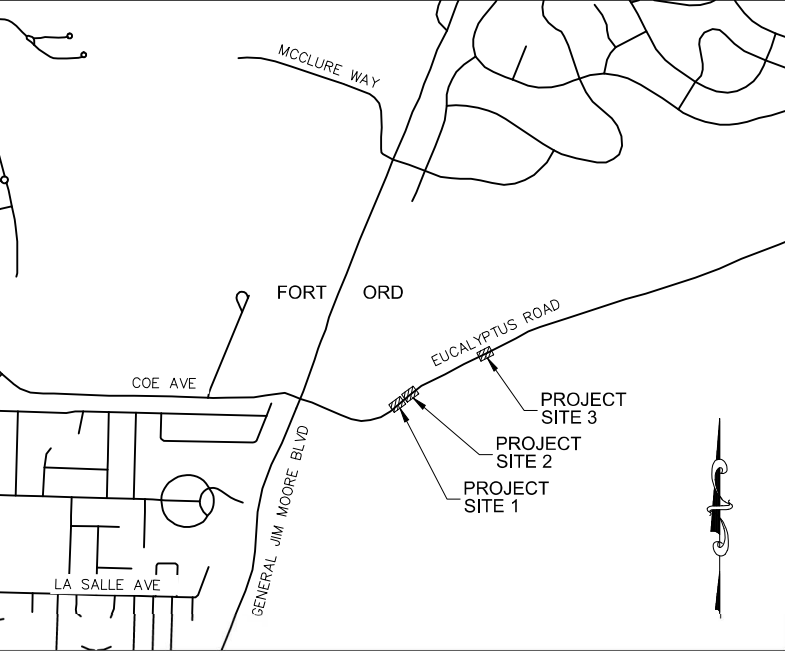
Clerk of the Board

City Clerk

APPROVED AS TO FORM:

Jon Giffen
Authority Counsel

Sheri Damon
City Attorney



LOCATION MAP
NOT TO SCALE

FORT ORD REUSE AUTHORITY EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS

CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

PROJECT CONTACT INFORMATION

OWNER:
SCOTT OTTMAR, PE
CITY OF SEASIDE
PHONE: (831) 899-6885
EMAIL: SOTTMAR@CI.SEASIDE.CA.US

CIVIL ENGINEER:
DAVID PEZZINI, PE
HARRIS & ASSOCIATES
PHONE: (831) 256-7620
EMAIL: DAVID.PEZZINI@WEAREHARRIS.COM

PROJECT MANAGER:
PETER SAID
FORT ORD REUSE AUTHORITY
PHONE: (831) 883-3672
EMAIL: PETER@FORA.ORG

CONSTRUCTION MANAGER:
DANA VAN HORN, PE
HARRIS & ASSOCIATES
PHONE: (831) 789-8670
EMAIL: DANA.VANHORN@WEAREHARRIS.COM

INDEX OF DRAWINGS

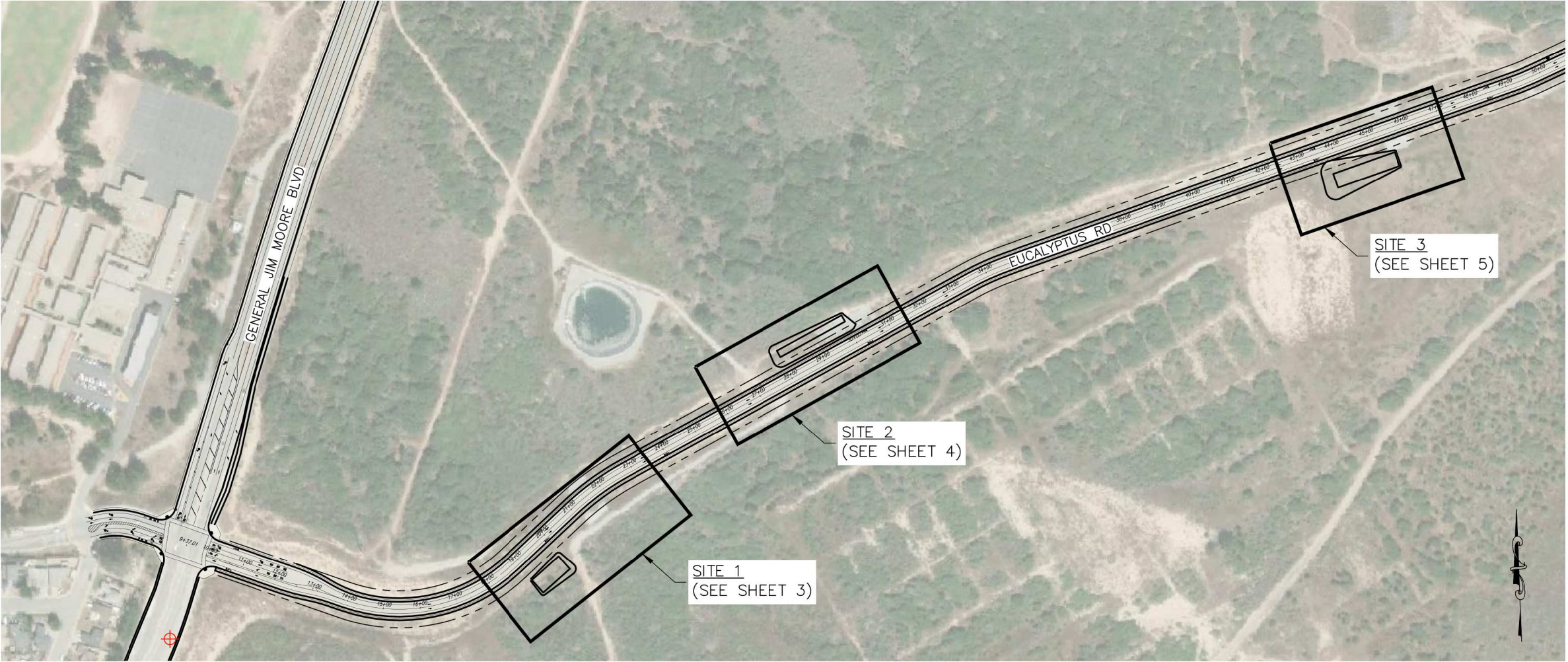
SHEET #	DRAWING #	DESCRIPTION
1	T-01	TITLE SHEET
2	N-01	NOTES AND ABBREVIATIONS
3	C-01	SITE 1 - PLAN AND PROFILE
4	C-02	SITE 2 - PLAN AND PROFILE
5	C-03	SITE 3 - PLAN AND PROFILE
6	CD-01	BIORETENTION BASIN CROSS SECTIONS
7	CD-02	CONSTRUCTION DETAILS
8	CD-03	STORMTECH MC-4500 DETAILS
9	EC-01	EROSION CONTROL PLAN

BENCHMARK

A MAGNETIC AND BRASS WASHER STAMPED "BESTOR ENGINEERS" SET IN THE EASTERN PAVED SHOULDER OF GENERAL JIM MOORE BLVD. APPROXIMATELY 260' SOUTHERLY OF THE CENTERLINE OF EUCALYPTUS ROAD. ELEVATION: 332.31 (NGVD29)

STANDARD PLANS

STATE OF CALIFORNIA, STANDARD PLANS FOR CONSTRUCTION, 2018 ISSUED BY CALIFORNIA DEPARTMENT OF TRANSPORTATION.



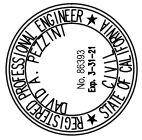
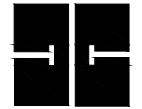
VICINITY MAP
NOT TO SCALE



Know what's below.
Call before you dig.

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT. DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF HARRIS & ASSOCIATES. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HARRIS & ASSOCIATES. THIS NOTICE SHALL BE BROUGHT TO THE NOTICE OF THE ENGINEER PRIOR TO THE START OF ANY WORK.



EUCALYPTUS ROAD INFILTRATION
UNIT REPAIRS
TITLE SHEET
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Date	Revisions	No.
1/24/2020		
Scale: AS SHOWN		
Design: DP		
Drawn: HW		
Approved:		
Job No: 1601201003		

DRAWING NUMBER:
T-01
SHEET NUMBER:
1 OF 9

Plotted - 1/24/2020 11:48:33 AM :: Saved - 1/24/2020 9:15:53 AM :: K:\Projects\Vert Ord Route Authority\Eucalyptus Road\12-CAD\DWG\p001_EUCALYPTUS.dwg :: Hilary Whelan

I. GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THESE PLANS.
- THE CONTRACTOR SHALL GIVE INSPECTORS, FIVE (5) WORKING DAYS ADVANCE NOTICE FOR INSPECTION SERVICES.
- ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED IN WRITING BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED ITEMS, REVISIONS SHALL BE ACCURATELY SHOWN ON REVISED PLANS.
- ALL STREET, SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO FORA.
- EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEATHED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT EXISTING IMPROVEMENTS WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEATHING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL COMPLETE NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CONDUIT TRENCH, AND/OR STRUCTURE IS FIVE (5) FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL PROVIDE SHEATHING, SHORING AND BRACING IN CONFORMANCE WITH THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL COMPLY WITH OSHA REQUIREMENTS AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE DUST CONTROL FOR THE PROJECT SITE AT ALL TIMES. THE SITE SHALL BE SPRINKLED AS NECESSARY TO PREVENT DUST NUISANCE. IN THE EVENT THE CONTRACTOR NEGLECTS TO USE ADEQUATE MEASURES TO CONTROL DUST, FORA RESERVES THE RIGHT TO TAKE WHATEVER MEASURES ARE NECESSARY TO CONTROL DUST AND CHARGE THE COST TO THE CONTRACTOR.
- DURING CONSTRUCTION, STREETS SHALL BE CLEANED AS OFTEN AS REQUIRED TO REMOVE ANY ACCUMULATION OF MUD AND DEBRIS RESULTING FROM THIS CONSTRUCTION.
- IF IMPORT OR EXPORT OF DIRT IS NECESSARY, THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE HAULING ROUTE(S) FROM CITY OF SEASIDE. HAULING ROUTE(S) SHALL NOT GO THROUGH CSUMB CAMPUS. CONTRACTOR TO COORDINATE WITH THE CITY OF SEASIDE. THE HAULING ROUTES SHALL BE STRICTLY ADHERED TO BY THE CONTRACTOR AND ALL SUBCONTRACTORS. DIRT HAULING PERMIT REQUIRED.
- ALL CONSTRUCTION STAKING SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR SPECIFIED IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY FORA'S PROJECT MANAGER, BEFORE PROCEEDING WITH THE WORK IN QUESTION.
- WHEN SPECIFICATIONS OR STANDARDS FROM DIFFERENT AUTHORITIES DIFFER FOR THE SAME SUBJECT MATTER, THE MORE STRINGENT SHALL GOVERN. IF THERE ARE ITEMS THAT CONTRADICT EACH OTHER IN THE BID DOCUMENTS AND THE CONTRACTOR DID NOT CLARIFY PRIOR TO THE BID, THEN THE STRICTER AND/OR BETTER QUALITY, SHALL APPLY.
- UPON SATISFACTORY COMPLETION OF THE WORK, THE ENTIRE WORK SITE SHALL BE CLEANED UP AND LEFT WITH A SMOOTH AND NEATLY GRADED SURFACE FREE OF CONSTRUCTION WASTE AND RUBBISH OF ANY NATURE OR ANYTHING LARGER THAN 3 INCHES BY THE CONTRACTOR. EXCLUDES LANDSCAPING & TREES NOT DESIGNATED FOR REMOVAL.
- CONTRACTOR SHALL COORDINATE WORK WITH MONTEREY BAY AIR RESOURCES DISTRICT (MBARD) PRIOR TO START. ALL WORK SHALL BE DONE IN COMPLIANCE WITH MBARD.
- CONSTRUCTION SHALL BE LIMITED TO BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M., MONDAY THRU FRIDAY. ANY DEVIATIONS FROM THIS SCHEDULE WILL REQUIRE APPROVAL 48 HOURS IN ADVANCE BY FORA.
- THE CONTRACTOR SHALL ERECT A TEMPORARY CONSTRUCTION FENCE ALONG THE PROJECT SITE TO SECURE THE SITE AS REQUIRED.
- IN ORDER TO MINIMIZE CONSTRUCTION NOISE IMPACTS, ALL ENGINE DRIVEN CONSTRUCTION VEHICLES, EQUIPMENT AND PNEUMATIC TOOLS SHALL BE REQUIRED TO USE EFFECTIVE INTAKE AND EXHAUST MUFFLERS; EQUIPMENT SHALL BE PROPERLY ADJUSTED AND MAINTAINED; ALL CONSTRUCTION EQUIPMENT SHALL BE EQUIPPED WITH MUFFLERS IN ACCORDANCE WITH OSHA STANDARDS. CONTRACTOR SHALL COMPLY WITH CITY OF SEASIDE NOISE ORDINANCE REQUIREMENTS AT ALL TIMES.
- THE CONTRACTOR SHALL NOTIFY FORA'S PROJECT MANAGER, IN WRITING, AT LEAST 48 HOURS PRIOR TO COMMENCING WORK OF ALL DIFFERENCES BETWEEN THE FIELD CONDITIONS AND THE DESIGN INDICATED ON THE PLANS. COMMENCEMENT OF THE RELATED WORK SHALL BE SUBJECT TO THE WRITTEN APPROVAL OF FORA BEFORE ALTERED WORK IS STARTED VIA REQUEST FOR INFORMATION OR CHANGE. UNAUTHORIZED WORK WILL BE AT THE CONTRACTOR'S RISK & EXPENSE AND MAY BE REQUIRED TO BE REPAIRED OR REPLACED IF NOT AUTHORIZED BY FORA, AT CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERVISOR ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY, AND CITY LAWS AND ORDINANCES, REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A., AND COMMISSION ON HEALTH AND SAFETY AND WORKER'S COMPENSATION RELATING TO SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL.
- THE STORING OF GOODS, EQUIPMENT AND/OR MATERIALS ON THE PUBLIC

SIDEWALK AND/OR A PUBLIC STREET SHALL NOT BE ALLOWED UNLESS A SPECIAL PERMIT IS ISSUED BY FORA OR FORA'S REPRESENTATIVE.

- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTION AND PERMITS, AND PROVIDE NOTICES REQUIRED BY THE CITY.

II. EXISTING CONDITIONS

- EXISTING TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS IS BASED ON RECORD DOCUMENTS, AERIAL PHOTOGRAPHY, AND SUPPLEMENTAL TOPOGRAPHY BY WHITSON ENGINEERS.
- CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS AND CONDUCT FIELD INVESTIGATIONS AS REQUIRED TO VERIFY EXISTING CONDITIONS AT THE PROJECT SITE.
- INFORMATION REGARDING EXISTING SUBSURFACE IMPROVEMENTS AND UTILITIES SHOWN ON THESE PLANS WAS TAKEN FROM RECORD DATA KNOWN TO THE DESIGN ENGINEER AND IS NOT MEANT TO BE A FULL CATALOG OF EXISTING CONDITIONS. CONTRACTOR SHALL CONDUCT FIELD INVESTIGATIONS AS REQUIRED TO VERIFY THE LOCATION, SIZE, AND ELEVATION OF ALL EXISTING SUBSURFACE IMPROVEMENTS AND UTILITIES (WHETHER SHOWN ON THESE PLANS OR NOT) PRIOR TO THE COMMENCEMENT OF WORK. CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD AND INFORMATION SHOWN ON THESE PLANS.
- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THOSE SPECIFICALLY SHOWN ON PLANS ARE APPROXIMATE LOCATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT LOCATION AND DEPTH OF UTILITIES THROUGH POTHOLING IN THE FIELD.
- CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 AT LEAST 48 HOURS BEFORE ANY EXCAVATION OR GRADING WORK.
- IF THE CONTRACTOR FAILS TO INVESTIGATE KNOWN OR UNKNOWN EXISTING SUBSURFACE IMPROVEMENTS PRIOR TO ANY CONSTRUCTION ACTIVITIES AND UNFORESEEN CONDITIONS ARISE, ALL COSTS AND SCHEDULE IMPACTS WILL BE BORNE BY THE CONTRACTOR.
- MUNITIONS AND EXPLOSIVES OF CONCERN (MEC) MAY BE OBSERVED AT THE WORK SITE DURING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL STOP ALL CONSTRUCTION ACTIVITIES IF MEC OR MEC-LIKE ITEMS ARE OBSERVED. PLEASE REFER TO SPECIFICATION SECTION 01 14 00 FOR MEC WORK RESTRICTIONS.

III. UTILITIES

- CONTRACTOR SHALL MAKE ARRANGEMENTS AT LEAST THREE (3) WORKING DAYS IN ADVANCE WITH APPROPRIATE UTILITY COMPANIES PRIOR TO ANY DISCONNECTION, ABANDONMENT OF, OR WORK WITH THE LINES AND APPURTENANT STRUCTURES OF THE UTILITIES LISTED BELOW:

STORM DRAIN	- CITY OF SEASIDE
SANITARY SEWER	- MCWD
WATER	- MCWD
ELECTRICAL	- PG&E
TELEPHONE	- AT&T
GAS	- PG&E

IV. ABANDONMENT OF EX UTILITY PIPES AND/OR CONDUITS

- EXISTING UTILITY PIPES AND/OR CONDUIT TO BE CAPPED AND ABANDONED IN PLACE WHERE NOTED.
- ABANDON EXISTING INFILTRATION UNITS BY FILLING IN WITH A MIXTURE OF 3-SACK CEMENT AND APPROVED EXCAVATED MATERIAL FROM THE NEAREST BIORETENTION BASIN AREA.

V. SEDIMENTATION AND POLLUTION CONTROL

- CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP), WASTE DISCHARGER IDENTIFICATION (WDID) NUMBER 3 27C361618, APPROVED ON AUGUST 05, 2011.
- CONTRACTOR SHALL HIRE A QUALIFIED SWPPP PRACTITIONER (QSP) TO IMPLEMENT ALL PHASES OF THE PROJECT UNDER THE SWPPP INCLUDING, BUT NOT LIMITED TO, UPDATING THE SWPPP AS NECESSARY, SUBMITTING THE NOTICE OF INTENT (NOI), NOTICE OF TERMINATION (NOT), SAMPLING AND MONITORING, AND REPORTING MONITORING REPORTS TO THE REGIONAL WATER QUALITY CONTROL BOARD. PROVIDE QSP CERTIFICATE TO FORA.
- A COPY OF THE SWPPP SHALL REMAIN ON-SITE THROUGHOUT CONSTRUCTION.
- CONTRACTOR SHALL IMPLEMENT ALL SEDIMENTATION AND POLLUTION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLANS AND DETAILS INCLUDED IN THESE IMPROVEMENT PLANS.
- ALL FINES IMPOSED AND REPAIRS REQUIRED FOR NOT FOLLOWING THE SWPPP SHALL BE PAID BY THIS CONTRACTOR.

VI. RECORD DRAWINGS

- THE RECORD DRAWING SHALL BE "REDLINED" ON A SET OF CONSTRUCTION PRINTS AND INDICATE THE FOLLOWING:
 - IDENTIFY LOCATION, SIZE, MATERIAL AND TYPE OF UTILITY THAT WAS ABANDONED OR LEFT IN PLACE AND THE CONDITION THEREOF.
 - NOTE THE LOCATION AND ELEVATION (OR APPROXIMATE DEPTH RELATIVE TO FINISH GRADE) OF ANY EXISTING UTILITIES.

- CONTRACTOR SHALL DELIVER REDLINED PRINTS TO THE DESIGN ENGINEER WITH A COPY TO FORA.
- THE DESIGN ENGINEER INCORPORATES CONTRACTOR'S INFORMATION INTO RECORD DRAWINGS AND SUBMITS THEM TO FORA.

VII. STATEMENT OF RESPONSIBILITY

- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY FORA & ITS REPRESENTATIVES AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND CITY LAWS AND ORDINANCES; AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND INDUSTRIAL ACCIDENT COMMISSION RELATING TO SAFETY AND CHARACTER OF WORK EQUIPMENT AND LABOR PERSONNEL.

VIII. UNAUTHORIZED CHANGES AND USES

- THE DESIGN ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- EUCALYPTUS ROAD IS CURRENTLY CLOSED TO THE PUBLIC VEHICULAR TRAFFIC BUT PEDESTRIANS AND BICYCLISTS USE THE ROAD. CONTRACTOR SHALL KEEP ROADWAY CLEAR OF DEBRIS AND OTHER HAZARDS TO PEDESTRIANS AND BICYCLISTS.
- STAGING AREA IS LIMITED TO 150 FEET FROM EDGE OF EUCALYPTUS ROAD TO THE UNPAVED AREAS. NO MORE THAN ½ OF EUCALYPTUS ROAD CAN BE USED AS A STAGING AREA. STAGING AREA IS LIMITED TO 20 FEET EAST AND WEST OF THE FINAL GRADES NOTED ON THE DRAWINGS.

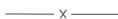
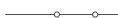
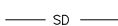
IX. PROJECT NOTES

- PROJECT MUST COMPLY WITH THE CITY OF SEASIDE MUNICIPAL CODE CHAPTER 15.34 "DIGGING AND EXCAVATION ON THE FORMER FORT ORD". THE PROGRAMMATIC ON-CALL CONSTRUCTION SUPPORT PLAN (CSP), ROADWAYS AND UTILITIES, SEASIDE MUNITIONS RESPONSE AREA (11/05/19), OR UPDATED VERSION THEREOF, IS INTENDED TO SUPPORT SEASIDE'S DIGGING AND EXCAVATION ORDINANCE CONSTRUCTION SUPPORT REQUIREMENTS FOR INTRUSIVE ACTIVITIES RELATED TO ROADWAY AND UTILITY PROJECTS TO ENSURE EACH EVENT DISTURBING 10 CUBIC YARDS OR MORE OF SOIL IS (1) COORDINATED WITH A UNEXPLODED ORDNANCE (UXO) SUPPORT CONTRACTOR, AS REQUIRED, AND (2) IN ACCORDANCE WITH RIGHT-OF-ENTRY AGREEMENTS, RIGHT-OF-WAY AGREEMENTS, PROPERTY DEEDS, AND CITY OF SEASIDE COVENANT TO RESTRICT USE OF PROPERTY (CRUP). ALL REQUIREMENTS AND REPORTING AS DEFINED IN THE PROGRAMMATIC ON-CALL CSP MUST BE COMPLIED WITH DURING ALL STAGES OF CONSTRUCTION.

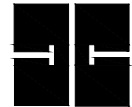
ABBREVIATIONS

AB	AGGREGATE BASE	GB	GRADE BREAK
AC	ASPHALT CONCRETE	GV	GAS VALVE
ADA	AMERICANS WITH DISABILITIES ACT	HDPE	HIGH DENSITY POLYETHYLENE
AVE	AVENUE	HMA	HOT MIX ASPHALT
BC	BEGIN CURVE / BACK OF CURB	HP	HIGH POINT
BW	BACK OF WALK	IP	INCHES
C&G	CONCRETE CURB & GUTTER	INV	INVERT
CB	CATCH BASIN	IR	IRON PIPE
CL	CENTERLINE	JT	JOINT TRENCH
CLR	CLEAR	LF	LINEAR FEET
CMP	CORRUGATED METAL PIPE	LN	LANE
CONC.	CONCRETE	LT	LEFT
CONF	CONFORM	MAX.	MAXIMUM
CONT.	CONTINUOUS	MIN.	MINIMUM
CR	CURB RETURN / CURB RAMP	MON	MONUMENT
CY	CUBIC YARD	(N)	NEW
DI	DRAINAGE INLET	NF	NOT FOUND
DIA., Ø	DIAMETER	N.I.C.	NOT IN CONTRACT
DIM	DIMENSION	N.T.S.	NOT TO SCALE
DR	DRIVE	O.C.	ON CENTER
DS	DOWNSTREAM	OG	ORIGINAL GRADE
DWG.	DRAWING	PB	PULL BOX
DWY/DW	DRIVEWAY	PCC	PORTLAND CEMENT CONCRETE
EA	EACH	PG&E	PACIFIC GAS AND ELECTRIC
EG	EXISTING GRADE	P/L	PROPERTY LINE
EP	EDGE OF PAVEMENT	PVC	POLYVINYL CHLORIDE
EX, EXIST, (E)	EXISTING	R	RADIUS
FG	FINISHED GRADE	ROW / R/W	RIGHT OF WAY
FH	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE
FL	FLOWLINE	RD	ROAD
FOC	FACE OF CURB	RET	RETAINING
FO	FIBER OPTIC	R&R	REMOVE AND REPLACE
FT	FEET	RR	RAILROAD
G	GAS	RT	RIGHT
		S	SLOPE

LEGEND

	EXISTING INFILTRATION UNIT
	EXISTING ELECTRICAL SERVICE
	EXISTING ELECTRICAL BOXES
	EXISTING FENCE
	EXISTING SILT FENCE
	EXISTING UTILITY POLE
	EXISTING PG&E TOWER
	EXISTING STORM DRAIN MANHOLE
	EXISTING STORM DRAIN INLET
	EXISTING STORM DRAIN PIPE
	PROPOSED STORM DRAIN PIPE

HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901



EUCALYPTUS ROAD INFILTRATION

UNIT REPAIRS

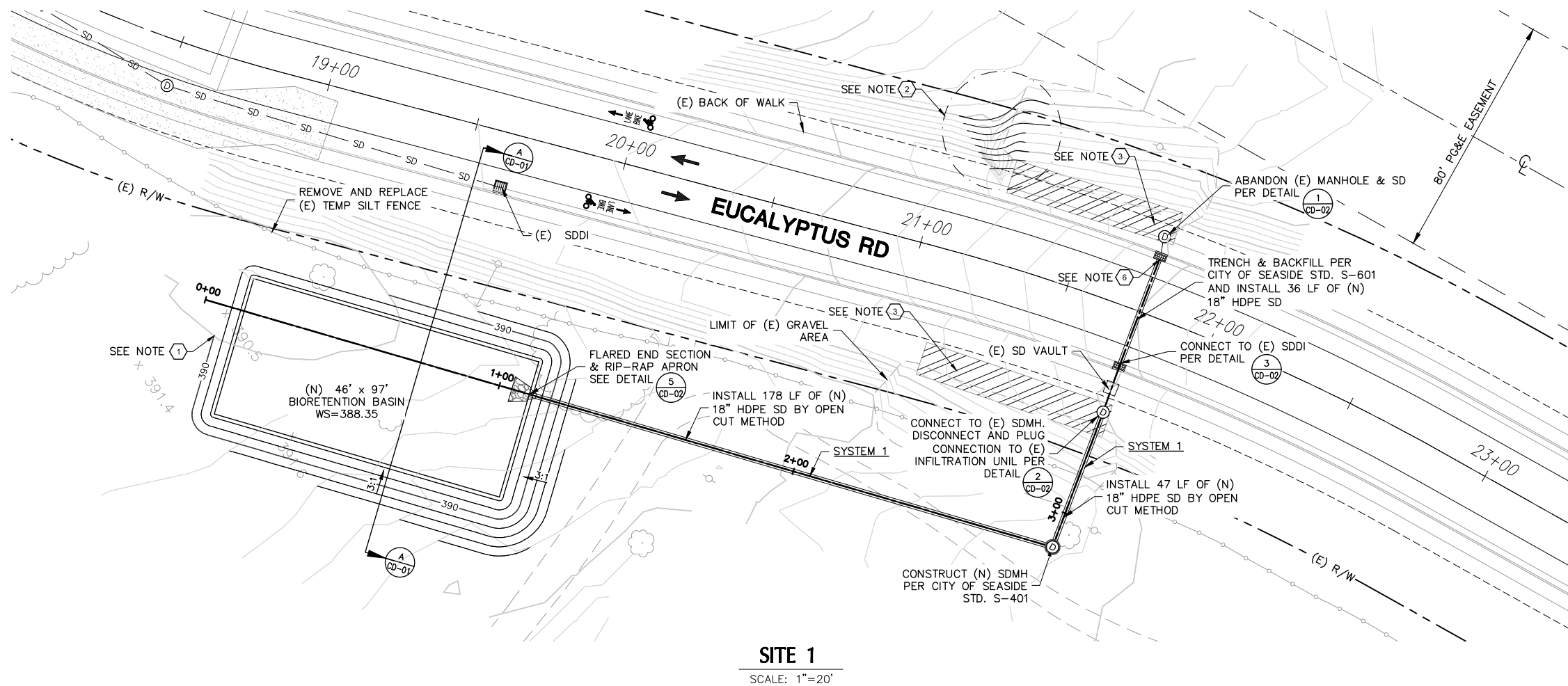
NOTES AND ABBREVIATIONS

CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Revisions		No	
Date: 1/24/2020	Scale: NOT TO SCALE	Design: DP	Drawn: HW
		Approved:	Job No: 1601201003
DRAWING NUMBER: N-01			
SHEET NUMBER: 2 OF 9			

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

Plotted - 1/24/2020 11:46:04 AM :: Saved - 1/24/2020 8:22:40 AM :: K:\Projects\Fort Ord Reuse Authority\Eucalyptus Road\12-0100\Drawings\CD-01.dwg :: Henry Whelan



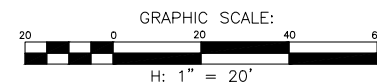
CONSTRUCTION NOTES:

- 1 LIMIT OF WORK. GRADE TO MATCH EXISTING GROUND
- 2 REPAIR ERODED AREA BY FILLING WITH SOIL, COMPACTED TO 90% RELATIVE COMPACTION. SLOPE SHALL BE 3:1 MIN.
- 3 ABANDON EXISTING INFILTRATION UNITS BY FILLING THE UNITS WITH A 3-SACK SAND-CEMENT SLURRY. EXCAVATED MATERIAL MAY BE USED WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
- 4 CAUTION: OVERHEAD LINES
- 5 REMOVE EXISTING VEGETATION AND DISC GROUND PRIOR TO GRADING.
- 6 DISCONNECT AND PLUG EXISTING STORM DRAIN CONNECTION AND CONNECT NEW STORM DRAIN PER DETAIL

DIRT QUANTITIES:

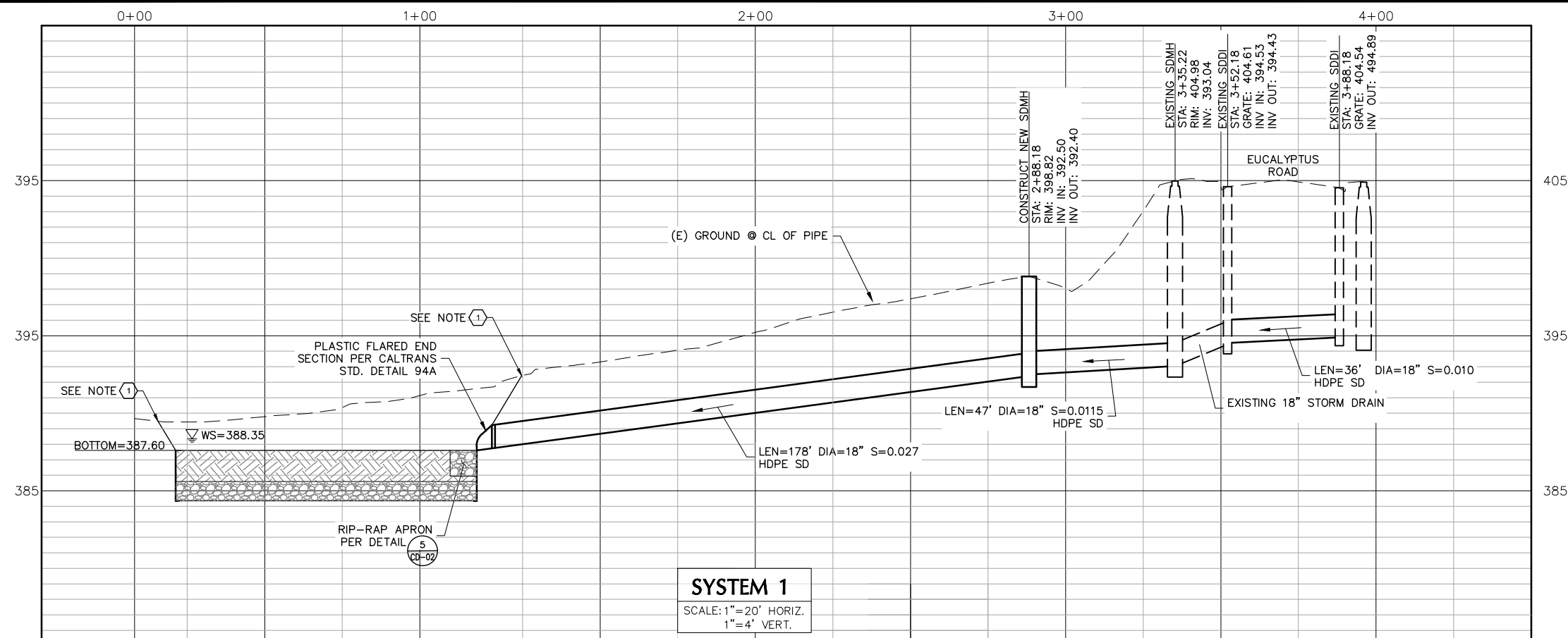
CUT = 820 CY
FILL = 0 CY

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSURE UNTIL CONTRACT IS FULLY OBTAINED.



SITE 1

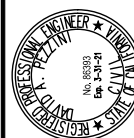
SCALE: 1"=20'



SYSTEM 1

SCALE: 1"=20' HORIZ.
1"=4' VERT.

HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901



**EUCALYPTUS ROAD INFILTRATION
UNIT REPAIRS**
SITE 1 - PLAN AND PROFILE
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

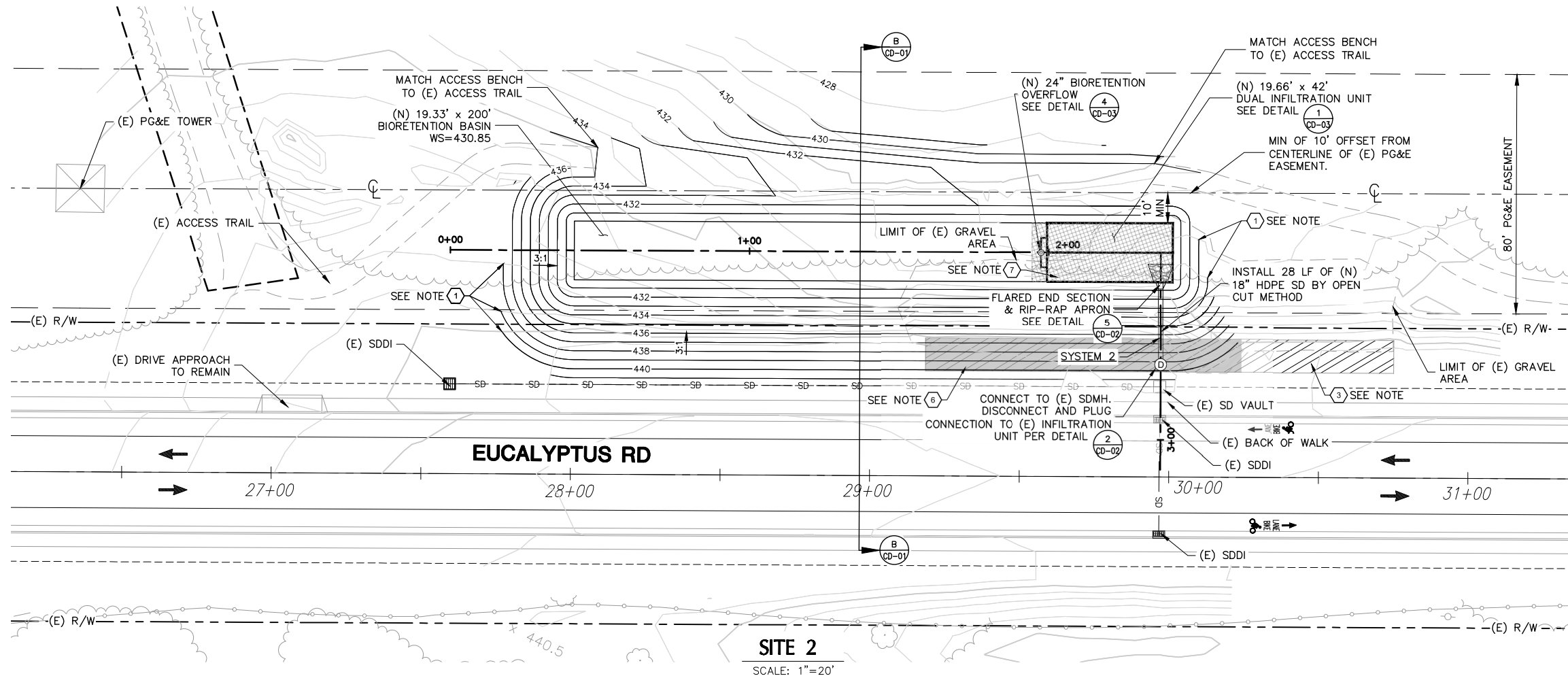
Revisions	No.	Date	By	Check

DATE: 1/24/2020
SCALE: 1"=20'
DESIGN: DP
DRAWN: HW
APPROVED: [Signature]
JOB NO: 1601201003

DRAWING NUMBER:
C-01

SHEET NUMBER:
3 OF 9

Plotted - 1/24/2020 11:46:10 AM :: Saved - 1/24/2020 8:52:40 AM :: K:\Projects\Vert. Ord. Reuse Authority\Eucalyptus Road\12-0100\Drawings\DWG.dwg :: Hilary Whelan



CONSTRUCTION NOTES:

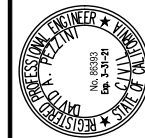
- 1 LIMIT OF WORK, GRADE TO MATCH EXISTING GROUND
- 2 REPAIR ERODED AREA BY FILLING WITH SOIL, COMPACTED TO 90% RELATIVE COMPACTION. SLOPE SHALL BE 3:1 MIN.
- 3 ABANDON EXISTING INFILTRATION UNITS BY FILLING THE UNITS WITH A SAND SLURRY. EXCAVATED MATERIAL MAY BE WITH A MIXTURE OF 3-SACK CEMENT IS ALLOWED WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
- 4 CAUTION: OVERHEAD LINES
- 5 REMOVE EXISTING VEGETATION AND DISC GROUND PRIOR TO GRADING.
- 6 REMOVE (E) INFILTRATION UNIT AS NECESSARY FOR GRADING OF BASIN. CONTRACTOR SHALL PROVIDE A MINIMUM OF 3' OF COVER OVER EXISTING INFILTRATION UNITS TO ALLOW FOR INFILTRATION UNIT ABANDONMENT.
- 7 DO NOT DRIVE ON THE AREA OVER PROPOSED INFILTRATION UNITS.

DIRT QUANTITIES:

CUT = 1,070 CY
FILL = 152 CY

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

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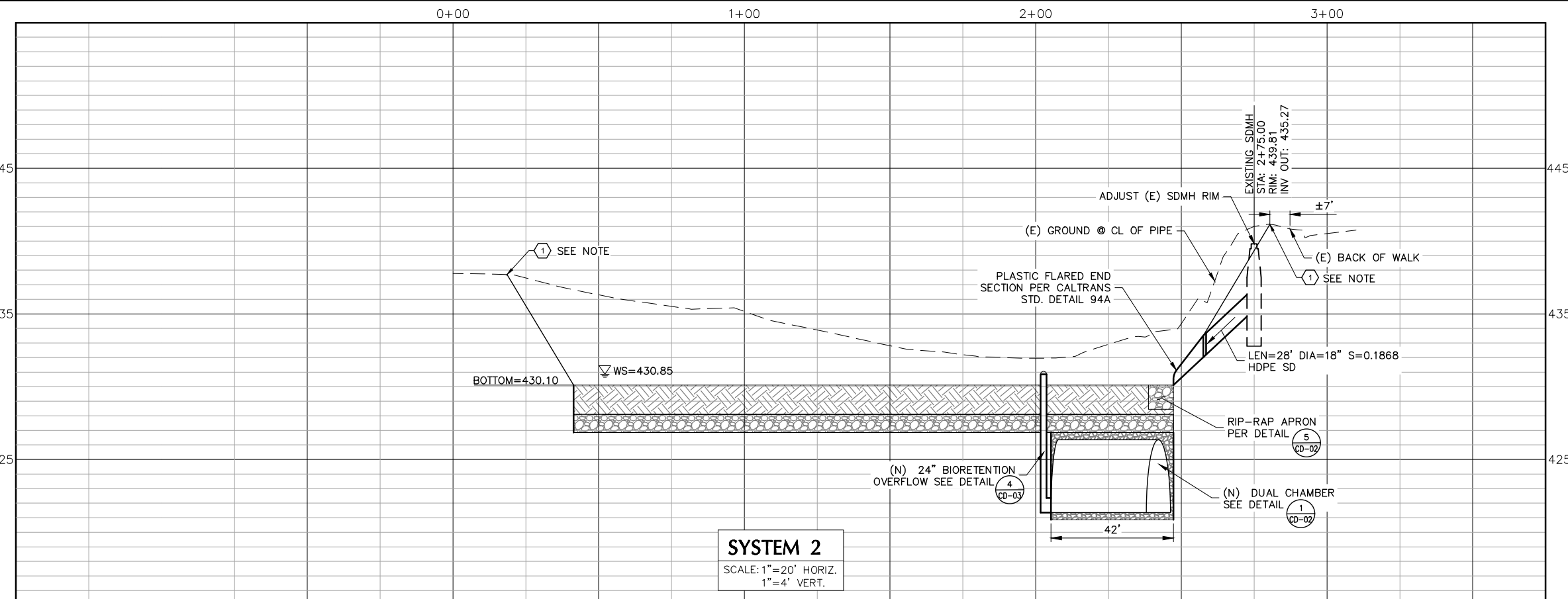


**EUCALYPTUS ROAD INFILTRATION
UNIT REPAIRS**
SITE 2 - PLAN AND PROFILE
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Revisions	No.	Date	By	Check

DATE: 1/24/2020
SCALE: 1"=20'
DESIGN: DP
DRAWN: HW
APPROVED:
JOB NO: 1601201003

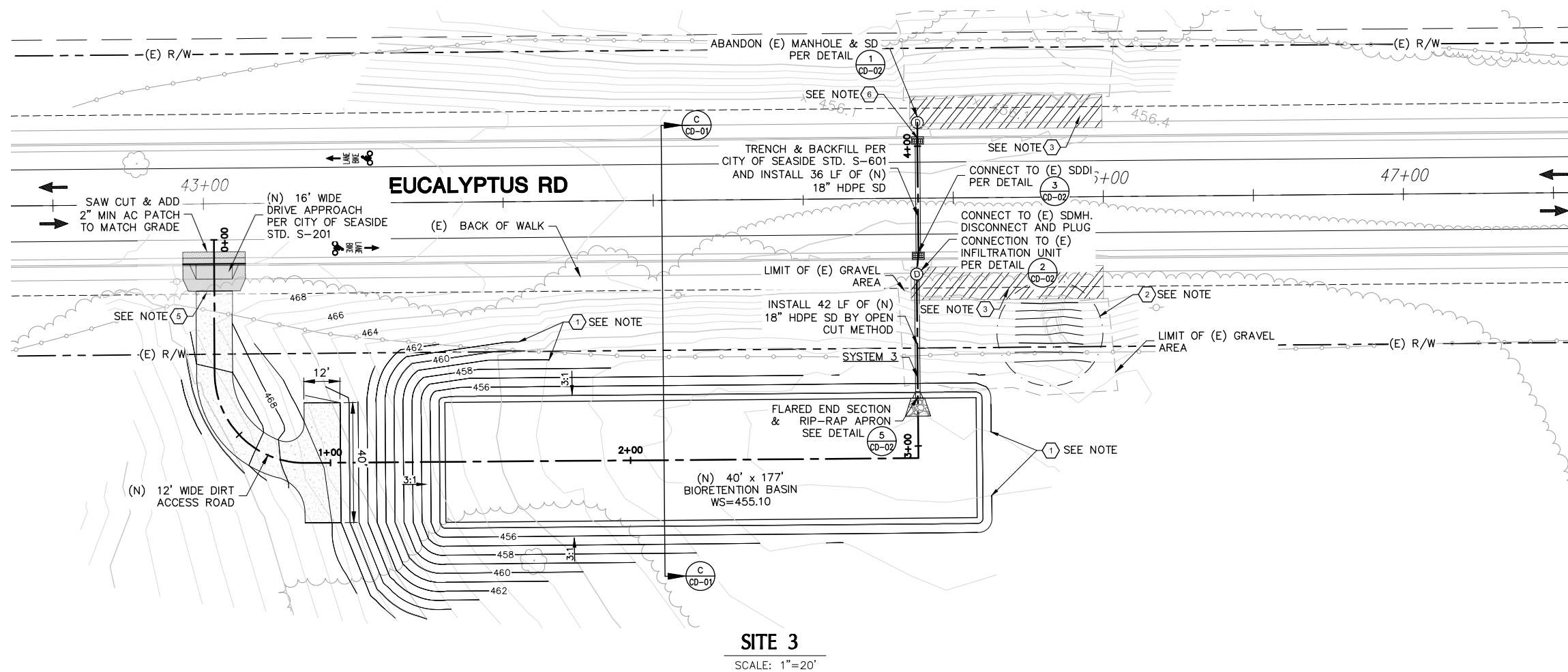
DRAWING NUMBER:
C-02
SHEET NUMBER:
4 OF 9



SYSTEM 2

SCALE: 1"=20' HORIZ.
1"=4' VERT.

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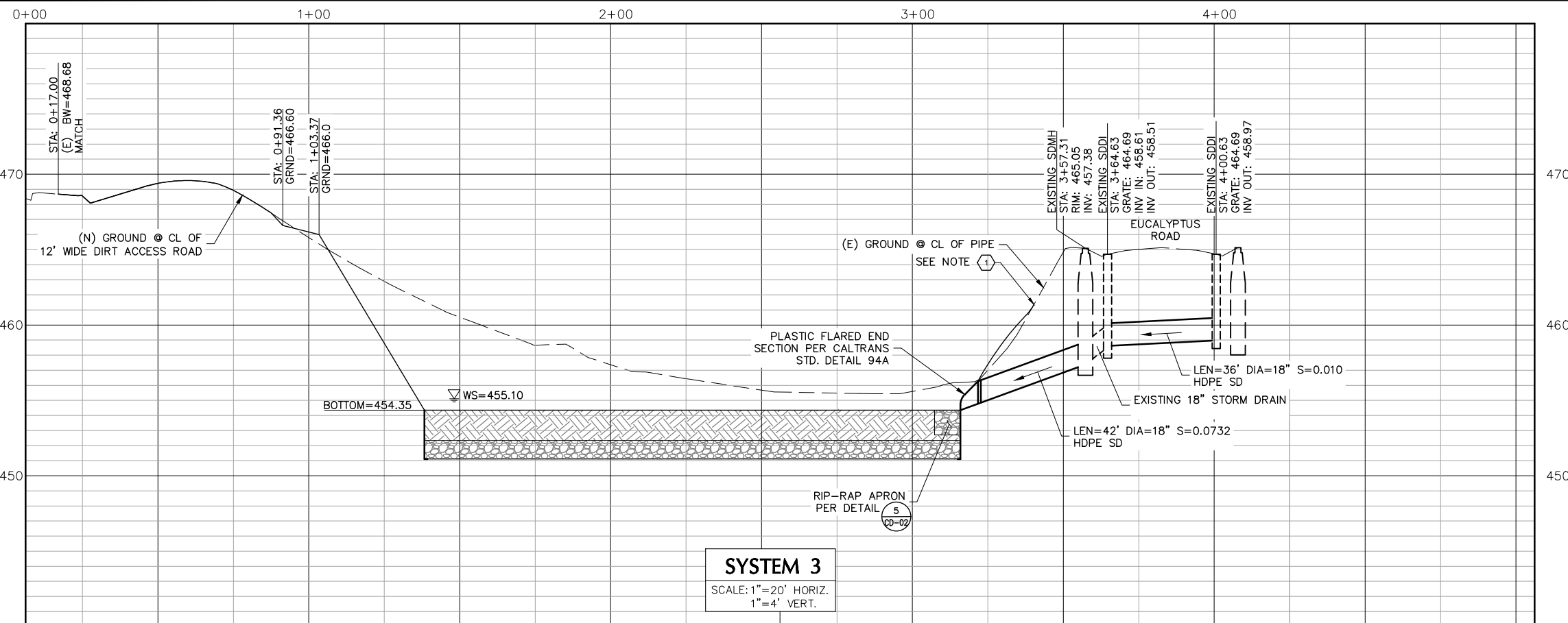
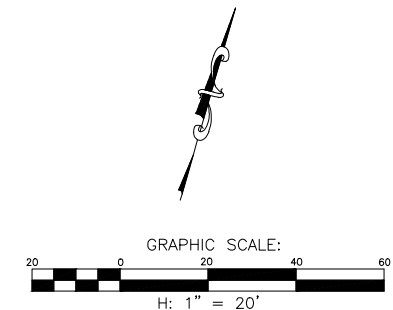
CONSTRUCTION NOTES:

- 1 LIMIT OF WORK. GRADE TO MATCH EXISTING GROUND
- 2 REPAIR ERODED AREA BY FILLING WITH SOIL, COMPACTED TO 90% RELATIVE COMPACTION. SLOPE SHALL BE 3:1 MIN.
- 3 ABANDON EXISTING INFILTRATION UNITS BY FILLING THE UNITS WITH A SAND SLURRY. EXCAVATED MATERIAL MAY BE WITH A MIXTURE OF 3-SACK CEMENT IS ALLOWED WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
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- 6 DISCONNECT AND PLUG EXISTING STORM DRAIN CONNECTION AND CONNECT NEW STORM DRAIN PER DETAIL

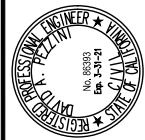
DIRT QUANTITIES:

CUT = 1,427 CY
FILL = 22 CY

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.



HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901



**EUCALYPTUS ROAD INFILTRATION
UNIT REPAIRS**
SITE 3 - PLAN AND PROFILE
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Revisions			
No.	Date	Description	By
1	1/24/2020	Scale: 1"=20'	DP
2		Drawn: HW	
3		Approved:	
Job No: 1601201003			

DRAWING NUMBER:
C-03
SHEET NUMBER:
5 OF 9

SITE 1: SECTION A

SCALE: 1"=10' HORIZ.
1"=2' VERT.

EUCALYPTUS RD.

(E) GROUND

GRADE TO MATCH (E) GROUND

3 MIN
1

24"
15"

46'

WS=388.35
BOTTOM=387.60

IMPERMEABLE MEMBRANE
30ML HDPE (OR) PVC

GRADE TO MATCH (E) GROUND

SITE 3: SECTION C

SCALE: 1"=10' HORIZ.
1"=2' VERT.

EUCALYPTUS RD.

(E) GROUND

GRADE TO MATCH (E) GROUND

3 MIN
1

24"
15"

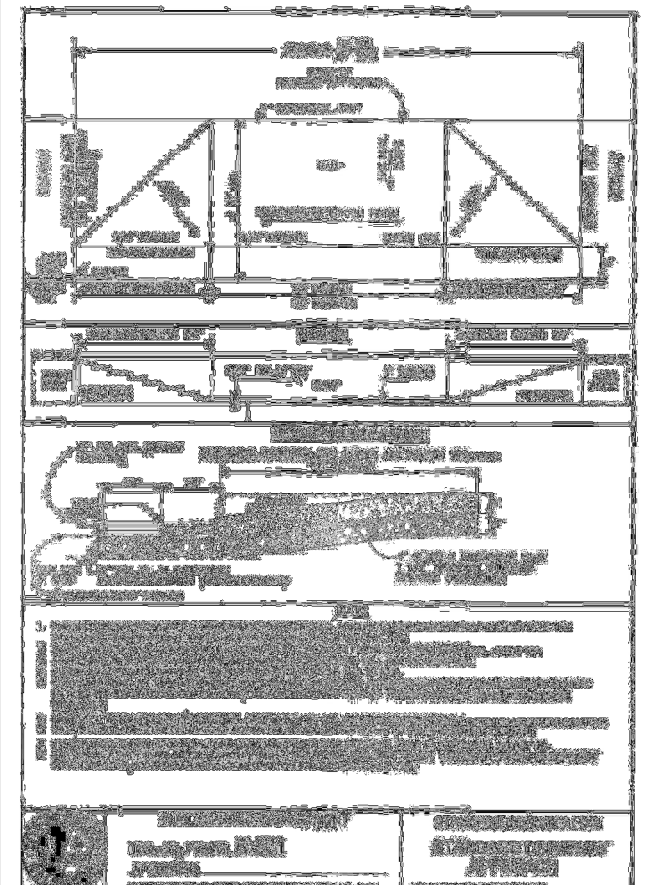
40'

WS=455.10
BOTTOM=454.35

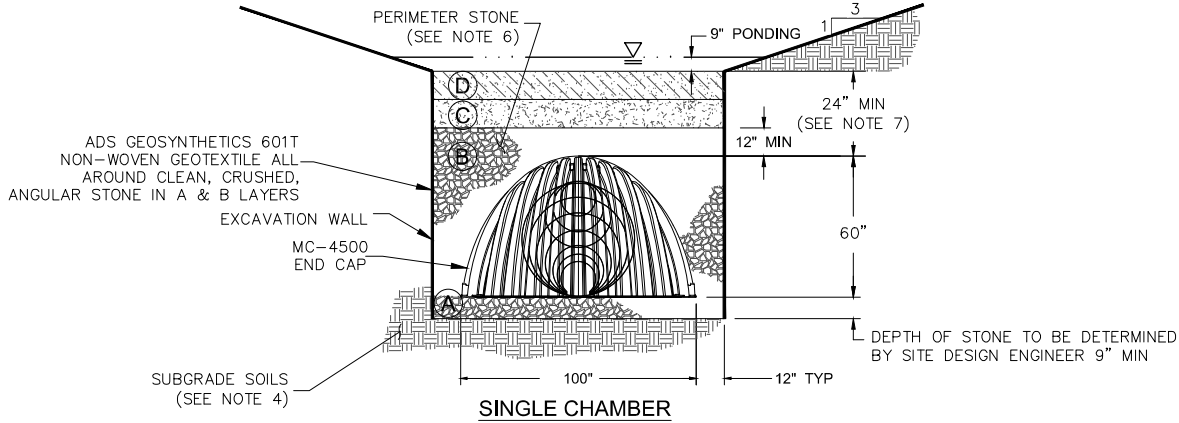
IMPERMEABLE MEMBRANE
30ML HDPE (OR) PVC

GRADE TO MATCH (E) GROUND

Date: 1/24/2020 Scale: AS SHOWN		No.		Revisions	
Design: DP					
Drawn: HW					
Approved:					
Job No: 1601201003					
DRAWING NUMBER: CD-01					
SHEET NUMBER: 6 OF 9					



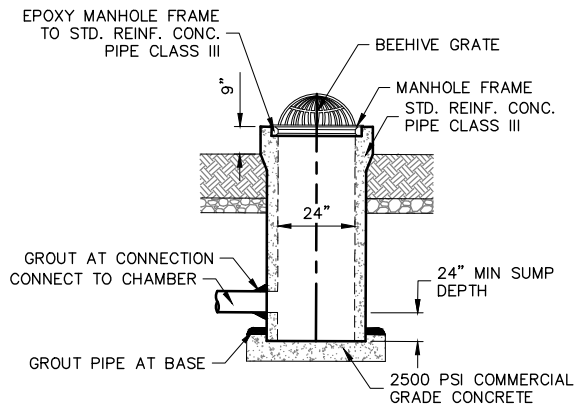
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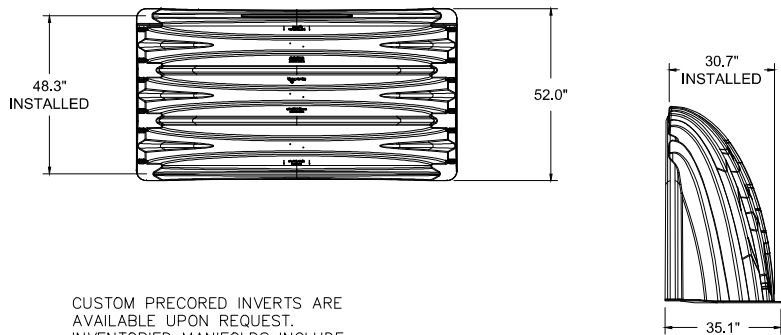
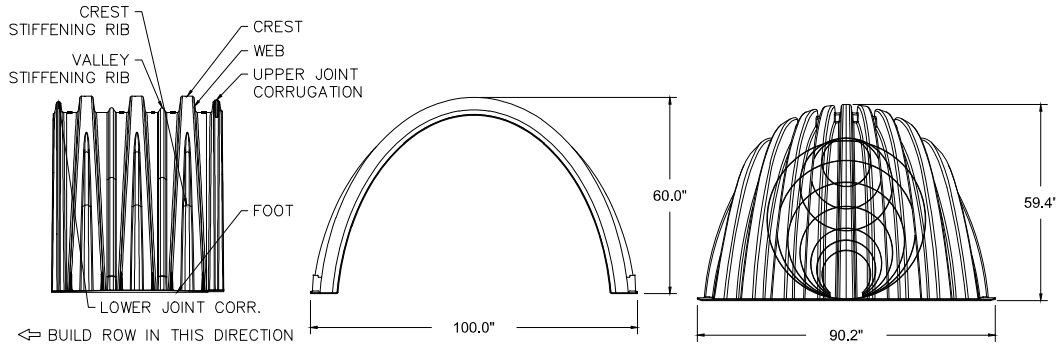
NOTES:

- MC-4500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- MC-4500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
- TO BOTTOM OF FLEXIBLE PAVEMENT. FOR UNPAVED INSTALLATIONS WHERE RUTTING FROM VEHICLES MAY OCCUR, INCREASE COVER TO 30".

1 MC-4500 OR APPROVED EQUAL CROSS SECTION



4 BIO RETENTION OVERFLOW



CUSTOM PRECORED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-4500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

3 TECHNICAL SPECIFICATIONS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE UNPAVED FINISHED GRADE ABOVE	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER.	AASHTO M145 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43 ¹ 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2 3}

NOTE:

- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTIONED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
- WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.

2 STORMTECH ACCEPTABLE FILL MATERIALS

NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	100.0" X 60.0" X 48.3"
CHAMBER STORAGE	106.5 CUBIC FEET
MINIMUM INSTALLED STORAGE*	162.6 CUBIC FEET
WEIGHT	130.0 lbs.

NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	90.2" X 59.4" X 30.7"
END CAP STORAGE	35.7 CUBIC FEET
MINIMUM INSTALLED STORAGE*	108.7 CUBIC FEET
WEIGHT	135.0 lbs.

*ASSUMES 12" STONE ABOVE, 9" STONE FOUNDATION AND BETWEEN CHAMBERS, 12" STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

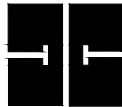
STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B" STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T" END CAPS WITH A WELDED CROWN PLATE END WITH "C" END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC4500REPE06T		42.54"	---
MC4500REPE06B	6"	---	0.86"
MC4500REPE08T		40.50"	---
MC4500REPE08B	8"	---	1.01"
MC4500REPE10T		38.37"	---
MC4500REPE10B	10"	---	1.33"
MC4500REPE12T		35.69"	---
MC4500REPE12B	12"	---	1.55"
MC4500REPE15T		32.72"	---
MC4500REPE15B	15"	---	1.70"
MC4500REPE18T		29.36"	---
MC4500REPE18TW		---	---
MC4500REPE18BC	18"	---	1.97"
MC4500REPE18BW		---	---
MC4500REPE24TC		23.05"	---
MC4500REPE24TW		---	---
MC4500REPE24BC	24"	---	2.26"
MC4500REPE24BW		---	---
MC4500REPE30BC	30"	---	2.95"
MC4500REPE36BC	36"	---	3.25"
MC4500REPE42BC	42"	---	3.55"

NOTE: ALL DIMENSIONS ARE NOMINAL

NOTE: STORM CHAMBERS SHALL BE STORMTECH MC-4500 OR APPROVED EQUAL.

HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901



EUCALYPTUS ROAD INFILTRATION

UNIT REPAIRS

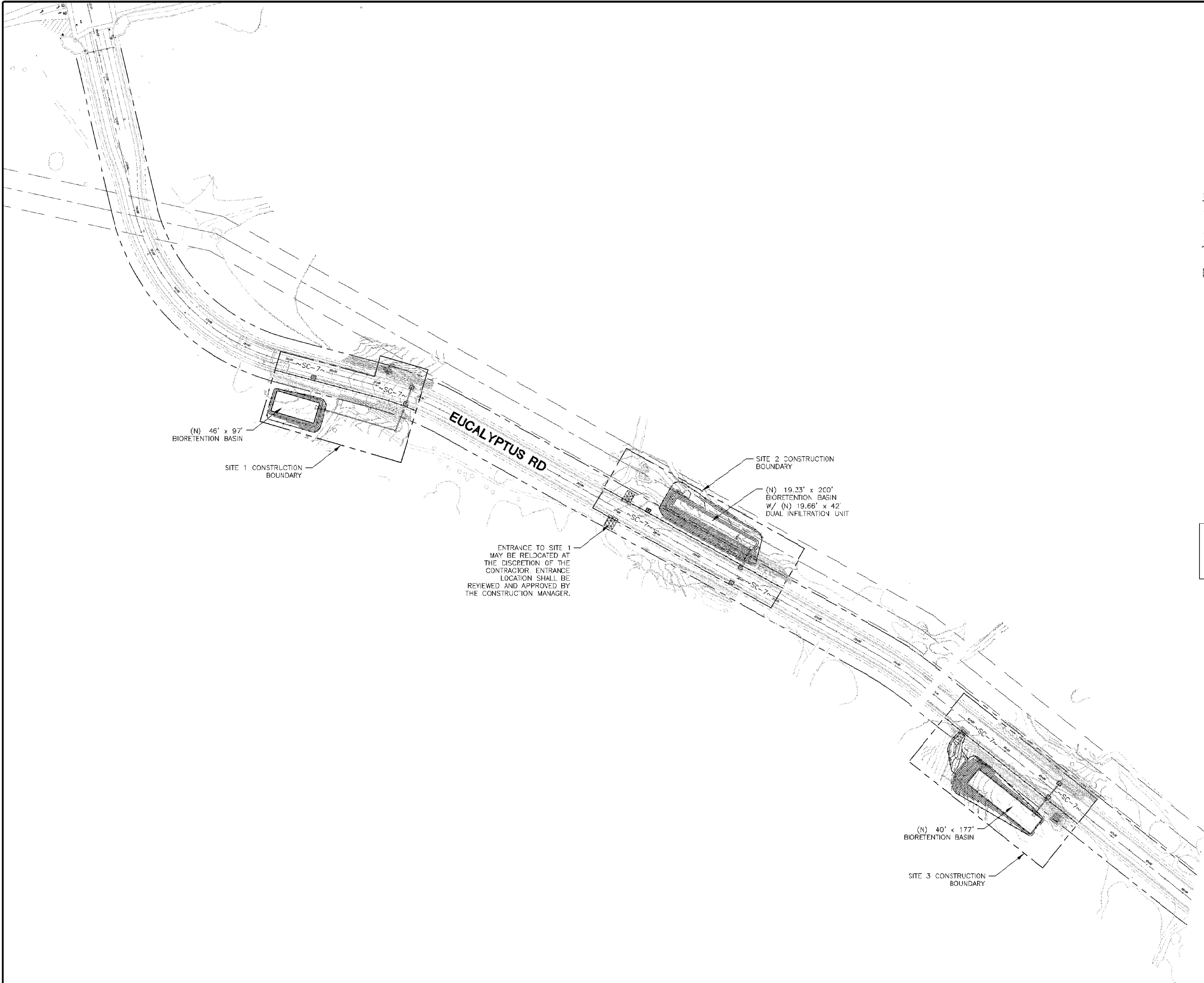
STORMTECH MC-4500 DETAILS

CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Revisions	No.	Date	Scale	Design	Drawn	Approved

DRAWING NUMBER:
CD-03
SHEET NUMBER:
8 OF 9

Plotted - 1/6/2020 11:35:15 AM :: Saved - 1/6/2020 10:54:18 AM :: K:\Projects\Fort Ord Reuse Authority\Eucalyptus Road\12-CADD\Draw\IP\EROSION.dwg :: Hilary Whelan



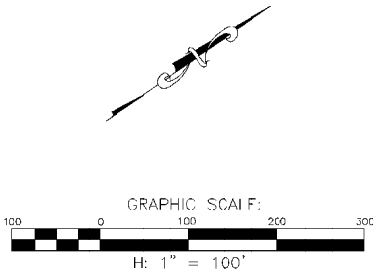
LEGEND:

SYMBOL	CALTRANS BMP #	DESCRIPTION
	SC-1, SC-5, SC-6	FIBER ROLLS
	SC-1	SILT FENCE
	SC-7	STREET SWEEPING
	SC-10	INLET PROTECTION
	SC-10	STABILIZED CONSTRUCTION ENTRANCE/EXIT OR TIRE WASH

EROSION CONTROL NOTES:

1. EROSION CONTROL BMP'S SHOWN ON THIS PLAN ARE REPRESENTATIVE OF THE INTENT OF EROSION CONTROL PROTECTIVE MEASURES. INSTALLATION, LOCATION AND FREQUENCY OF BMP'S SHALL FOLLOW THE RECOMMENDATIONS OF THE CALTRANS BMP MANUAL AND SOUND JUDGEMENT.
2. UNDERGROUND INFILTRATION CHAMBERS: INSTALL SILT FABRIC ON THE CATCH BASIN IMMEDIATELY UPSTREAM OF INFILTRATION CHAMBERS SO THAT SEDIMENT DOES NOT ENTER CHAMBERS DURING CONSTRUCTION. REMOVE PLUG AFTER SITE HAS BEEN STABILIZED, AND NOT UNTIL WRITTEN APPROVAL BY THE ENGINEER IS RECEIVED.
3. IMMEDIATELY PRIOR TO THE FINAL CONTRACT ACCEPTANCE, INSPECT AND REMOVE ALL TRASH, DEBRIS, AND SEDIMENT WHICH HAS ACCUMULATED IN THE STORM WATER FACILITIES, INCLUDING CATCH BASINS.

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.



**EUCALYPTUS ROAD INFILTRATION
UNIT REPAIRS**

EROSION CONTROL PLAN

CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

HARPER & ASSOCIATES
4450 Lincoln Avenue, Suite 103 Salinas, CA 93901



Letter: 1/6/2020	No.	Revised:
Scale: 1"=50'		
Design: DP		
Drawn: HW		
Approved:		
Job No: 1601201003		

EC-01

9 OF 9

EXHIBIT B

to MOA REGARDING FUNDING TO BE PROVIDED FOR THE REPAIR OF STORM WATER INFILTRATION UNITS - EUCALYPTUS ROAD

Project Documents to Transfer from FORA to City of Seaside

Jurisdiction: City of Seaside

Project: Repair of Stormwater Infiltration Units - Eucalyptus Road

**ELECTRONIC
COPY
AVAILABLE**

CATEG	AUTHOR	DATE	TITLE	
Original Design - Eucalyptus Roadway Improvement				

C&D	Various	Design Drawings - Phase 1, 2, 3 (pdf versions)	✓
		Selected Sheets - Eucalyptus Roadway - Phase 3	
C&D	2011	Record Drawings - Sheets 6, 7 and 8	✓

Environmental Documentation

The following documents are found on the FORA website
<https://www.fora.org/Board/2014/Packet/Additional/031414Item8a-AttachF11-1/Attachment%20H.pdf>

		Environmental Assessment/Initial Study for General Jim Moore Boulevard and Eucalyptus	
FORA/PMC & C&I	2005	Roadway Improvement	✓
		Appendix D: Finding of No Significant Impact	
FORA	2005	(FONSI) / Negative Declaration (ND)	✓

Failure Analysis

		Preliminary Geotechnical Memorandum for	
Parikh	6/30/2017	Eucalyptus Road Infiltrators	✓

City of Seaside Communication

		Letter, Meeting Minutes of meeting between Seaside and FORA on March 11, 2019 regarding	
FORA	3/19/2019	Eucalyptus Road Infiltrator Repair Project	✓
		Letter: Eucalyptus Infiltrator Repair Project,	
Rick Riedl, City Seaside	11/6/2019	Review of 60% Design Documents from Harris & Associates	✓
		Letter: Eucalyptus Roadway Infiltrator Repair	
FORA	12/10/2019	Project, Response to Comments	✓

**ELECTRONIC
COPY
AVAILABLE**

CATEG	AUTHOR	DATE	TITLE	
			Power Point Presentation: Seaside Coordination Meeting on CIP Projects	✓
FORA		2/27/2020		

General Background Info

Various	Various	https://www.fortordcleanup.com/documents/search/	
Arcadis/Weston Solutions	11/5/2019	Final Programmatic On-Call Construction Support Plan, Roadways and Utilities, Seaside Munitions Response Area (CSP)	✓
DTSC	11/16/2019	Approval of Programmatic Seaside MRA CSP	✓
		PowerPoint Presentation to FORA Board,	
FORA	12/13/2019	Eucalyptus Road Infiltrator Repair Project	✓
FORA	12/13/2019	FORA Board Report Item 8c	✓

Stormwater Infiltrator Repair Design Background

Harris & Associates	6/4/2018	Recommendation Letter to FORA regarding Infiltrators	✓
Harris & Associates	10/29/2019	Memorandum to FORA regarding Design Basis for Infiltrator Repair	✓
Harris &	Various	Storm Drain Flow/Capacity Evaluation	✓

Repair Design Package, Bid Documents, & Specs

Harris & Associates	10/18/2019	60% Design Plans, Specifications, and Opinion of Probable Construction Cost	✓
Harris & Associates	12/1/2019	90% Design Plans, Specifications, and Opinion of Probable Construction Cost	✓
Harris &	1/24/2020	Draft Final Design Plans	✓
Harris & Associates	TBD	Final Design and Bid Package, Stormwater Infiltrator Repair, Eucalyptus Road	
Whitson Engineer	12/6/2019	Peer Review by Whitson Engineers	✓

Data	Harris &	TBD	dwg CAD files	
	Whitson Engineer	5/8/2020	Topographic/Ortho Topo dwg CAD files	✓

Other Information



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: Parking Authority

FROM: Craig Malin, City Manager

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

DATE: May 21, 2020

**SUBJECT: ADOPT A RESOLUTION APPROVING THE CREATION OF A
PUBLIC UTILITY EASEMENT ON ASSESSORS PARCEL
NUMBER 011-561-013, 011-561-014, 011-561-015, and 011-
561-016 IN SUPPORT OF MCDONALDS ON CANYON DEL REY**

PURPOSE & RECOMMENDATION

Adopt a resolution to approve a non-exclusive public utility easement on a portion of property owned by the Parking Authority of the City of Seaside with assessors parcel number 011-561-013, 011-561-014, 011-561-015, and 011-561-016 and authorize the City Clerk to record a certified copy of the resolution in the Monterey County Office of the County Recorder.

BACKGROUND

The Parking Authority of the City of Seaside owns and maintains the parking lot within the Laguna Grande Shopping Center. McDonald's, located with the shopping center, have submitted plans and is under construction of a new 5,200 square foot restaurant which includes a double entry drive thru, new accessible paths of travel and landscaping improvements (Project).

McDonalds is proposing to relocate the water main within the parking lot. The existing water main is outside the McDonalds property and must be extended underground. The optimal location to provide such extension is through a portion of the parking lot owned by the Parking Authority of the City of Seaside with assessor parcel numbers

011-561-013, 011-561-014, 011-561-015, and 011-561-016. A non-exclusive public utility easement is necessary to provide rights to the various utility providers to install, own, operated and maintain the utilities serving the Project. Installation of utilities will require an encroachment permit issued by the City of Seaside as a condition of construction.

The proposed easements and legal descriptions are include in Attachment 2 and have been reviewed by the City of Seaside consulting surveyor.

It is recommended to adopt a resolution approving the creation of a Public Utility Easement on Assessors Parcel Number 011-561-013, 011-561-014, 011-561-015, and 011-561-016 and authorize the City Clerk to record a certified copy of the resolution in the Monterey County Office of the County Recorder.

ENVIRONMENTAL

In accordance with Title 14, California Code of Regulations, Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT

There is no fiscal impact. The individual utility providers will be responsible for construction of various utilities and city costs are recovered through the issuance of an encroachment permit.

ATTACHMENTS

1. Resolution
2. Exhibit_A_Legal_Description
3. Exhibit_B_Plat

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-

A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE

APPROVING THE CREATION OF A BLANKET NON-EXCLUSIVE PUBLIC UTILITY EASEMENT ON A PORTION OF PROPERTY WITH MONTEREY COUNTY ASSESSOR'S PARCEL NUMBER 011-561-013, 011-561-014, 011-561-015, & 011-561-016 AND AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE COUNTY RECORDER

WHEREAS, the Parking Authority of the City of Seaside (Parking Authority) is the owner of that certain real property commonly known Laguna Grande Shopping Center parking lot in the City of Seaside, situated in the County of Monterey, State of California, currently identified as County of Monterey Assessor's Parcel Numbers (APNS) 011-561-013, 011-561-014, 011-561-015, and 011-561-016 (the "Property"); and

WHEREAS, the McDonalds Corporation proposes to relocate a water main within the Property (the "Project"); and

WHEREAS, the existing water main is outside the McDonalds property and must be extended underground to the Project. The optimal location to provide such extension is through a portion of Monterey County APNs 011-561-013, 011-561-014, 011-561-015, and 011-561-016 ("Property");

WHEREAS, the Parking Authority of the City of Seaside owns the Property; and

WHEREAS, an encroachment permit will be required from the City of Seaside as a condition of construction of the utilities on the portion of "Property"; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA);

WHEREAS, a blanket non-exclusive public utility easement ("Easement") needs to be created over and across portion of the Property. The purpose of this Easement is to provide rights to install, own, operate and maintain the utilities for the Project.

NOW, THEREFORE BE IT RESOLVED, that by the Parking Authority of the City of Seaside accepts the staff report, and based upon the staff report and all other evidence submitted, makes the following findings of relevant fact:

- A. Approve creation of the Easement over, under and across portions of the Property as shown on Exhibit A and B attached hereto; and
- B. Authorize the City Clerk to record a certified copy of this resolution creating the Easement in the Monterey County office of the County Recorder.

PASSED AND ADOPTED at a regular meeting of the Parking Authority of the City

of Seaside duly held on the 21st day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian Oglesby, Chair

ATTEST:

Lesley Milton, Authority Secretary

EXHIBIT A

PUBLIC UTILITY EASEMENT

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCELS A-1, A-2, A-3 AND A-4 AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 739, OFFICIAL MAP OF LAGUNA GRANDE REDEVELOPMENT PROJECT", FILED AUGUST 1, 1974 IN VOLUME 12 OF CITIES AND TOWNS, AT PAGE 60, RECORDS OF MONTEREY COUNTY, CALIFORNIA, BEING A STRIP OF LAND, 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

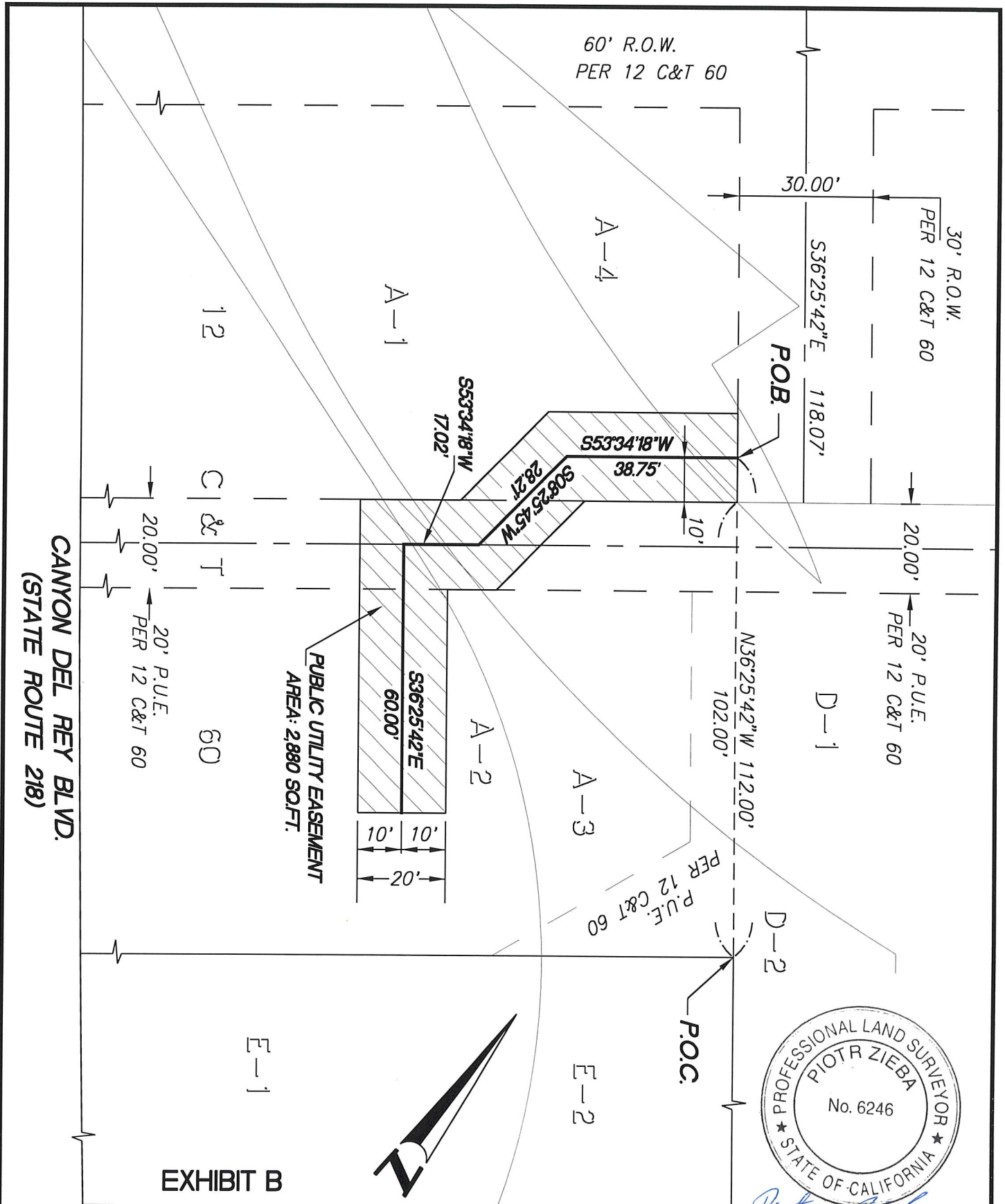
COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL E-2, AS SHOWN ON SAID MAP (12 C&T 60) AND RUNNING THENCE ALONG THE SOUTHWESTERLY LINE OF PARCEL D-2 AND PARCEL D-1 AND ITS NORTHWESTERLY PROJECTION, AS SAID PARCELS ARE SHOWN ON SAID MAP, NORTH 36°25'42" WEST, 112.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE SOUTHWESTERLY LINE OF AN EXISTING 30-FOOT R.O.W., AS SHOWN ON SAID MAP (12 C&T 60); THENCE LEAVING LAST SAID EXISTING R.O.W. AND RUNNING ALONG A LINE PARALLEL WITH AND DISTANT 10 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF AN EXISTING 20-FOOT WIDE P.U.E., AS SHOWN ON SAID MAP, SOUTH 53°34'18" WEST, 38.75 FEET; THENCE LEAVING SAID PARALLEL LINE AND RUNNING SOUTH 08°25'45" WEST, 28.21 FEET TO THE CENTERLINE OF SAID EXISTING P.U.E.; THENCE ALONG LAST SAID CENTERLINE SOUTH 53°34'18" WEST, 17.02 FEET; THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 36°25'42" EAST, 60.00 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED STRIP OF LAND AS SHOWN ON THE PLAT ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 2,880 SQUARE FEET, MORE OR LESS.

Piotr Zieba
PIOTR ZIEBA, P.L.S. 6246

05-08-20
DATE





ZIEBATECH LAND SURVEYING
 9925 WINDSOR WAY, SAN RAMON, CA
 PHONE: 925-551-0108
 E-MAIL: EZIEBA @ AOL.COM
 PIOTR ZIEBA ***** L.S. 6246

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT
 SEASIDE MONTEREY COUNTY CALIFORNIA

DATE: 04/27/20
 SCALE: 1"=30'
 SHEET: 1 OF 1



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Kurt Overmeyer, Economic Development Manager

DATE: May 21, 2020

SUBJECT: ADOPT RESOLUTION OF THE CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE APPROVING THE FINAL SUBDIVISION MAP FOR PHASE 3-B OF MODIFIED VESTING TENTATIVE MAP NO. TM-01-03 IN CONNECTION WITH THE SEASIDE RESORT PROJECT, A FINAL MAP FOR THE SUBDIVISION OF A SINGLE RESIDENTIAL LOT, AND TAKING OTHER ACTIONS AS REQUIRED BY LAW

PURPOSE & RECOMMENDATION

Consider approval of the Phase 3B Final Map for the Seaside Resort Estates and authorize the City Engineer to record the map.

BACKGROUND

The Seaside Resort Project consists of a hotel, timeshare units and residential lots on approximately 84-acres within the 380-acre Bayonet and Black Horse golf courses. On July 7, 2005 the City Council and Agency Board adopted a series of Resolutions approving the project. On March 15, 2007, the City Council approved the Phase 1 Final Map consisting of 38 residential lots, including 30 "early close" lots. Public improvements associated with Phase 1 were completed by the Project Developer and accepted by the City in December of 2008.

On May 14th, 2020, the Applicant submitted to the City a Final Map representing a

subdivision of a single residential lot of phase 3 from the Vesting Tentative Map (VTM) No. TM-01-03. Staff has reviewed the map and determined it is in substantial conformance to the VTM. The City has retained Steve Wilson, professional land surveyor, to review the Final Map for conformance with the government code section 66442 for provisions related to subdivisions known as the Map Act. Mr. Wilson has reviewed the Final Map and determined it is technically correct.

ENVIRONMENTAL CONSIDERATIONS

The City actions addressed in this staff report continue implementing actions of the Seaside Resort Project that was the subject of a previously certified Final EIR. This phase of the Project has been found by staff to have satisfied applicable project conditions.

FISCAL IMPACT

Seaside Resort Development is responsible for all costs to review, approve and file the final map.

ATTACHMENTS

1. Resolution
 2. Final Map-Seaside Resort Phase 3B
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. -__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE FINAL SUBDIVISION MAP FOR PHASE 3-B OF MODIFIED VESTING TENTATIVE MAP NO. TM-01-03 IN CONNECTION WITH THE SEASIDE RESORT PROJECT, A FINAL MAP FOR THE SUBDIVISION OF A SINGLE RESIDENTIAL LOT, AND TAKING OTHER ACTIONS AS REQUIRED BY LAW

Recitals of Facts:

- A. WHEREAS, on July 7, 2005, the City Council approved an application by Seaside Resort Development, LLC (the "Applicant") for Vesting Tentative Map No. TM-01-03 for the subdivision of approximately 84.88 acres of land (the "Property") which is a part of a larger approximate 380-acre parcel of land on which the Bayonet and Black Horse golf courses are located, which parcel was formerly known as Assessor's Parcel Number 031-051-005; and
- B. WHEREAS, the proposed subdivision is a component part of the Seaside Resort Project that is the subject of that Second Restated and Amended Disposition and Development Agreement entered into on June 12, 2019; and
- C. WHEREAS, in connection with the approval of the Vesting Tentative Map for the Property, the City approved a phasing plan for the filing of up to eight separate final maps for various phases of Vesting Tentative Map No. TM-01-03; and
- D. WHEREAS, on July 7, 2005, the City Council adopted Resolution No. 05-43 certifying an environmental impact report for the Seaside Resort Project, making findings required by the California Environmental Quality Act, adopting a Statement of Overriding Considerations, and adopting a Mitigation Monitoring and Reporting Program; and
- E. WHEREAS, the Applicant has applied for, and city staff has approved over the course of several years, various minor modifications to Vesting Tentative Map No. TM-01-03 as more specifically identified in paragraph E of Resolution 17-01; and
- F. WHEREAS, on May 20, 2020, the Applicant submitted to the City a Final Map, attached hereto as Exhibit A, which was found to be complete for an application for final map approval of a portion of Phase 3 of Vesting Tentative Map No. TM-01-03 as modified; and
- G. WHEREAS, the Applicant has indicated the Final Map will be further subdivided at a future date and will be subject to all conditions of Attachment 1-D, the Conditions of Project Approval and pertinent provisions of the Second Amended and Restated Disposition and Development Agreement by and between the City of Seaside and Cypress Seaside, LLC, an Arizona limited liability company dated June 12, 2019; and
- H. WHEREAS, subdivision (b) of Government Code Section 66442 requires that all final maps include a certificate signed by the city surveyor or city engineer that he or she

has examined the map, that the subdivision is substantially the same as it appeared on the tentative map and any approved alternations thereof, that all provisions of the Subdivision Map Act and the City's Subdivision Ordinance have been complied with, and that he or she is satisfied that the map is technically correct; and

- I. WHEREAS, Steve Wilson, a Professional Engineer and Professional Land Surveyor with Whitson Engineers is currently providing Engineering and Surveying services under contract with the City and is qualified to execute the certificate required by subdivision (b) of Section 66442.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

- 1) The City Council make the following findings pursuant to the requirements of the California Environmental Quality Act:
 - a) That the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
 - b) Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report (EIR) on July 7, 2005 in connection with the City's approval of the Seaside Resort Project entitlements and the Agency Board approved the same EIR in connection with the Agency's actions to implement that project. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.
 - c) The City Council find, in connection with the Final Map that its approval is a ministerial action consistent with the project that was reviewed and approved pursuant to the Seaside Resort Project EIR. Staff further finds that actions contemplated by this Resolution will not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.
 - d) Based on these findings and all evidence in the record, the City Council determine that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the Final Map.

- e) Pursuant to California Government Code Section 66457, the City Council find that all required certificates or statements on the map have been signed and, where necessary, have been acknowledged.
 - f) Pursuant to California Government Code Section 66458, and based upon the determinations and report of the City Engineer, the City Council finds that the Final Map conforms to all requirements of the Subdivision Map Act, the City's local Subdivision Ordinance and that all conditions prior to the approval of the Final Map have been completed to the satisfaction of the City.
- 2) The City Council hereby conditions the future subdivision of the parcel described by the Final Map to the requirements of Attachment 1-D, Conditions of Project Approval to the Second Amended and Restated Disposition and Development Agreement by and between the City of Seaside and Cypress Seaside, LLC, an Arizona limited liability company dated June 12, 2019.
 - 3) The City Council hereby appoint Steve Wilson, PLS 5207, as Acting City Surveyor to review the Final Map attached hereto as Exhibit A and provide the certificate therefore in compliance with Government Code Section 66442.
 - 4) The City Council hereby appoint Craig Malin, City Manager, Secretary of Planning Commission to review the Final Map for substantial conformance with the Vesting Tentative Map Map No. TM-01-03 as modified and provide the certification in compliance with Seaside Municipal Code 16.12.120.
 - 5) The City Council hereby instruct the City Clerk to endorse on the face of the Final Map the certificate that embodies the approval of the Final Map and instructs the City Clerk to reject all offers of public dedication that may be provided on the Final Map attached hereto as Exhibit A.
 - 6) Based on the findings contained in Section 1 through 4 of this Resolution, and pursuant to the requirements of the California Subdivision Map Act and the City's Subdivision Ordinance, the City Council hereby approve the Final Map attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the 21st day of May 2020.

AYES: COUNCIL/AGENCY MEMBERS
NOES: COUNCIL/AGENCY MEMBERS
ABSENT: COUNCIL/AGENCY MEMBERS

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

SEASIDE RESORT FINAL MAP PHASE 3B

5.21.20

Seaside Resort – Final Map

- Final Map must be approved and recorded by July 7, 2020 to prevent Vesting Tentative Map TM-01-03 from expiring.
- Project entitlements shall expire with the expiration of the Vesting Tentative Map include:
 - Rights to subdivide land and build hotel, timeshares and houses
 - Environmental Impact Report & Associated Water Supply Assessment.

OWNER'S STATEMENT

WE THE UNDERSIGNED HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS OR CORPORATION WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS 3B.

BY: _____
RICHARD FITZGERALD
AUTHORIZED REPRESENTATIVE
SRD R, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY, UNDER DEED OF TRUST RECORDED OCTOBER 1, 2019 AS RECORDER'S SERIES NO, 2019043570, AND UNDER DEED OF TRUST RECORDED OCTOBER 1, 2019 AS RECORDER'S SERIES NO 2019043575, MONTEREY COUNTY RECORDS.

BY: _____
TITLE: _____, TRUSTEE

THE SIGNATURES OF THE HOLDERS OF THE FOLLOWING INTERESTS MAY BE OMITTED IN AS MUCH AS THEIR INTERESTS ARE SUCH THAT THEY CANNOT RIPEN INTO FEE, PURSUANT TO SECTION 66445 OF TITLE 7 OF DIVISION 2 OF GOVERNMENT CODE:

- 1) ARMY POWER AND GAS RIGHT OF WAY EASEMENTS PER REEL 3506, OF OFFICIAL RECORDS, PAGE 1533, RECORDER'S SERIES #9751897, RECORDER'S SERIES #9756845.
- 2) FORA WATER AND WASTEWATER EASEMENTS PER RECORDER'S SERIES #2001090792, RE-RECORDED #2001094583
- 3) SEASIDE REDEVELOPMENT AGENCY EASEMENTS, COVENANTS & CONDITIONS PER RECORDER'S SERIES #2005131756 OF OFFICIAL RECORDS
- 4) BAYONET AND BLACKHORSE TEMPORARY EASEMENTS PER RECORDER'S SERIES #2005131760 OF OFFICIAL RECORDS
- 5) CITY OF SEASIDE EASEMENTS, COVENANTS & CONDITIONS PER RECORDER'S SERIES #2019043545 OF OFFICIAL RECORDS
- 6) SRD LLC EASEMENTS PER RECORDER'S SERIES #2019043560 OF OFFICIAL RECORDS

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, _____,
PERSONALLY APPEARED _____,
WHO PROVIDED TO ME THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES(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 SIGNATURES(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 UN THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY AND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

STATEMENT OF THE CITY SURVEYOR

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP PURSUANT TO THE SUBDIVISION MAP ACT, SECTION 66442 (a) (4) AND LOCAL ORDINANCE AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED _____

STEVEN C WILSON
ACTING CITY SURVEYOR, CITY OF SEASIDE
PLS NO. 5207

STATEMENT OF THE CITY ENGINEER

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT, SECTION 66442 (a) (1) (2) (3), AND THE CITY OF SEASIDE SUBDIVISION ORDINANCE, APPLICABLE AT THE TIME OF APPROVAL, HAVE BEEN COMPLIED WITH.

DATED _____

SCOTT OTTMAR
CITY ENGINEER OF THE CITY OF SEASIDE
RCE NO. 80086,

STATEMENT OF SECRETARY OF PLANNING COMMISSION

I, CRAIG MALIN, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SEASIDE, CALIFORNIA, ON THE 8TH DAY OF SEPTEMBER, 2006 THAT ALL THE PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND OF THE CITY SEASIDE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPILED WITH.

CRAIG MALIN
SECRETARY, PLANNING COMMISSION OF THE CITY OF SEASIDE

DATE

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, _____,
PERSONALLY APPEARED _____,
WHO PROVIDED TO ME THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES(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 SIGNATURES(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 UN THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY AND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SEASIDE RESORTS ON FEBRUARY, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR FROM FILLING THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED _____

H. PATRICK WARD
REGISTERED CIVIL ENGINEER #29811
STATE OF CALIFORNIA



STATEMENT OF CITY CLERK

I, LESLEY MILTON-RERIG, CITY CLERK OF THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVED RESOLUTION _____ ON _____ APPROVING THE WITHIN SUBDIVISION MAP.

LESLEY MILTON-RERIG
CITY CLERK OF THE CITY OF SEASIDE

DATE

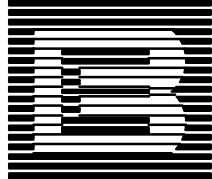
COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____M. IN VOLUME _____ OF CITIES AND TOWNS AT PAGE _____, RECORDERS OF MONTEREY COUNTY, CALIFORNIA, AT THE REQUEST OF BESTOR ENGINEERS, INC.

STEPHEN L. VAGNINI
COUNTY RECORDER
MONTEREY COUNTY, CALIFORNIA
BY _____ DEPUTY
SERIAL NO: _____
FEE: \$ _____

TRACT No. _____
SEASIDE RESORT ESTATES
SUBDIVISION PHASE 3B
BEING A PORTION OF RESIDENTIAL PARCEL 3
AS DESCRIBED IN TRACT 4 OF DOC. NO. 2019 043560
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA

SITUATED IN
THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA
PREPARED FOR
SEASIDE RESORT DEVELOPMENT, LLC
BY



BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
SCALE: N/A DATE: FEBRUARY 21, 2020 W.O: 5991.19

Seaside Resort – Final Map

- Resolution Approving Final Map
 - The Final Map is consistent with Vesting Tentative Map TM-01-03
 - Approval is ministerial
 - No additional environmental review required
 - Future development of the parcel subject to all the conditions of the Disposition & Development Agreement dated July 12, 2019.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.N.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: May 21, 2020

**SUBJECT: APPROVE A RESOLUTION MODIFYING THE COMPENSATION
PLAN FOR UNCLASSIFIED POSITIONS TO DEFER A
SCHEDULED SALARY INCREASE**

PURPOSE & RECOMMENDATION

Approve an amendment to the Unclassified Employees Compensation Plan to defer a scheduled salary increase.

BACKGROUND

In July 2020, the City will assume ESCA related functions for the Army under a 100% reimbursable contract. The purpose of this item is to defer the 2% salary increase schedule to occur on January 9, 2021, to July 10, 2021, consistent with the agreements reached with other labor associations.

FISCAL IMPACT

This item will have no impact to the General Fund.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

**MODIFYING THE COMPENSATION PLAN FOR UNCLASSIFIED
POSITIONS**

WHEREAS, on September 5, 2019, the City Council approved a Compensation Plan for Unclassified Positions; and

WHEREAS, the COVID-19 Pandemic has created a fiscal crisis that necessitates a reduction in the City's personnel expenditures; and

WHEREAS, City's bargaining units have agreed to reduce compensation and defer salary increases through the 2020/2021 Fiscal Year; and

WHEREAS, the salary increase scheduled for Unclassified Employees on January 9, 2021, will be deferred until July 10, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Seaside hereby approves the modification to the Compensation Plan for Unclassified Positions; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21th day of May 2020.

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.O.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: May 21, 2020

**SUBJECT: APPROVE THE RESOLUTION TO ADOPT A SUCCESSOR
MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE
PUBLIC SAFETY MANAGERS' ASSOCIATION**

PURPOSE & RECOMMENDATION

Approve the successor Memorandum of Understanding with the Seaside Public Safety Managers' Association that includes no salary increase and a reduction in compensation of 10%.

BACKGROUND

The Memorandum of Understanding between the City of Seaside and the Seaside Public Safety Managers' Association (SPSMA) expires on June 30, 2020. In recognition of the fiscal crisis caused by the COVID-19 Pandemic, the Association presented the City with an offer to reduce bargaining unit member's compensation by 10% through the term of a one-year successor MOU.

The terms of the successor MOU will remain the same with the exception of the following concessions that will sunset on June 30, 2021, unless extended by mutual agreement:

1. Effective July 11, 2020, the salary for the classifications of Deputy Police Chief and Police Commander will be reduced by 10%.
2. The longevity pay program will be suspended for the classification of Fire Division

Chief.

3. Holiday pay will be suspended for the classification of Fire Division Chief.

FISCAL IMPACT

It is estimated that these concessions will save the General Fund \$115,000 in Fiscal Year 2020/2021.

ATTACHMENTS

1. Draft Resolution
 2. SPSMA Memorandum of Understanding
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

**ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SEASIDE AND THE SEASIDE PUBLIC SAFETY
MANAGERS' ASSOCIATION**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside Public Safety Managers' Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding; and

WHEREAS, the Seaside Public Safety Managers' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding with the Seaside Public Safety Managers' Association shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21th day of May 2020.

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

**Memorandum of Understanding
Between the City of Seaside
And
The Seaside Public Safety
Management Association**

July 1, 2020 – June 30, 2021

**Memorandum of Understanding Between the City of Seaside and the
Seaside Public Safety Management Association
July 1, 2020 – June 30, 2021**

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Memorandum of Understanding between the City of Seaside and the Seaside Public Safety Management Association

We the undersigned duly appointed representatives of the City of Seaside and of the Seaside Public Safety Management Association (SPSMA), a recognized employee organization, hereinafter referred to as "City" and "Association," having met and conferred in good faith in accordance with the Meyers-Millias-Brown Act, (Government Code Section 3500 et. seq.) do hereby prepare and execute the following written amendment to the Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memorandum of Understanding between the City and Association, all items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through meet and confer.

In response to the fiscal crisis associated with the COVID-10 Pandemic, the parties met and agreed to this successor MOU. The parties agree that the concessions contained in this MOU are necessary in light of the current state of the budget and the worldwide pandemic. The concessions will terminate at the conclusion of this MOU unless the parties agree to an extension.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2020, and shall remain in effect for a period, terminating on June 30, 2021.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

The salary for the classifications of Deputy Police Chief and Police Commander will be reduced by 10% through the term of this agreement. This salary reduction will sunset at the end of this contract unless the parties agree to an extension. The Chief of Police will provide direction to the PD SPSMA bargaining unit members on issues related to hours of work, levels of service, and if operationally feasible, the administrative of a four-day workweek schedule.

2. Longevity Pay:

Longevity Pay is suspended for Fire Management personnel for the term of this agreement. Longevity pay will resume at the end of this agreement unless the parties agree to an extension.

- a. Bargaining unit members with 15 years of continuous City service will receive 2.5% longevity pay.
- b. Bargaining unit members with 20 years of continuous City service will receive 5% longevity pay (maximum of 5%). (Note: The 15-year

longevity pay would not compound or stack and therefore the maximum possible total for longevity pay is 5%.)

- c. Bargaining unit members with more than 10 years of City service, but less than 15, will continue to receive the 2.5% longevity pay they are receiving now. Employees receiving longevity pay under this paragraph are not eligible for additional longevity pay until 20 years of continuous City service.

B. Fire Management Compensation:

Fire Management personnel are designated as FLSA exempt and are not entitled to compensation for hours worked outside of their normal schedule with the exception of:

1. Operational Compensation:

Division Chiefs shall be compensated, at straight time, for working as the Operational Division Chief when they are not regularly scheduled for duty.

2. OES Strike Team Compensation:

Division Chiefs shall be compensated, at straight time, when assigned by the Fire Chief to respond to an emergency incident under the State Mutual Aid Program

C. Special Pay

1. Spanish Bilingual Pay:

- a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City using Language Testing International (LTI) or other suitable and appropriately certified testing organization.
- b. Employee must pass both the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.
- c. This program is subject to administrative direction and to City established procedures.

2. Additional Pay for Additional Duties

When a management employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to one-half (2.5%) or one (5%) full step.

3. Additional Pay for Temporarily Assuming Supervisor's Position

- a. A pay increase not to exceed one step may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

- b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.
- c. The increased pay will not be paid when the supervisor is on vacation.
- d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.
- e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

4. *Performance Pay*

The City Manager is authorized to grant annual step increases ranging from zero to one full step (5%) increase, depending upon the performance of the employee under consideration for salary increase. This will give the City Manager flexibility in setting salaries consistent with performance.

5. *Education Incentive Pay (EIP)*

The City will provide education incentive pay to bargaining unit members as follows:

- a. Fire Division Chiefs: 2.5% EIP for a BA/BS.
- b. Police Deputy Chief and Police Commander: 2.5% EIP for a MA/MS.

6. *Hazardous Materials Pay – Fire Division Chief*

This program is contingent upon the contract between the City of Seaside and Monterey County being amended to provide reimbursement from the County to the City of Seaside for three additional HazMat Team members.

- a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief.
- b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.
- c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.
- d. Hazardous Materials Differential Pay will end on June 30, 2020, unless extended or terminated earlier per item (c) above.

D. *Administration of Pay Plan:*

1. *Anniversary Date*

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge from military service.
- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. *Salary Ranges*

The five (5) steps of each salary range shall be interpreted and applied as follows:

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step

and upon written recommendation of the Department Head and approval by the City Manager.

- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.
- h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

E. PERS Retirement System:

1. Retirement Plans

- a. Tier 1: Bargaining unit members hired by the City prior to July 1, 2010 shall be enrolled in the CalPERS 3% @ 50 plan.
- b. Tier 2: Bargaining unit members hired by the City on or after July 1, 2010 will be enrolled in the same CalPERS formula as the subordinate association (i.e. – Police Commanders and Deputy Chief will follow POA and Fire Division Chiefs will follow the Firefighters' Association).
- c. Tier 3: The CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPR.

2. Contribution

- a. Bargaining unit members enrolled in Tier 1 and Tier 2 will pay the 9% employee contribution to PERS.
- b. Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPR.
- c. All bargaining unit members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

The City provides the 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

F. Deferred Compensation:

The City will pay up to one hundred dollars (\$100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

G. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions:

The City's contributions for medical, dental, and vision coverage shall be as follows:

- a. Medical Plan contributions:
 - i. **MCSIG PPO \$40 (70/30 Plan)**
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
 - ii. **MCISG PPO \$25 (80/20 Plan)**
SPSMA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
 - iii. **PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.**
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.
 - iv. **PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.**
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.
- b. The City and the employee will split the cost of any increase or decrease in dental, and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

- a. For employees hired by the City prior to July 1, 2010, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the month premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.
- b. Fire management employees who retire on an industrial disability retirement must have ten (10) years of continuous service must have been hired by the City prior to July 1, 2010, but do not need to be 50 years of age to receive this benefit.
- c. Employee may cover spouse by paying the monthly premium.

- d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.
- e. Employees must have ten years of continuous service with the City and be at least 50 years of age to receive this benefit.
- f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

H. Life Insurance:

The City will provide term life insurance for all represented employees in the amount of two times the employee's annual salary (minimum of \$150,000.)

I. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

J. Employee Assistance Program:

The City shall pay the cost of an employee assistance program.

K. IRS Section 125 Plan:

The City will provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement for all employees in the bargaining unit, up to the IRS maximum.

L. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business for mileage based on the Standard Internal Revenue Service mileage rate.

M. Wellness Program:

1. Health Club Membership:

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract and payment to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Swimming Pool:

Association members and their families will have use of the City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

3. *Annual Exam:*

Sworn Fire Management personnel shall be entitled to Department paid annual physicals, including option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside. Additionally, the annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

N. *Uniform Allowance:*

- a. Sworn Fire Management personnel shall receive a uniform allowance of \$75 per month.
- b. All sworn Police Management personnel will have the same uniform allowance as the other non-executive management personnel in their respective department.

O. *Safety Boot Reimbursement:*

Represented employees who are required to wear safety boots on the job shall be reimbursed up to \$125 per year for the purchase of safety boots.

SECTION 4: LEAVE PROVISIONS

A. *Vacations*

1. *Accrual (40 Hour Employees):*

All employees who work 40-hours per week, shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds ($6 \frac{2}{3}$) hours per month or ten (10) days per year.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third ($11 \frac{1}{3}$) hours per month or seventeen (17) days per year.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third ($13 \frac{1}{3}$) hours per month or twenty (20) days per year.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.
- f. During the twenty-fifth year and thereafter vacation will be earned at the rate of sixteen and two-thirds (16.667) hours per month or twenty-five (25) days per year.

2. *Accrual (56-hours per week):*

Fire Managers working a 56-hour schedule shall accumulate leave as follows.

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 13 hours per month.
- b. During the fifth, sixth, seventh, eighth, and ninth years, vacation will be earned at the rate of 19 hours per month.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years, vacation will be earned at the rate of 22 hours per month.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 25 hours per month.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 26 hours per month.
- f. During the twenty-fifth year, vacation will be earned at the rate of 28 hours per month.

3. *Vacation Use:*

Vacation shall be at a time fixed by the employee's Department Head and shall be without loss in pay.

4. *Vacation and Holidays:*

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. *Vacation Upon Termination:*

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

- a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
 - i. $\frac{\text{Monthly salary} \times \text{twelve (12) months}}{52 \text{ weeks} \times 40 \text{ hours}} = \text{hourly pay rate}$
- b. Method for Computing Hourly Pay for 56-hour employees: For Fire Managers working 56 hour work weeks, the method of computing hourly pay for accumulated vacation shall be as follows:
 - i. $\frac{\text{Monthly salary} \times \text{twelve (12) months}}{52 \text{ weeks} \times 40 \text{ hours}} = \text{hourly pay rate}$

52 weeks x 56 hours

6. *Maximum Accumulation:*

Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. *Vacation Cash-Out:*

The City will allow association members to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. *Compensation in Lieu of Time Off:*

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. *Accumulation during OJI Leave:*

An employee being paid because of an on-the-job injury will accumulate vacation time and sick leave.

10. *No Interruption of Accumulation:*

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

11. *Vacation during Probation:*

Newly hired management employees may use vacation leave during probation.

B. *Sick Leave with Pay for Non-Job Related Illness, Injury or Disability*

1. *Accrual:*

Each represented employee who works a 40 hour work week shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. Fire Managers working a 56 hour work week shall earn twenty-four (24) hours per month.

2. *Use of Leave:*

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need

for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

3. *Sick Leave Upon Rehire*

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. *Illness/Injury During Vacation:*

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. *Family Sick Leave:*

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. *Bereavement Leave:*

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use accrued sick leave to extend bereavement leave to a total of one work week.

C. *On-The-Job Injury Leave:*

1. *Labor Code 4850*

Employees covered under Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

- a. An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.
- b. An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
- c. Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. Annual Accrual:

Management employees working a 40 hour work week shall earn 40 hours of management leave per calendar year. Fire Managers working a 56 hour work week shall earn fifty-six (56) hours per calendar year.

2. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule (based on weekly scheduled hours):

<u>Date of Hire/Promotion Between:</u>	<u>Accrual (40 hr)</u>	<u>Accrual (56 Hr)</u>
January 1 – March 31:	40 Hours	56 Hours
April 1 – June 30:	30 Hours	42 Hours
July 1 – September 30	20 Hours	28 Hours
October 1 – November 30	10 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant an additional sixteen (16) hours of management leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Payoff

All represented employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

E. Administrative Leave

Management employees working a 40 hour work week shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year. Fire Managers working a 56 hour work week shall earn fifty-six (56) hours per calendar year.

1. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule (based on weekly scheduled hours):

<u>Date of Hire/Promotion Between:</u>	<u>Accrual (40 hr)</u>	<u>Accrual (56 Hr)</u>
January 1 – March 31:	40 Hours	56 Hours
April 1 – June 30:	30 Hours	42 Hours
July 1 – September 30	20 Hours	28 Hours
October 1 – November 30	10 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holidays on Sunday

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. Holidays on Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. Holiday Hours:

Holidays shall be calculated on an eight (8) hour workday.

6. *Fire Management Compensation:*

Fire Management personnel assigned to shifts will be compensated for holidays by receiving 11.2 hours of straight time based on 56-hour workweek. For the term of this agreement, holiday pay will be suspended for all Fire Management personnel. Unless the parties agree to an extension, holiday pay will resume at the end of this agreement.

G. *Jury Duty:*

1. *Jury Duty:*

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. *Continuing Education and Professional Growth:*

All association members shall be eligible for the City's Educational Incentive Programs.

1. *Tuition Reimbursement:*

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$3000 per fiscal year to be approved as follows:
 - i. Reimbursement for professional development classes and community college level classes shall be capped at \$2000.
 - ii. Reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at \$3000.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

- c. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Work Schedule and Staffing:

1. Flexible Work Schedule:

The City will develop and implement a policy providing flexibility in work schedules for those represented employees whose responsibilities regularly require them to work an excessive amount of hours per week.

2. Shift Staffing:

The Fire Department intends to continue its current minimum staffing level of seven (7), including the Division Chief, unless otherwise directed by the City Council.

3. Work Schedule:

The City and association agree to the 48/96 schedule for Fire Management personnel assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

4. Exchange Hours:

The City agrees to allow Fire Management personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime (Operational Compensation) be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

SECTION 5: MISCELLANEOUS

A. City's Right to Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

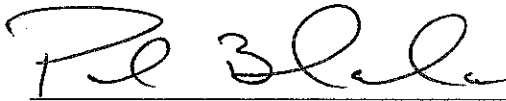
B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Craig Malin, City Manager

Date



5/14/2020

Paul Blaha, President SPSMA

Date

Judy Stradan, Secretary-Treasurer, SPSMA Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.P.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: May 21, 2020

**SUBJECT: APPROVE A RESOLUTION TO MODIFY EXISTING LABOR AND
EMPLOYMENT AGREEMENTS TO REDUCE COMPENSATION BY
10% THROUGH FURLOUGHS AND SALARY REDUCTIONS AND
DEFER SCHEDULED SALARY INCREASES**

PURPOSE & RECOMMENDATION

Approve modifications to the following agreements that reduce compensation by 10% through furloughs and salary decreases and defer scheduled salary increases:

Seaside City Employees' Association Memorandum of Understanding (SCEA)
Seaside Managers and Supervisory Employees' Memorandum of Understanding (SMSEA)
Confidential Employees Comprehensive Listing of Personnel Benefits
Confidential Exempt Employees Comprehensive Listing of Personnel Benefits
City Manager's Employment Agreement
City Attorney's Employment Agreement
Executive Managers' Compensation Plan

BACKGROUND

The COVID-19 Pandemic has created a fiscal crisis that necessitates a reduction in the City's personnel expenditures. The City's bargaining units have offered to reduce compensation by 10% and defer salary increases to help mitigate the fiscal crisis. All of the employee associations and employees listed below have closed contracts and were not contractually obligated to offer concessions.

These agreements are as follows:

All non-safety management employees and all department directors will begin a 10% reduction to their salary no later than July 11, 2020. The City Manager and City Attorney's 10% salary reduction is currently in place.

The general employees in SCEA and the Confidential Group, will be furloughed 4 hours per week beginning July 11, 2020. This reduces their compensation by 10%.

Salary increases scheduled for July of 2020, or January of 2021, are being deferred until July of 2021.

The Seaside City Employees' Association is committed to helping the City reduce personnel costs through the duration of the fiscal crisis. The bargaining unit requested the furloughs and deferral of raises sunset in February 2021, as a mechanism for the City and the Association to discuss and reevaluate the need for the continued reduction in City's personnel expenditures.

FISCAL IMPACT

The estimated fiscal impact to the FY 2020 / 2021 Budget is as follows:

10% Reduction in Compensation:

Director, City Manager and City Attorney: \$228,000

SMSEA & Confidential Managers: \$137,000

SCEA & Confidential Employees: \$165,000

Estimated Savings: \$530,000

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

MODIFYING EXISTING LABOR AND EMPLOYMENT AGREEMENTS TO REDUCE COMPENSATION BY 10% THROUGH FURLOUGHS AND SALARY REDUCTIONS AND DEFER SCHEDULED SALARY INCREASES

WHEREAS, the COVID-19 Pandemic has created a fiscal crisis that necessitates a reduction in the City's personnel expenditures; and

WHEREAS, City bargaining units, employee associations, and unrepresented employees, have agreed to reduce compensation and defer salary increases; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside City Employees' Association (SCEA) and Seaside Managers and Supervisory Employees' Association (SMSEA), have met and conferred in good faith regarding temporary modifications to compensation and salary increases; and

WHEREAS, Resolution No. 01-28, the City of Seaside's Employee-Employer Relations Procedure designates certain classifications as Confidential and those employees as well as the Executive Managers are unrepresented; and

WHEREAS, unless otherwise agreed to in writing, the previously agreed upon salary increases are hereby deferred as follows:

1. SMSEA's increases scheduled for July 11, 2020, and January 9, 2021, will be deferred until July 10, 2021.
2. SCEA's increase scheduled for July 11, 2020, will be deferred until February 6, 2021.
3. The Confidential Non-Exempt Employee's increase scheduled for July 11, 2020, will be deferred until July 10, 2021.
4. The Executive Managers' and Confidential Managers' increases scheduled for January 9, 2021, will be deferred until July 10, 2021.

WHEREAS, unless otherwise agreed to in writing, the compensation for the following employees / employee associations is hereby reduced as follows:

1. SMSEA's salary will be decreased by 10% beginning no later than July 11, 2020, and continuing until July 10, 2021.
2. The Confidential Managers, Executive Managers, City Manager, and City Attorney's salary will be decreased by 10% beginning no later

than July 11, 2020, and continuing until otherwise directed by the City Council.

3. All employees represented by the SCEA are hereby furloughed four (4) hours per week beginning July 11, 2020, and continuing to February 6, 2021.
4. All employees designated as Confidential (non-exempt) are hereby furloughed four (4) hours per week beginning July 11, 2020, and continuing until otherwise directed by the City Council.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Seaside hereby approves the contract modifications listed above; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21th day of May 2020.

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.Q.

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

BY: Craig Malin, City Manager

DATE: May 21, 2020

**SUBJECT: AUTHORIZE CITY MANAGER TO EXTEND EXCLUSIVE
NEGOTIATING AGREEMENT (ENA) WITH ALFRED GOLVER TO
JUNE 19, 2021**

PURPOSE & RECOMMENDATION

Authorize City Manager to extend the existing ENA with Alfred Glover to June, 19, 2021.

BACKGROUND

The Successor Agency entered into an ENA with Alfred Glover on October 26, 2018 for property generally known as the "Nurses' Barracks". Owing to federal delays in transferring the property to the Successor Agency, the ENA requires extension. Should the Successor Agency authorize the extension, the City Manager will supply Mr. Glover with a letter extending the ENA under its present terms until June 19, 2021.

FISCAL IMPACT

Extension of the ENA has no fiscal impact. Eventual sale of the property will have a positive fiscal impact.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

BY: Rick Medina, Senior Planner

DATE: May 21, 2020

**SUBJECT: USE PERMIT APPLICATION NO. UP-20-02 AND
INTRODUCTION OF AN ORDINANCE FOR SEASIDE MUNICIPAL
CODE AMENDMENT SMA-20-01: AUG, LLC., PROPERTY
OWNER, AND. BARGHAUSEN CONSULTING ENGINEERS, INC.,
APPLICANT, ARE REQUESTING A USE PERMIT AND A TEXT
AMENDMENT TO CHAPTER 17 OF THE SEASIDE MUNICIPAL
CODE TO ALLOW FOR THE CONSTRUCTION OF A 24-PUMP
GASOLINE FUELING STATION ON A 0.98-ACRE SITE. THE TEXT
AMENDMENT WOULD CONSIST OF ADDING A GASOLINE-
FUELING STATION AS A USE PERMIT UNDER SECTION
17.14.030.B – TABLE 2-4 (ALLOWED LAND USES AND
PERMITTED USES) IN THE AUTOMOTIVE REGIONAL
COMMERCIAL (CA) ZONING DISTRICT. THE PROJECT SITE IS
LOCATED AT THE NORTHEASTERN CORNER OF DEL MONTE
BOULEVARD AND AUTOCENTER PARKWAY, GENERALLY
LOCATED AS PART OF THE CYPRESS COAST FORD NEW CAR
DEALERSHIP LOCATED AT 4 GEARY PLAZA (APN# 011-523-
018) IN ACCORDANCE WITH THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES 15072, A
MITIGATED NEGATIVE DECLARATION HAS BEEN PREPARED
FOR THE PROJECT AND TEXT AMENDMENT. (FIRST READING
- ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

1. Adopt a Resolution approving a Mitigated Negative Declaration for proposed text amendments and use permit;
2. Adopt a first reading draft Ordinance of text amendment Application SMA-20-01; and
3. Adopt a Resolution approving Use Permit Application UP-20-02 for the construction of a 24-pump service station in the Automotive Regional Commercial Zoning District.

BACKGROUND

SITE LOCATION AND DESCRIPTION

The project site is a single parcel totaling 0.98-acres (Assessor's Parcel Number 011-523-018) and is developed with an off-street asphalt-parking void of any buildings. The parking lot is currently in use by Cypress Coast Ford located at 4 Geary Plaza as a retail automotive display lot. The service station would be operated by Costco Wholesale and would be a membership service station at which gasoline products would only be available for purchase by active Costco members. The project plans are listed as Exhibit A to Attachment 3. The project site is located 400 ft. east of the existing Costco Warehouse, which is located within the Sand Dollar Shopping center across Del Monte Boulevard at 801 Tioga Avenue in Sand City.

The project site is bordered by development on all sides; specifically, automotive commercial retail and vehicle repair uses to the north, the Auto Center to the east and south, and automotive commercial retail and vehicle repair uses to the west on Del Monte Boulevard. Regional access to the site is available via State Route 1 (SR 1), Del Monte Boulevard, and Fremont Boulevard.

The project site has a General Plan land use designation of Regional Commercial (CRG) and is located in the Automobile Regional Commercial (CA) zoning district. The project site is located within the Seaside Auto Center and was previously developed with the Wester Dodge new car dealership that was demolished in 2005 as part of renovations to the Auto Center to make way for the connection of the interior roadway (Auto Center Parkway) with Del Monte Boulevard. The project site is the remainder of the former Wester Dodge new car dealership parcel that was not used for the new roadway. A Location map listed as Attachment 4. Site photos listed as Attachment 5.

Planning Commission Role

In accordance with Section 17.60.030.A of the SMC, an applicant filing for a development project that requires more than one application shall file all related applications concurrently. The Planning Commission held a public hearing on April 22, 2020, to provide a recommendation to the City Council on the text amendments, use permit and CEQA findings. Based on the requested Text Amendments which consist of a legislative action, the City Council is responsible for the approval of the Use Permit action and CEQA findings.

PROJECT DESCRIPTION

Text Amendment

The proposed project would include approval of four text amendments to Chapter 17 of

the Seaside Municipal Code.

1. Section 17.14.030.B – Table 2-4 (Allowed Land Uses and Permit Requirements for Commercial Zones) will be amended to add a “Service Station” as an allowed use in the Automotive Regional Commercial zone (CA) subject to receiving approval of a Use Permit.
2. The first sentence of Section 17.52.250.C.2 will be amended as shown with bold and underline language as follows: **Separation between stations:** A service station shall not be closer than 500 feet to another service station except when both are at the same intersection or **separated by a four lane arterial street.**
3. Amend Section 17.52.250.G.3 with the following bold and underline language as follows: **Vehicle Parking:** Vehicles shall not be parked on sidewalks, parkways, driveways, or alleys, and shall not be parked on the premises for the purpose of sale. **Off-street parking for a service station with no on-site cashier, on-site convenience store/vending machines, or on-site vehicle service repair shall be determined by Use Permit approval.**
4. Add Section 17.52.250.G.4 with the following bold and underline language as follows: **Public Restrooms: A public restroom shall not be required if no on-site cashier, on-site convenience store/vending machines, or on-site vehicle service repair is provided.**

Use Permit

The proposed project consists of the construction of a new Costco service station comprising 12 pumps with 24 fueling dispensers, four new underground storage tanks (USTs), three remote fill ports, a 125 sq. ft. controller enclosure, and associated site improvements (See Attachment 3, Exhibit A for Project Plans). Costco is proposing to operate the new gasoline station from 5:30 a.m. to 10:00 p.m. daily. The station will be available for Costco Warehouse members only and will require a Costco membership to access fuel pumps. The station will be periodically manned by at least one Costco employee who will oversee day-to-day operations of the pumps, traffic circulation and trash pick-up. No other automotive services or retail sales will be available at the station.

The dispensing of gasoline will take place under a 6,768 sq. ft. fueling canopy that would cover three fueling bays with four multi-product dispensers (gasoline pumps) each. Each gasoline pump could fuel two cars at once. The service station will have six stacking lanes to allow for a maximum of 24 vehicles at the pumps. The access drive from Auto Center Parkway and two travel lanes providing queuing for the dispenser area of the fueling station will provide stacking for 32 vehicles behind those fueling, thus permitting a maximum of 56 vehicles possible at one time. The drive entrance at Auto Center Parkway will be widened for enhanced turning radius and access. The service station would also be equipped with a red-light/green-light system to indicate which pump was open and available to the next customer in line along with Costco Pay (a key-fob pay system), which improves queuing efficiency and helps shorten lines to waiting customers. There are no cash transactions. Entry and exit for

fuel deliveries will occur either from the Fremont Boulevard entry or from the Del Monte Boulevard entry into the Auto Center. A right-turn only driveway will be located at the northwest corner to provide an escape route for customers onto Del Monte Boulevard and the exit route for delivery fuel trucks.

The four USTs will be located at the northwestern portion of the fueling station. This would include two 40,000-gallon regular unleaded USTs, one 40,000-gallon premium unleaded UST, and one 1,500-gallon additive UST. The USTs would consist of double-walled fiberglass fuel-storage tanks with leak detection sensors and certified to meet the federal UST leak detection standards of 95 percent probability of detection and five percent probability of false alarm. California State Water Resources Control Board (SWRCB) also certifies the system. The UST monitoring system incorporates automatic shutoffs. In the event gasoline is detected in the sump at the fuel dispenser, the dispenser shuts down automatically and an alarm is sounded. Further, each fuel dispenser includes several safety devices. Specifically, each dispenser sump is equipped with an automatic shutoff valve to protect against vehicle impact. In addition, each fuel hose includes a breakaway device that will stop the flow of fuel at both ends of the hose in the event of an accidental drive-off. Each dispenser is equipped with an internal fire extinguisher. Lastly, all dispensers include leak detection sensors connected to the alarm console inside the controller enclosure.

Additional project improvements include a controller enclosure, transformer, Healy Clean Air Separator, landscaping, and security lighting. The underground tank and piping controls will be contained in a 125 sq. ft. prefabricated controller enclosure. The enclosure will be painted beige and would be located on the southeast corner of the parcel, south of the gasoline pumps. Emergency shut-off switches are installed next to the controller enclosure and in locations near the dispensers, as dictated by the fire code. Light emitting diode (LED) lights would be recessed into the overhead canopy and would provide lighting during operating hours and a lower level of security lighting after hours.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA) Guidelines 15072, a Mitigated Negative Declaration (MND) has been prepared for the proposed project and the text amendments to Chapter 17.14.030 and Chapter 17.52.250 of the Seaside Municipal Code. A Notice of Intent to adopt a MND for the project was circulated for a 20-day public comment period on February 4, 2020, which ended on February 24, 2020. A Final IS/MND was prepared and consists of an introduction, public comment letters received during the 20-day public review period, responses to comments, and revisions to the Draft IS/MND, if deemed applicable. The Final IS/MND and appendices can be accessed from the following web link: <http://www.ci.seaside.ca.us/703/Proposed-Costco-Gas-Station>.

Pursuant to CEQA Guidelines 15074, a Mitigation Monitoring and Reporting Program was prepared and is provided as Attachment 6. The potentially significant environmental issues and Mitigation Measures to reduce the identified impacts to less than significant in the MND are as follows:

Cultural Resources: The construction of the proposed project would occur within the existing developed and paved areas of the site. Any archaeological resources would likely have been unearthed at the time of original disturbance to the site. Further, the City's General Plan does not identify any archaeologically significant sites within the vicinity of the proposed project site. No known archaeological resources or human remains have been documented at the proposed project site. However, no subsurface testing for buried archaeological resources was completed, and, therefore, there is the possibility of inadvertently uncovering such resources or human remains during construction. The potential inadvertent discovery of archaeological resources and/or human remains and potential inadvertent damage or disturbance during construction would be considered a significant impact. This impact can be mitigated to a less-than-significant level with the implementation of **Mitigation Measure CR-1 and CR-2.**

Noise: Project construction will have temporary noise impacts because exterior ambient noise levels typically decrease during the late evening and nighttime hours as community activities (e.g., vehicle traffic) decrease. Construction activities performed during these more noise-sensitive periods of the day could result in substantial increases in ambient noise levels, which may result in increased levels of annoyance and potential sleep disruption for occupants of nearby residential dwellings and the Magic Carpet Lodge. For these reasons, this impact would be considered potentially significant and can be reduced to a less-than-significant level with the incorporation of **Mitigation Measure NOISE-1.**

Traffic/Circulation: The project would contribute additional traffic to the deficient freeway segment of SR 1 between the Canyon del Rey Boulevard Interchange and the Fremont Boulevard interchange, creating a potentially significant impact. This impact can be mitigated to a less than significant level with the implementation of **Mitigation Measure TRAFFIC-1.** A Traffic Impact Analysis (TIA) was prepared for the proposed project by Kittelson & Associates, Inc. (August 2019, Appendix E IS/MND).

STAFF ANALYSIS/FINDINGS

Text Amendment

The project site is located within the Automotive Regional Commercial (CA) Zoning District which currently does not include the "Service Station" land use designation. The purpose of the CA district is to support automotive retail sales and ancillary automotive services. The following is an analysis of the requested Text Amendments and how the proposed service station will be consistent with the City's development standards and the Seaside General Plan:

- Section 17.14.030.B – Table 2-4 (Allowed Land Uses and Permit Requirements for Commercial Zones) will be amended to add a "Service Station" as an allowed use if it obtains approval of a use permit in the Automotive Regional Commercial (CA) Zone.
- A "Service Station" would be consistent with the General Plan Regional Commercial Land Use designation and CA zoning district in that a service station within the CA Zone will serve to facilitate regional commercial use on an arterial roadway. Additionally, there are limited underutilized sites within auto center to

support additional service stations.

- The first sentence of Section 17.52.250.C.2 will be amended as shown with bold and underline language as follows: **Separation between stations:** A service station shall not be closer than 500 feet to another service station except when both are at the same intersection or **separated by a four lane arterial street.**
- The current standard for separation of gas stations was adopted as part of the City's comprehensive Zoning Code Update in 2006. City staff finds that the separation was established to prevent conflicts between stations within close proximity on the same street frontage (e.g. Appearance Vehicle Circulation). City staff finds that the placement of an updated, modern service station separated from another service station by a four lane arterial roadway would not result in either incompatible appearance or vehicle circulation pattern.
- Amend Section 17.52.250.G.3 with the following bold and underline language as follows: **Vehicle Parking:** Vehicles shall not be parked on sidewalks, parkways, driveways, or alleys, and shall not be parked on the premises for the purpose of sale. **Off-street parking for a service station with no on-site cashier, on-site convenience store/vending machines, or on-site vehicle service repair shall be determined by Use Permit approval.**
- The current standard was adopted as part of the City's comprehensive Zoning Code Update in 2006. City staff finds that off-street parking for a card lock, membership type of service station which operates without an on-site cashier, on-site convenience store or on-site service repair should be based on the size, driveway/street access, and on-site queuing on a case-by-case basis in accordance with a use permit approval.
- Add Section 17.52.250.G.4 with the following bold and underline language as follows: **Public Restrooms: A public restroom shall not be required if no on-site cashier, on-site convenience store/vending machines, or on-site vehicle service repair is provided.**
- The current standard for restrooms was adopted as part of the City's comprehensive Zoning Code Update in 2006. City staff finds that the current design for gasoline fueling has evolved to include a card-lock, membership facility which does not have an on-site cashier, convenience store or service garage. Lacking these amenities, a public restroom would not be required and/or necessary.

Use Permit

An application for a Service Station shall be filed through the Use Permit process, and considered by the Planning Commission to determine whether the findings below can be made concerning the proposed project. The findings below assume that the Zoning Ordinance amendments are adopted and thus allow a Service Station as a conditional use:

1. **The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the**

Municipal Code.

Zoning Ordinance Conformance (These findings are predicated upon the text amendments of the Zoning Ordinance in Text Amendment SMA-20-01)

Evidence: This project is located within the Automotive Regional Commercial (CA) Zoning District. The purpose of this district is to support automotive retail sales and ancillary automotive services. The proposed service station, as conditioned and with the proposed text amendments to include service stations as a use permit in the CA zoning district and modifications to the operating standards for service stations that are membership only with no on-site services other than dispensing fuel, would not be detrimental to surrounding properties and the general health, safety and welfare of the community in that:

- *The scope of operations for the proposed fueling station would be compatible and provide support services for automotive related retail sales in the area.*
 - *The project site is located within an urban area of Seaside on a 0.98 acre portion of an existing auto dealership where existing infrastructure and support services (e.g. roadways, access drives, utilities) are already in place.*
 - *The uses surrounding the project site include the adjacent Seaside Auto Center, automotive repair services and a motel that will be separated from the project site via defined boundaries and four lane arterial roadways so that vehicle circulation, noise, and visual impacts will be mitigated.*
 - *The project site is zoned CA and has a General Plan designation of CRG which provides opportunities for a mixture of both automotive retail and automotive service uses. The project site will be connected to an existing roadway within the auto center and adjacent to Del Monte Boulevard which will facilitate on-site circulation and traffic movements so as to not create any excessive delays and provide access to the site for both local and visitor-serving traffic.*
 - *The proposed project is consistent with the design and circulation pattern of the Seaside Auto Center and the required use permit will ensure that the proposed service station use is consistent with the City's development policies (e.g. Design, On-site vehicle circulation, Noise, Lighting, and compatible with the surrounding land uses) to protect the health, safety, and general welfare of the community.*

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale

commercial development with retail or service uses to serve a regional market. The proposed project is consistent with the following General Plan Goals and Policies.

Land Use Element

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

Evidence: The proposed project and text amendments would provide complementary and compatible infill development within an existing regional commercial auto center. The project site is located within an urbanized area of the City and is surrounded by urban uses, including auto dealerships, motels, and restaurants. The proposed service station is located on a major arterial roadway and near other arterial roadways with highway access to sufficiently meet the needs of local residents and visitors.

Evidence: The project site is located in an existing auto mall with commercial zoning. The proposed fueling station would be consistent with and support the existing General Plan land use category in that it would not displace any existing car sales or automotive repair services in the City. The car display lot on the project site has been deemed as being unnecessary for Cypress Coast Ford based on its distance from the showroom. The proposed project would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services and attract visitors to the Auto Center.

Goal LU-2: Revitalize existing commercial areas.

Policy LU-2.7: Continue with the revitalization of the Seaside Auto Center.

Evidence: The proposed project consists of the development of a service station that would be compatible with the auto center and other surrounding land uses by maintaining and diversifying the focused auto retail services of the auto center. The addition of a service station in the Auto Center would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project would provide for infill development within the boundaries of an existing auto center located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and

text amendments would be consistent with the City's development standards and infrastructure in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development within the Auto Center.

Goal LU8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed project will provide an additional revenue source within an infill site to capitalize on both local and visitor customers to enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed project and text amendments will enable and support the attraction of a regional serving commercial use to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: Based on the operating characteristics of the card lock, membership service station, dedicated off-street parking will not be necessary.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is located in an existing auto center with a regional commercial zoning and General Plan Land Use designation. The proposed service station and text amendments to the Seaside Municipal Code would be consistent with and support the existing commercial development, as the new service station would serve to provide a visitor serving commercial use within an area of City well suited for regional commercial activity and would not alter the existing balance of land uses in the City. The proposed project would

diversify the retail uses in the auto center and would increase the City sales tax revenues that can be used to fund future city services.

4. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project. As a condition of approval, the applicant must receive clearance from the applicable public utility agency to permit the connection of standard utilities for the gas pumps and ancillary equipment to service the pumping of gasoline.

Evidence: In accordance with a Traffic Impact Analysis (TIA) was prepared for the proposed project by Kittelson & Associates, Inc. (August 2019, Appendix E IS/MND), access to the site was determined to be adequate and not create any substantial impacts within the Auto Center or the adjoining streets/intersections. The analysis included an examination of the project traffic volumes and intersection Levels of Service (LOS) at the study intersections (Del Monte Boulevard/Tioga Avenue and California Avenue and Tioga Avenue) during the following peak periods:

AM Peak Period: 7:00 A.M to 9:00 A.M

PM Peak Period: 4:00 P.M to 6:00 P.M

Taking into account the unique nature of Costco membership requirements and operations associated with its fueling stations, for the past 18 years, Kittelson and Associates, Inc. has maintained a database of traffic data and travel characteristics for Costco Wholesale. The database is updated periodically each time new Costco traffic counts or other travel information becomes available. Table 29 of the IS/MND illustrates trip data where 22-24 fueling pumps are in operation. The following trip type estimates were evaluated:

- 1. Net new "gas-only" trips*
- 2. Shared trips with warehouse*
- 3. Pass-by "gas-only" trips*

The TIA concluded that additional trips generated by the proposed use would allow all studied intersections to continue to operate acceptably at LOS A or B. The location of the three islands with 12 pumps and site configuration on the property will accommodate the fueling of 24 vehicles, with additional stacking of another 32 vehicles. behind the pumps, within two vehicle stacking lanes adjacent to the pumps, and within a left-turn lane that feeds into the stacking lanes.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to

persons, property, or improvements in the vicinity and zone district in which the property is located.

The granting of Use Permit and Text Amendment would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other existing or future uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

Planning	Commission	Comments
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In review of the project at its meeting on April 22, 2020, the Planning Commission provided the following comments:

Roadway Striping: A consensus of the Commission requested that a condition of approval be added to install some type of striping on the roadway easement between La Salle Avenue to the north and the terminus with the entrance at the northeast corner of the site. The Commission expressed striping would serve to direct traffic circulation as vehicles access the site from La Salle Avenue.

Based on available data from the project Traffic Engineer, it is expected that a relatively small amount of Costco Service Station will approach from La Salle Avenue, and that traffic is not expected to disadvantage other properties or vehicular traffic in a way that warrants the requested striping improvements,

Portable Toilet: A portable toilet will be provided on-site for employee use only. A toilet for the public will not be required based on Zoning Code Text Amendment which will exempt a public toilet for a service station that does not have an on-site cashier, an on-site convenience store and/or vending machines, or on-site vehicle services. The Planning Commission noted that the location of the portable toilet and screening for the toilet needs to identified on project plans.

The applicant has updated the site plan to show location for portable toilet. The controller building will be slightly enlarged to accommodate a compost toilet. This modification will be able to screen the toilet and allow for the compost toilet to be integrated with the sanitary sewer when water meters would be available.

Public	Comment
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The City has not received any written comments on the proposed Mitigated Negative declaration, Text Amendments or service station project prior to the publication of the City Council Agenda.

CONCLUSION

Based on the analysis, staff recommends adoption of the Initial Study/Mitigated Negative Declaration, and approval of Text Amendment SMA-20-01 and Use Permit

Application No. UP-20-02. The proposed Use Permit complies with the goals and policies of the Seaside General Plan and applicable requirements of Title 17 of the Seaside Municipal Code.

ATTACHMENTS

1. Attachment 1 - IS-MND RESOLUTION
 2. Attachment 1 - Exhibit A Final IS-MND for Costco Service Station_3-20-20
 3. Attachment 1 - Exhibit A Initial Study and Initial Study Appendices
 4. Attachment 2 - Draft Ordinance
 5. Attachment 2 - Exhibit A Zoning Code Text Changes
 6. Attachment 3 - Draft Resolution Use Permit
 7. Attachment 3 - Exhibit A Project Location
 8. Attachment 3 - Exhibit A Site Photos
 9. Attachment 3 - Exhibit A Site Plan
 10. Attachment 3 - Exhibit A Fueling Station Rendering
 11. Attachment 3 - Exhibit A Grading Plan
 12. Attachment 3 - Exhibit A Drainage Plan
 13. Attachment 3 - Exhibit A Utility Plan
 14. Attachment 3 - Exhibit A Landscape Plan
 15. Attachment 4 - Location Map
 16. Attachment 5 - Site Photos
 17. Attachment 6 - Final Costco Service Station Addition MMRP_3-20-20
-

RESOLUTION NO. 20-XX CC

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

ADOPTING A MITIGATED NEGATIVE DECLARATION FOR TEXT AMENDMENTS TO CHAPTER 17 OF THE SEASIDE MUNICIPAL CODE AND A USE PERMIT (USE PERMIT APPLICATION No. UP-20-02) FOR A SERVICE STATION LOCATED ON ASSESSOR'S PARCEL 011-523-018.

WHEREAS, the City of Seaside has prepared an Initial Study to evaluate proposed text amendments to Chapter 17 of the Seaside Municipal Code and a use permit for the construction of a 24-pump service station; and

WHEREAS, the Initial Study and the Notice of Intent to Adopt a Mitigated Negative Declaration for the proposed project were circulated for a period of 20 days beginning on February 4, 2020, and ending on February 24, 2020; and

WHEREAS, the proposed text amendments and project is designed to conform with the Seaside General Plan and Seaside Zoning Code; and

WHEREAS, the Seaside Planning Commission, at a duly noticed public hearing on April 22, 2020 considered oral comments and written information concerning the Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration for the proposed text amendments and project, and recommended that the City Council adopt the Mitigated Negative Declaration; and

WHEREAS, the Seaside City Council, at a duly noticed public hearing on May 21, 2020 considered oral comments and written information concerning the Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration for the introduction of the first reading for the proposed text amendments and project; and

NOW, THEREFORE, BE IT RESOLVED that the Seaside City Council adopts the Mitigated Negative Declaration for the proposed text amendments and project based on the following findings:

1. A Mitigated Negative Declaration has been prepared and circulated in accordance with the California Environmental Quality Act (CEQA) Statute and Guidelines.

Evidence: The Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration for the proposed project were prepared, posted and circulated for a period of twenty days with the Monterey County Recorder's Office and Monterey County Clearinghouse and is on file with the City of Seaside Community Development Department located at 440 Harcourt Avenue, Seaside, California.

Evidence: All mitigation measures identified in the Initial Study and Mitigated Negative Declaration and all project changes required to avoid significant effects on the environment have been incorporated into the approved project or are made conditions of approval. A Program for Mitigation Monitoring and/or Reporting on Conditions of Approval (hereafter "the MMRP") has been prepared pursuant to Public Resources Code 21081.6 and is made a condition of approval. Potential environmental effects have been studied, and there is no substantial evidence in the record, as a whole, that supports a

fair argument that the project, as designed and mitigated, may have a significant effect on the environment.

Evidence: The project does not involve impacts which are individually limited but cumulatively considerable, because the described project will incorporate both project-specific mitigation measures and cumulative mitigation measures to avoid significant impacts of the project

Evidence: The project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly, because all adverse effects of the project will be mitigated to an insignificant level.

Evidence: All comments received on the Initial Study have been considered as well as all evidence in the record, whether or not substantial, which includes studies, data, and reports supporting the Initial Study; additional documentation requested by staff in support of the Initial Study findings; information presented or discussed during public hearings; staff reports that reflect the City's independent judgment and analysis regarding the above referenced studies, data, and reports; application materials; and expert testimony. The conclusions of the Mitigated Negative Declaration are reasoned and based on factual foundation.

BE IT RESOLVED THAT the City Council of the City of Seaside, State of California, hereby adopts the "Costco Service Station" Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program provided as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 21st day of May 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

**Final
INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

for the

**COSTCO FUELING
STATION ADDITION**

Prepared for:



City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Prepared by:



Denise Duffy & Associates
947 Cass Street, Suite 5
Monterey, CA 93940

March 2020

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Chapter 1. Introduction

1.1 BACKGROUND

This document, together with the Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND), constitutes the Final Initial Study/Mitigated Negative Declaration (Final IS/MND) for the Costco Fueling Station Addition Project (proposed project). The City of Seaside (City) is the lead agency for the proposed project. The Final IS/MND consists of an introduction, comment letters received during the 20-day public review period, responses to comments, and revisions to the Draft IS/MND, if deemed applicable. The Draft IS/MND was prepared to inform the public of the potential environmental effects of the proposed project and identify possible ways to minimize potential project-related impacts.

1.2 PUBLIC PARTICIPATION

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15073(a), a Notice of Intent to adopt a MND for the project was circulated for a 20-day public comment period on February 4, 2020, which ended on February 24, 2020. A Planning Commission meeting is scheduled for April 1, 2020, to consider the adoption of the Final IS/MND, approval of the proposed project, and proposed text amendment to the Zoning Code and to make a recommendation to City Council. It is anticipated that the proposed project will be scheduled for a City Council meeting in April or May 2020.

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Chapter 2. Response to Comments

2.1 INTRODUCTION

This chapter includes comments received from the public and public agencies during the circulation of the Draft IS/MND. This section contains all information available in the public record related to the Draft IS/MND as of March 5, 2020. **Section 2.3** below responds to comments received during the review period.

2.2 LIST OF COMMENT LETTERS

The following is a list of comment letters/email comments received on the Draft IS/MND and the dates these letters were received:

Comment Letters

A. Monterey Peninsula Water Management District

February 10, 2020

2.3 RESPONSE TO COMMENTS

Each letter received on the Draft IS/MND is presented in this chapter, as identified in **Section 2.2** above. Individual comments in each letter are numbered. Correspondingly numbered responses to each comment are provided in the discussion following the comment letter.

If comments raised environmental issues that required additions or deletions to the text, tables, or figures in the Draft IS/MND, a brief description of the change is provided, and the reader is directed to **Chapter 3, Revisions to the Draft IS/MND**. The comments received on the Draft IS/MND did not result in a "substantial revision" of the negative declaration, as defined by CEQA Guidelines §15073.5, and the new information added to the mitigated negative declaration merely clarifies, amplifies, or makes insignificant modifications to the IS/MND. No new significant effects were identified since the commencement of the public review period that would require mitigation measures or project revisions to be added in order to reduce the effects to less than significant.

Letter A: Monterey Peninsula Water Management District

- A-1:** The introductory paragraph to the letter describes the proposed project and states the letter from the Monterey Peninsula Water Management District (District) includes comments on the project; please refer to specific comments identified below.
- A-2:** The comment states the proposed project would require issuance of a Water Permit by the District and Water Permits from the District should be identified in Section 2.4, page 15, *Project Approvals and Permits*, of the Draft IS/MND. The City is continuing its coordination and consultation with the District on the details of the proposed controller enclosure and landscaping plan to determine permit requirements. The District issues Water Permits only after the City has approved a project and following the plan check process. This clarification has been added to the Draft IS/MND, and these edits can be reviewed in **Chapter 3, Revisions to the Draft IS/MND**.
- A-3:** The comment provides the District's water demand calculation for the proposed project and states that the District will require a separate Water Meter for the landscape. The comment further states that a Water Permit will be issued for the project if sufficient water supply is available. Please refer to **Response to Comment A-2**. The comment notes that a water use authorization from the City may be needed from one of the City's existing water allocations, and the City and applicant are coordinating for the City to grant such water use authorization from the City's water allocations. A Water Meter should not be required because the applicant's plans do not include irrigation systems for the landscaped area due to a xeriscape landscape design.
- A-4:** The comment states that a Complete Landscape Documentation Package and landscape plans must be submitted to the District. The City and project applicant can submit this documentation to the District; however, as noted in **Response to Comment A-3**, the project does not include landscape irrigation systems.
- A-5:** The comment provides information regarding the moratorium on new water serves connection in the Cal-Am system. The proposed project will use little to no additional water. Based on existing City water allocations and the very minimal water use of the project, the proposed project has sufficient water supply and would not be affected by the moratorium. Please refer to **Response to Comments A-2 and A-3**.
- A-6:** The comment states that the District appreciates the opportunity to comment on the Draft IS/MND and reiterates the District requires a Water Permit for the proposed project. Please refer to **Response to Comment A-2**.

Chapter 3 Revisions to the Draft IS/MND

The following section includes revisions to the text of the Draft IS/ND, in amendment form. The revisions are listed numerically by page number. All additions to the text are shown underlined and all deletions from the text are shown ~~stricken~~.

Chapter 2. Project Description

Page 16, Section 2.4, Project Approvals and Permits, Local Agencies, has been amended as follows:

Local Agencies

- City of Seaside, Community Development Department
 - Text amendment to the City Municipal Code
 - Conditional Use Permit
 - Environmental Review
 - Building Permit, includes building, fire, mechanical, electrical, and grading
 - Sign Permit
- Monterey Air Resources District (MBARD)
 - Authority to Construct (ATC) permit
 - Permit to Operate (PTO) a gas station which would include a maximum daily throughput limit
 - 48-hour Notification Prior to Testing
- Monterey County, Department of Agriculture/Weights and Measures
 - Registration of Devices
- Regional Water Quality Control Board (RWQCB)
 - National Pollutant Discharge Elimination System (NPDES) Construction General Permit
- Monterey Environmental Health Bureau (EHB), Hazardous Materials Management Services (CUPA)
 - UST Construction/Repair Permit
 - Operation Permit
 - Hazardous Materials Management Plan (HMMP) through the California Environmental Reporting System (CERS)
 - Inspections (underground storage tank placement, pipe test, and monitoring test; Enhanced Leak Detection test; and a final inspection)
- Monterey Peninsula Water Management District
 - Water Permit

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Initial Study and Appendices

The Initial Study and appendices to the Costco Gas Station Initial Study can be accessed by the following Web links:

- Initial Study: <http://www.ci.seaside.ca.us/703/Proposed-Costco-Gas-Station>
- Appendix A: Air Quality & Greenhouse Gas Impact Analysis For Costco Gas Station Project:
<http://www.ci.seaside.ca.us/DocumentCenter/View/10495/Appendix-A--AQ-GHG-Impact-Analysis>
- Appendix B: Geotechnical Study, Proposed New Fuel Facility, Costco Wholesale Warehouse No. 131:
<http://www.ci.seaside.ca.us/DocumentCenter/View/10496/Appendix-B--Geotechnical-Study>
- Appendix C: Phase I Environmental Site Assessment for the Proposed Costco Gas Station:
<http://www.ci.seaside.ca.us/DocumentCenter/View/10497/Appendix-C--Phase-I-ESA>
- Appendix D: Noise & Groundborne Vibration Impact Analysis for Costco Gas Station Project:
<http://www.ci.seaside.ca.us/DocumentCenter/View/10498/Appendix-D--Noise-and-Vibration-Impact-Analysis>
- Appendix E: Transportation Impact Analysis for the Costco Gasoline Fuel Station Addition:
<http://www.ci.seaside.ca.us/DocumentCenter/View/10493/Appendix-E--Transportation-Impact-Analysis>

DRAFT ORDINANCE 20-XX

AN ORDINANCE OF THE CITY OF SEASIDE FOR PROPOSED TEXT AMENDMENTS TO CHAPTER 17 OF THE SEASIDE MUNICIPAL CODE RELATED TO INCLUDING A SERVICE STATION LAND USE AS A CONDITIONALLY PERMITTED USE IN THE AUTOMOTIVE REGIONAL COMMERCIAL (CA) ZONING DISTRICT AND FACILITY OPERATIONAL STANDARDS FOR SERVICE STATIONS.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDINANCE AS FOLLOWS:

Section 1. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

Section 2. On April 22, 2020, the Seaside Planning Commission held a public hearings to provide the Seaside City Council with a recommendation on the proposed text amendments and considered all oral comments and written information concerning the proposed Ordinance in making its recommendation to the Seaside City Council; and

Section 3. On May 21, 2020, the Seaside City Council introduced the first reading of the draft Ordinance and considered oral comments and written information concerning this Ordinance at a duly noticed public hearing; and on the basis of the record thereof finds the following facts to be true;

Findings:

1. The proposed text amendments to Section 17.14.030.B-Table 2-4 and Section 17.52.250 to Title 17 of the Seaside Municipal Code are consistent with the goals and policies of all elements of the General Plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale commercial development with retail or service uses to serve a regional market. The proposed project is consistent with the following General Plan Goals and Policies.

Land Use Element

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

Evidence: The proposed project and text amendment would provide complementary and compatible infill development within an existing regional commercial auto center. The project site is located within an urbanized area of the City and is surrounded by urban uses, including auto dealerships, motels, and restaurants. The proposed service station is located on a major arterial roadway and near other roadways to sufficiently meet the needs of local residents and visitors.

Evidence: The project site is located in an existing auto mall with commercial zoning. The proposed service station would be consistent with and support the existing General Plan land use category in that it would not displace any existing car sales or automotive repair services in the City. The car display lot on the project site has been deemed as being unnecessary for Cypress Coast Ford based on the lots distance from the showroom. The proposed project and text amendments would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services and attract visitors to the Auto Center.

Goal LU-2: Revitalize existing commercial areas.

Policy LU-2.7: Continue with the revitalization of the Seaside Auto Center.

Evidence: The proposed project consists of the development of a service station that would be compatible with the auto center and other surrounding land uses by maintaining and diversifying the focused auto retail services of the auto center. The addition of a service station in the Auto Center would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project would provide for infill development within the boundaries of an existing auto center located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and text amendments would be consistent with the City's development standards and infrastructure in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development within the Auto Center.

Goal LU-8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales and/or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed project will provide an additional revenue source within an infill site to capitalize on both local and visitor customers to enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed project and text amendments will enable and support the attraction of regional serving commercial uses to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: Based on the operating characteristics of the card lock, membership service station, dedicated off-street parking will not be necessary.

2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Evidence: The approval of a service station would be subject to the review and approval of a Use Permit Application to ensure that the location and operation of a service station would complement existing land use, and enhances the character of the community and its neighborhoods.

3. The exemption from the California Environmental Quality Act (CEQA) has been CEQA Guidelines

Evidence: The City of Seaside has prepared an Initial Study for the proposed text amendments to the Seaside Municipal Code pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075. The Initial Study is provided as Exhibit "A" to the Ordinance. Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines, it has been determined that the proposed text amendments would not have an environmental effect on the environment.

Section 4. The proposed amendments to Title 17 of the Seaside Municipal Code consist of the text amendments to Section 17.14.030.B – Table 2-4 of the Seaside Municipal Code and Section 17.52.250 as shown on Exhibit "B".

*** Proposed added text is shown with bold underline (Underline)**

Section 5. Severability.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentences, clauses or phrases even if certain parts are held to be unconstitutional, invalid or unenforceable.

Section 6 Legal Construction. The provisions of this Ordinance shall be construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of public health, safety, and welfare.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall, within thirty (30) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside on the 21st day of May, 2020, and

PASSED AND ADOPTED by the City Council of the City of Seaside on the 4th day of June, 2020, by the following roll call vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Zoning Code Text Changes

(Text changes are noted in **Bold** and Underlined)

TABLE 2-4 - Allowed Land Uses and Permit Requirements for Commercial Zones

P	Permitted Use, Zoning Clearance required	CMX – Commercial Mixed Use						
MUP	Minor Use Permit required (see Section 17.62.070)	CC – Community Commercial						
UP	Use Permit required (see Section 17.62.070)	CRG – Regional Commercial						
—	Use not allowed	CA – Automotive Regional Commercial						
		CH – Heavy Commercial						
LAND USE ⁽¹⁾		PERMIT REQUIRED BY ZONE					SPECIFIC USE REGS	
			CMX	CC	CRG	CA		CH
Big box retail			—	—	UP	—	—	
Building and landscape materials sales - Indoor			—	UP	P	—	P	
Building and landscape materials sales - Outdoor			—	UP	UP	—	P	
Construction and heavy equipment sales and rental			—	—	—	—	UP	
Convenience or liquor store			UP ⁽⁴⁾	UP ⁽⁴⁾	UP ⁽⁴⁾	—	—	17.52.080
Drive-through retail or service			UP ⁽⁴⁾	UP ⁽⁴⁾	UP ⁽⁴⁾	—	—	17.52.090
Drug store			P	P	P	—	—	
Equipment rental - Indoor			—	P	P	—	P	
Equipment rental - With outdoor storage			—	—	—	—	UP	
Fuel dealer			—	—	—	—	UP	
Furniture, furnishings and appliance store			P	P	P	—	P	
General retail - 5,000 sf or larger ⁽³⁾			MUP	P	P	—	—	
General retail - Less than 5,000 sf ⁽³⁾			P	P	P	—	—	
Grocery or specialty food store - 5,000 sf or larger ⁽³⁾			P	UP	P	—	—	
Grocery or specialty food store - Less than 5,000 sf ⁽³⁾			P	P	P	—	—	
Medical marijuana dispensaries		—	—	—	—	—	—	17.52.150
Mobile home, boat, or RV sales			—	—	—	—	UP	
Motorcycle sales, new, with accessory used sales			—	—	—	P	UP	
Night club			UP	UP	UP	—	—	
Outdoor retail sales and activities			P	P	P	—	—	17.52.190
Restaurant, café, coffee shop - Table service ⁽³⁾			P	P	P	—	P	
Restaurant, café, coffee shop - Counter service ⁽³⁾			UP	UP	UP	—	—	
Restaurant - Fast food ⁽³⁾			UP	—	UP	—	—	
Service station		—	—	UP	UP	UP	UP	17.52.250
Speculative retail building			UP	UP	UP	—	—	
Shopping center			UP	UP	UP	—	—	
Second hand store			—	P	—	—	—	
Winery/wine tasting			MUP	MUP	MUP	—	—	

Text
Change to
Table 2-4:
Add UP
to Service
Station in
CA Zone

SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Automatic teller machine (ATM)		P	P	P	P	P	
Bank, financial services		P	P	P	—	—	
Business park		—	—	UP	—	—	
Business support service		P	P	P	—	—	
Medical services - Clinic, urgent care		UP	P	UP	—	—	
Medical services - Doctor office		MUP ⁽²⁾	P	—	—	—	
Medical services - Extended care	—	UP	—	—	—	—	

Chapter 17.42 Standards for Specific Land Uses

17.52.240 - SENIOR HOUSING PROJECTS

- A. **Applicability.** Senior housing projects shall comply with the requirements of this Section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards).
- B. **Limitations on location.** A senior housing project shall be reasonably near public transit and retail shopping, as determined by the review authority, and shall not be located to front on an arterial street including Broadway Avenue and Del Monte and Fremont Boulevards.
- C. **Processing requirements.**
 - 1. **Pre-application review.** The project must be reviewed at a pre-application conference.
 - 2. **Planned Development requirement.** The project must be developed as a planned development.
 - 3. **Needs assessment.** The applicant shall provide a needs assessment with the planning permit application for the project, demonstrating adequate market support for senior housing in the area.
- D. **Design and development standards.**
 - 1. **Height limit.** A senior housing structure shall not exceed three stories in height.
 - 2. **ADA requirements.** Each shall be designed and constructed to be accessible to disabled persons.
- E. **Operating requirements.**
 - 1. **Age requirement.** Senior housing units may be leased or rented only to persons 62 years of age or older.
 - 2. **Deed restrictions.** The property owner shall record deed restrictions against the property in a form approved by the City Attorney restricting the rental and occupancy of the units to persons 62 years of age or older except for spouses, temporary residents for a maximum 60 days per year, and primary caregivers over 45 years of age.

17.52.250 - SERVICE STATIONS

- A. **Applicability.** Motor vehicle service stations (including card lock facilities) shall comply with the requirements of this Section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards).
- B. **Application requirements.** Each application for a new or remodeled service station shall include a photometric lighting plan identifying all proposed light sources and their illumination levels, to assist in evaluating compliance with the outdoor lighting requirements of Subsection E.5 and Section 17.30.070 (Outdoor Lighting).
- C. **Limitations on location.**
 - 1. **Prohibited locations.** A service station site shall not abut a residential zoning district or residential use.
 - 2. **Separation between stations.** A service station shall not be closer than 500 feet to another service station except when both are at the same street intersection **or separated by a four lane arterial roadway**. The distance shall be measured in a straight line from the nearest property line of the sites for each service station. No more than two service stations shall be located at the same street intersection.
- D. **Site requirements.** A site proposed for a new service station shall:
 - 1. Be located on an arterial street on a site with a minimum of 150 feet of frontage; and
 - 2. Have a minimum area of 15,000 square feet and a minimum depth of 100 feet.

Add text to
Section
17.52.250.C.2

Date

Chapter 17.42 Standards for Specific Land Uses

shall not be of a high intensity so as to cause a traffic hazard, be used as an advertising element, or adversely affect adjacent properties, in compliance with Section 17.30.070 (Outdoor Lighting). Lighting fixtures/lamps shall be the most energy efficient available, including fluorescent, compact fluorescent, low-pressure sodium, high-pressure sodium, or other lighting technology that is of equal or greater energy efficiency.

6. **Signs and banners.** Signs, banners, and promotional flags shall comply with Chapter 17.40 (Signs).
 7. **Solid waste and recyclables storage.** The storage and disposal of solid waste and recyclable materials, including used or discarded motor vehicle parts or equipment, and fluids, shall comply with all applicable federal, state, and local requirements. Outdoor solid waste and recyclable storage areas shall be screened by a solid masonry wall with a height of 6 feet, or as approved by the review authority. The wall design, materials, and colors shall be compatible with the primary structures on the site, as determined by the review authority.
- F. Building design standards.** Each new service station shall comply with the following standards.
1. **Architectural character.** Service station architecture shall fit with the existing or intended character of the surrounding area as determined by the review authority.
 2. **Bay orientation.** Service bay openings shall not face a public street.
 3. **Restrooms.** Each service station shall maintain one or more restrooms available for use by the general public without charge. Restroom entrances shall be screened from the view of the public right-of-way.
- G. Facility operating standards.**
1. **Restriction on outdoor activities.** Outdoor activities on a service station site shall be limited to fueling, replenishing air, water, oil and similar fluids, and the replacement of minor parts (e.g., lamp bulbs, wiper blades, and other similar items) requiring only the use of small hand tools while a vehicle is being serviced at the pump island. Where minor auto repair is permitted by Article 2 (Zones, Permitted Land Uses, and Zoning Standards), all repair activities shall occur entirely within an automotive work bay in an enclosed structure.
 2. **Display.** There shall be no outdoor display of equipment or merchandise, except as allowed in compliance with Subsection H.1, below.
 3. **Vehicle parking.** Vehicles shall not be parked on sidewalks, parkways, driveways, or alleys, and shall not be parked on the premises for the purpose of sale. Off-street parking for a service station with no on-site cashier, on-site convenience store/vending machines, or on-site vehicle service repair shall be determined by Use Permit approval.
 4. **Public Restrooms:** A public restroom shall not be required if no on-site cashier, on-site convenience store/vending machines, or on-site vehicle service repair is provided.
- H. Accessory uses.** The following accessory uses are prohibited unless specifically allowed as part of Use Permit approval.
1. **Outdoor storage.** One or more outdoor storage and display cabinets or enclosures other than the primary structure may be approved by the review authority, provided that their combined total area shall not exceed 50 square feet. The construction and finish of storage and display cabinets shall be compatible with the primary structures on the site, as determined by the review authority. Outdoor storage and display cabinets may be used only for the display and sale of brake fluid, gasoline additives, oil, transmission fluid, windshield wipers and fluid, and other similar merchandise. The outdoor storage of tires shall be prohibited. No outdoor vending machines are allowed.
 2. **Tow truck operations.** Where tow truck operations are approved as part of a service station by the Commission, no abandoned, disabled, junked, wrecked, or otherwise nonoperational motor vehicles shall remain on-site for more than five days, and shall be stored entirely within an enclosed structure or parking lot screened from the public view

Add Text to
Section
17.52.250.G.3
and new Section
17.52.250.G.4

RESOLUTION NO. 20-XX CC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING USE PERMIT NO. UP-20-02 TO ALLOW AN AUTOMOTIVE SERVICE STATION IN THE AUTOMOTIVE REGIONAL COMMERCIAL (CA) ZONING DISTRICT LOCATED AT THE NORTHEAST CORNER OF DEL MONTE BOULEVARD AND AUTO CENTER PARKWAY (APN 011-523-018).

WHEREAS, AUG Inc., Property Owner, and Barghausen Consulting Engineers, Applicant, have filed an application for Use Permit approval and the adoption of Text Amendments to Chapter 17 of the Seaside Municipal Code, to allow for an automotive service station; and,

WHEREAS, the Seaside Planning Commission held a duly noticed public hearing on April 22, 2020, to provide the City Council with a recommendation on the use permit and text amendments; and,

WHEREAS, the Seaside City Council held a duly noticed public hearing on May 21, 2020 to receive and consider oral comments concerning the proposed use permit and to introduce the first reading of the Ordinance adopting text amendments to Chapter 17 of the Seaside Municipal Code; and

WHEREAS, In accordance with the California Environmental Quality Act (CEQA) Guidelines 15072, a Mitigated Negative Declaration (MND) has been prepared for the proposed project and the text amendments to Chapter 17 of the Seaside Municipal Code. A Notice of Intent to adopt a MND for the project was circulated for a 20-day public comment period on February 4, 2020, which ended on February 24, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council adopts the following findings in support of and approve Use Permit Application No.20-02:

USE PERMIT FINDINGS

1) The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Zoning Ordinance Conformance (These findings are predicated upon the text amendments of the Zoning Ordinance as proposed in Text Amendment SMA 20-01.)

Evidence: This project is located within the Automotive Regional Commercial (CA) Zoning District. The purpose of this district is to support automotive retail sales and ancillary automotive services. The proposed service station, as conditioned and with the proposed text amendments, to include service stations as a conditional use in the CA zoning District and modifications to the operating standards for service stations that are membership service stations with no on-site services other than dispensing fuel, would not be detrimental to surrounding properties and the general health, safety and welfare of the community in that:

- a. *The scope of operations for the proposed service station would be compatible and provide support services for automotive related retail sales in the area.*
- b. *The project site is located within an urban area of Seaside on a 0.98 acre portion of an existing auto dealership where existing infrastructure and support services (e.g. roadways, access drives, utilities) are already in place.*
- c. *The uses surrounding the project site include the adjacent Seaside Auto Center, automotive repair services and a motel that will be separated from the project site via defined boundaries and four lane arterial roadways so that vehicle circulation, noise, and visual impacts will be mitigated.*
- d. *The project site is zoned CA and has a General Plan designation of CRG, which provides opportunities for a mixture of both automotive retail and automotive service uses. The project site will be connected to an existing roadway within the auto center and adjacent to Del Monte Boulevard which will facilitate on-site circulation and traffic movements so as to not create any excessive delays and provide access to the site for both local and visitor-serving traffic.*
- e. *The proposed project is consistent with the design and circulation pattern of the Seaside Auto Center and the required use permit will ensure that the proposed service station use is consistent with the City's development policies (e.g. Design, On-site vehicle circulation, Noise, Lighting, and compatible with the surrounding land uses) to protect the health, safety, and general welfare of the community.*

2) The proposed use is consistent with the General Plan and any applicable specific plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale commercial development with retail or service uses to serve a regional market.

The proposed project is consistent with the following General Plan Goals and Policies.

Land Use Element

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

Evidence: The proposed project and text amendment would provide complimentary and compatible infill development within an existing regional commercial auto center. The project site is located within an urbanized area of the City and is surrounded by urban uses, including auto dealerships,

motels, and restaurants. The proposed service station is located on a major arterial roadway and near other roadways with highway access to sufficiently meet the needs of local residents and visitors.

Evidence: The project site is located in an existing auto mall with commercial zoning. The proposed service station would be consistent with and support the existing General Plan land use category in that it would not displace any existing car sales or automotive repair services nor alter the balance of service stations in the City. The proposed project and text amendment would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services. The car display lot on the project site has been deemed as being unnecessary for Cypress Coast Ford based on its distance from the showroom. The proposed project would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services and attract visitors to the Auto Center.

Goal LU-2: Revitalize existing commercial areas.

Policy LU-2.7: Continue with the revitalization of the Seaside Auto Center.

Evidence: The proposed project consists of the development of a service station that would be compatible with the auto center and other surrounding land uses by maintaining and diversifying the focused auto retail services of the auto center. The addition of a service station in the Auto Center would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project would provide for infill development within the boundaries of an existing auto center located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and text amendments would be consistent with the City's development standards and infrastructure in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development within the Auto Center

Goal LU8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed project will provide an additional revenue source within an infill site to capitalize on both local and visitor serving customers to enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed project and text amendments will enable and support the attraction of regional serving commercial uses to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: Based on the operating characteristics of the card lock, membership service station, dedicated off-street parking will not be necessary.

3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is located in an existing auto center with a regional commercial zoning and General Plan Land Use designation. The proposed service station and text amendments to the Seaside Municipal Code would be consistent with and support the existing commercial development, as the new service station would serve to provide a visitor serving commercial use within an area of City well suited for regional commercial activity and would not alter the existing balance of land uses in the City. The proposed project would diversify the retail uses in the auto center and would increase the City sales tax revenues that can be used to fund future city services.

4) The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project. As condition of approval, the applicant must receive clearance from the applicable public utility agency to permit the connection of standard utilities for the gas pumps and ancillary equipment to service the pumping of gasoline.

Evidence: In accordance with a Traffic Impact Analysis (TIA) was prepared for the proposed project by Kittelson & Associates, Inc. (August 2019, Appendix E IS/MND), access to the site was determined to be adequate and not create any substantial impacts within the Auto Center

or the adjoining streets/intersections. The analysis included an examination of the project traffic volumes and intersection Levels of Service (LOS) at the study intersections (Del Monte Boulevard/Tioga Avenue and California Avenue and Tioga Avenue) during the following peak periods:

AM Peak Period: 7:00 A.M to 9:00 A.M

PM Peak Period: 4:00 P.M to 6:00 P.M

Taking into account the unique nature of Costco membership requirements and operations associated with its service stations, for the past 18 years Kittelson and Associates, Inc. has maintained a database of traffic data and travel characteristics for Costco Wholesale. The database is updated periodically each time new Costco traffic counts or other travel information becomes available. Table 29 of the IS/MND illustrates trip data where 22-24 fueling pumps are in operation. The following trip type estimates were evaluated:

1. Net new "gas-only" trips
2. Shared trips with warehouse
3. Pass-by "gas-only" trips

The TIA concluded that additional trips generated by the proposed use would allow all studies intersections to continue to operate acceptably at LOS A or B. The location of the three islands with 12 pumps and site configuration on the property will accommodate the fueling of 24 vehicles, with additional stacking of another 32 vehicles behind the pumps, within two vehicle stacking lanes adjacent to the pumps, and within a left-turn lane that feeds into the stacking lanes.

5) Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The granting of Use Permit and Text Amendment would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other existing or future uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

BE IT FURTHER RESOLVED, the Seaside City Council hereby grants the approval of Use Permit Application No. 20-02 subject to the following terms and conditions:

Project Specific:

1. The proposed project shall substantially conform to the submitted plans for the project date stamped December 2020, on file with the Community Development Department, as herein modified, or as modified by the Community Development Director in accordance with Exhibit A – Project Plans. The director may also approve subsequent minor modifications to plans during plan check if such modifications are consistent with provisions of the Seaside Municipal Code (SMC) or other applicable regulations.

2. This approval shall become null and void unless the use is established within twelve (12) months of the date of adoption of the second reading of the text amendment for the project by the City Council. Time extensions may be granted if a written request and associated fee are received by the Community Development Department within 30 days prior to the expiration.
3. Unless otherwise specified, the conditions contained in this Attachment shall be complied with as specified, subject to review and approval by the Community Development Department.
4. As a condition of approval of UP-20-02, the applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third -party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, the Planning Commission, or any other decision- making body, including staff, concerning this project. The City agrees to promptly notify the applicants of any such claim or action filed against the City and to fully cooperate in the defense of any such action. The City may, at its sole cost and expense, elect to participate in defense of any such action under this condition.
5. All on- site signs shall comply with the City's Sign Code in Chapter 17.40 of the SMC.
6. All final exterior colors and materials shall be subject to review and approval of the Community Development Department and final field inspection by the Planning Division. Colors, materials and textures shall be noted on the construction plans.
7. The applicant shall obtain approval from the Monterey Bay Air Pollution Control District (MBAPCD) prior to the issuance of the building or grading permit. The applicant shall comply with all District regulations during construction.
8. Any noise generated by the proposed gasoline station, including any noise associated with construction, shall comply with the City's Noise Ordinance.

Business License Tax Conditions

9. Prior to the issuance of a Certificate of Occupancy, the applicant shall obtain a City of Seaside Business License Tax Certificate.
10. All taxable sales associated with the Costco Wholesale service station shall be booked in the City of Seaside.

LANDSCAPING

11. All proposed landscaping and/or irrigation plans shall comply with the approved plans and with the Monterey Peninsula Water Management District (MPWMD) Water Model Efficiency Landscape Ordinance. A Landscape Installation Certificate of Completion, certifying that

the landscaping was installed in accordance with the approved plans by a Landscape Contractor, shall be submitted to the Community Development Department prior to the final inspections by Building and Planning Divisions.

12. All plant materials shall be installed in a healthy condition, typical to the species, and shall be maintained in a neat and healthy condition. Maintenance includes, but is not limited to, trimming, mowing, weeding, removal of litter, fertilizing, regular watering, and replacement of dead or diseased dying plants.

MISCELLANEOUS

13. Adequate lighting shall be provided to illuminate the fueling area, subject to Community Development Department review and approval. Said lighting shall meet requirements set forth in the Building Security and California Fire Codes.
14. Fire and Police access and passage shall be permitted at all times.
15. The proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District.
16. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.
17. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.
18. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

USE RESTRICTIONS

19. Business hours are from 5:30 a.m. to 10:00 p.m. daily. Hours of operation may be modified by the Director of Community Development if it is determined that no impacts to surrounding tenants or properties will occur.
20. No outdoor storage is permitted or display of materials shall be permitted except allowed on the project approved site plan or as approved by the Zoning Administrator.
21. The subject property shall be maintained in a safe, clean and sanitary condition at all times. The property owners shall be responsible for the daily maintenance and up-keep of the businesses, including but not limited to trash removal, painting, graffiti removal, and maintenance of improvements to ensure that the facilities are maintained in a neat and attractive manner.

PLANCHECK SUBMITTAL

22. At the time of building or encroachment permit application, the plans shall comply with the latest edition of the 2019 California Building and Fire codes, City Ordinances, State, Federal laws, and regulations as adopted by the City Council.
23. Prior to submittal of a Storm Water Control Plan (SWCP), the applicant shall submit a deposit as specified in the Fees and Charges to the Public Works Department for the estimated cost of reviewing the SWCP.
24. Prior to any work in the public right-of-way, an Encroachment Permit shall be obtained from and applicable fees paid to the Public Works Department
25. Prior to issuance of a Building Permit, the applicant shall submit an underground storage tank plan to the Monterey County Health Department for review and approval.
26. The developer shall submit storm drain plans, prepared by a California registered professional civil engineer, depicting proposed storm drain improvements for the project. All storm drain improvements shall comply with the City of Seaside Construction Standards for Private Streets, Storm Drain and On -Site Private Improvements Manual
27. The developer shall submit precise grading plans, prepared by a California registered professional civil engineer, depicting proposed grading, erosion control and improvements for the project.
28. Any damage from the project done to existing public right-of-way improvements and/or utilities shall be repaired to the satisfaction of the City Engineer before final inspection.
29. Provide preliminary hydrology and hydraulic calculations to substantiate retention of storm water runoff for the entire redevelopment for the 95% storm event
30. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)
 - a. Complete and submit the Storm water Compliance Tracking Form, with signature with building permit application.
 - b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.
 - c. If the disturbed area is greater than one (1) acre, a Storm water Pollution Prevention Plan (SWPPP) shall be prepared and a WDID obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.
32. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project. (SMC 15.32.170)

- a. As part of building permit application, develop civil grading and drainage plans to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.
 - b. Oil/water separator shall be connected to the sanitary sewer system. A normally closed emergency shutoff valve shall be required on the outlet of the oil/water separator. Applicant to contact Monterey One Water for review and approval requirements for connection to the sanitary sewer system.
 - c. Drainage shall not be directed to adjacent properties.
33. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Storm Water Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4 as applicable.(SMC 8.46.130)
- a. Applicant shall submit a Storm Water Control Plan prior to finalizing site plan or civil grading and drainage plans. Storm Water Control Plan shall be approved by the City prior to finalizing project civil grading and drainage plans and shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.
 - i. Provide a soils engineering report describing the soil type and soil hydrologic soil group substantiating design of structural storm water control measures described within the Storm Water Control Plan.
 - b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Storm Water Control Plan.
 - i. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.
 - c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:
 - i. Include indemnity, insurance and security requirements in conformance with the template provided by the City, and
 - ii. include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all storm water control measures (SCMs), and
 - iii. include a legal description of the property, and

iv. describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and

v. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Storm water Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and

vi. include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.

34. Project shall provide ADA compliant path of travel across driveway approach fronting Del Monte Boulevard.

35. Vehicles shall only be permitted to make a right turn on to Del Monte Boulevard. Driveway approach shall be constructed to permit right turns only.

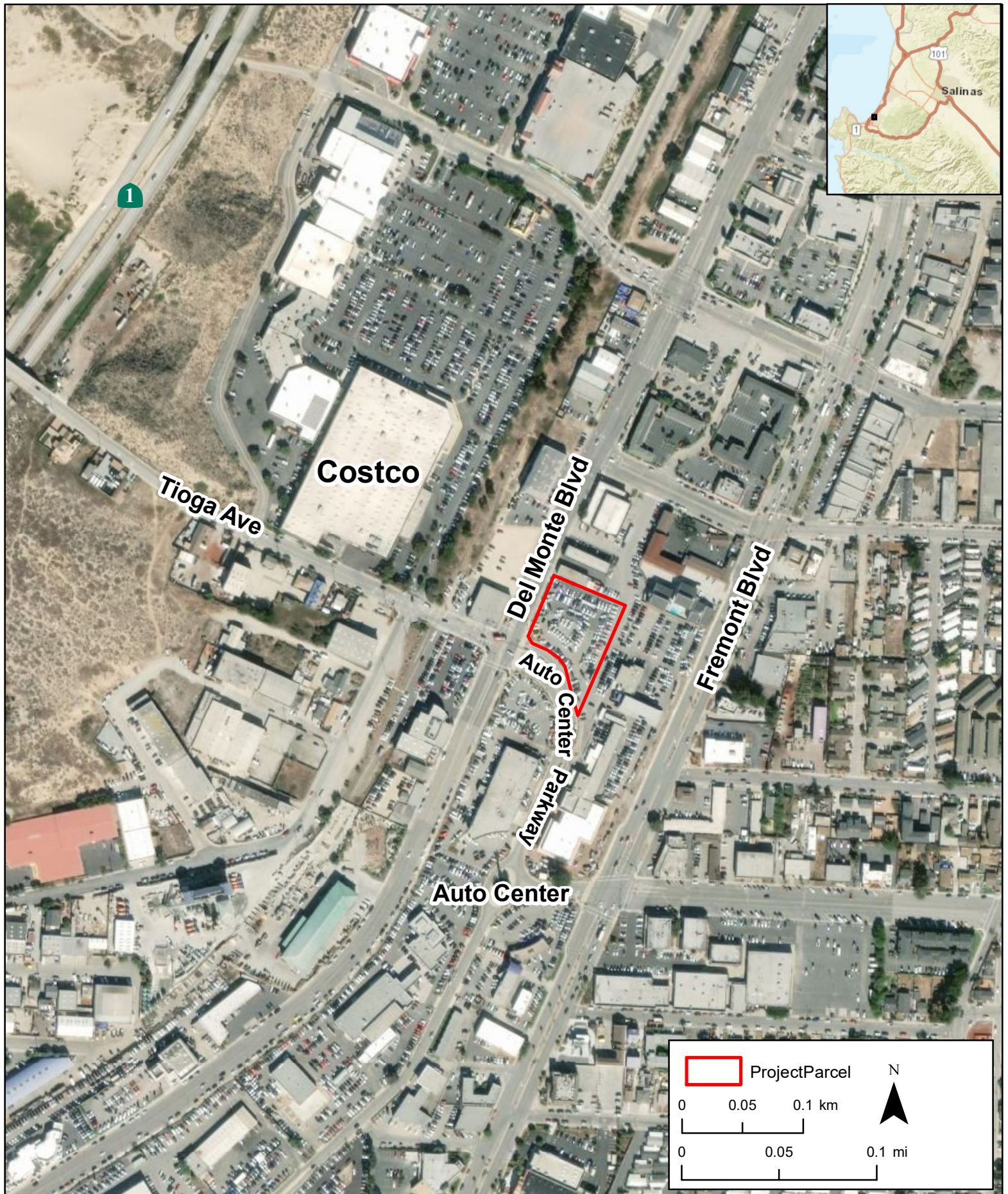
PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside, State of California, on the 21st day of May, 2020, by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



Title: Project Location	Date: 8/21/2019 Scale: 1 inch = 0.06 miles Project: 2019-17	Monterey San Jose Denise Duffy and Associates, Inc. Environmental Consultants Resource Planners 947 Cass Street, Suite 5 Monterey, CA 93940 (831) 373-4341	Figure 2
---	--	---	--------------------------



Photo 1. View from the southeast corner of the proposed project site facing northwest, showing Auto Center Parkway bordering the site and the Tioga and Auto Center Parkway intersection in the distance.



Photo 2. Views from the northwest corner of the proposed project site facing southeast.



Photo 3. Views from the northern boundary of the proposed project site facing south.



Photo 4. Views from the eastern boundary of the proposed project site facing west.

Source: DD&A, October 2019

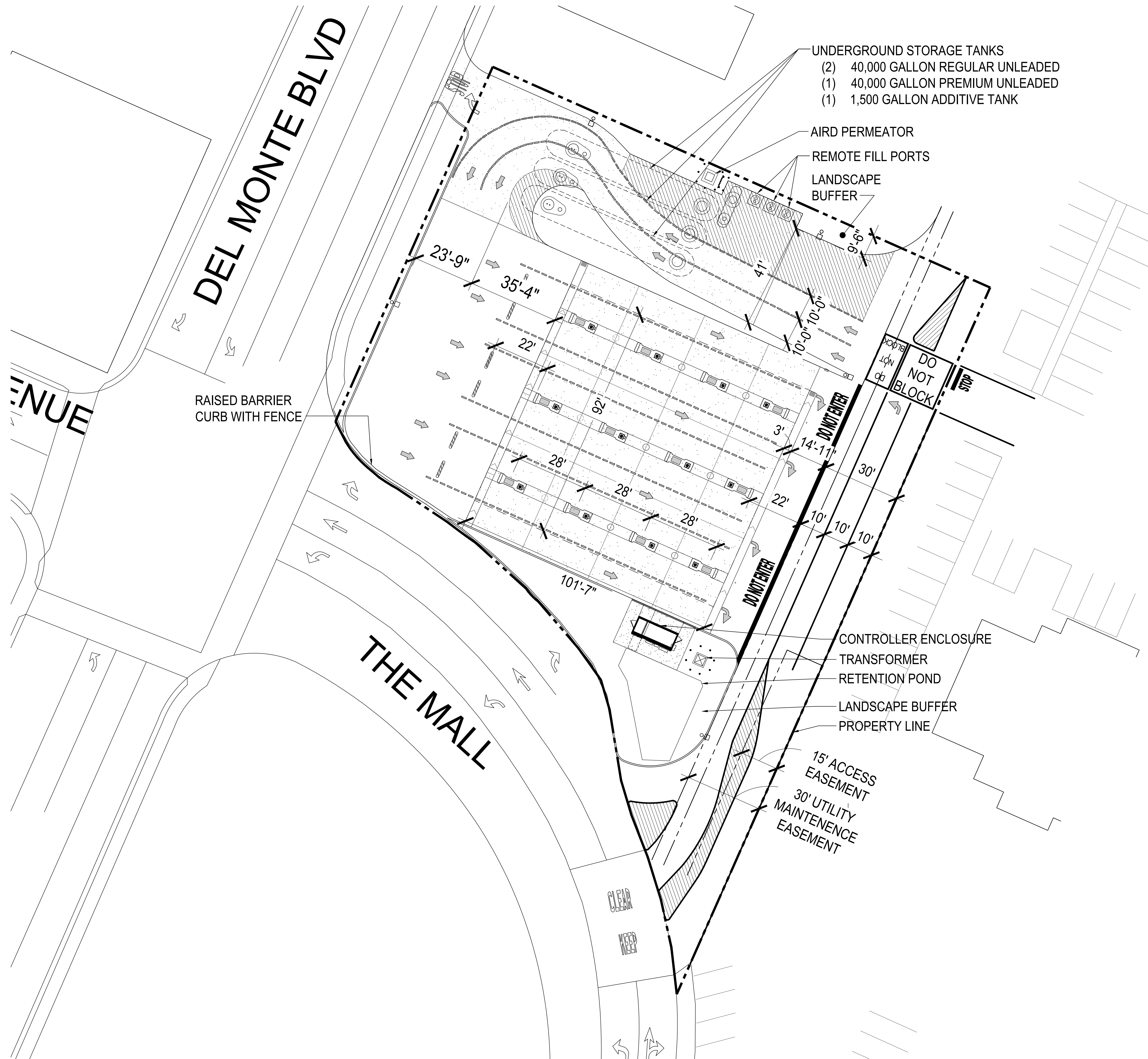
Title: **Site Photos**

Date 12/4/19
 Scale N/A
 Project 2019.17



Monterey | San Jose
Denise Duffy and Associates, Inc.
 Environmental Consultants Resource Planners
 947 Cass Street, Suite 5
 Monterey, CA 93940
 (831) 373-4341

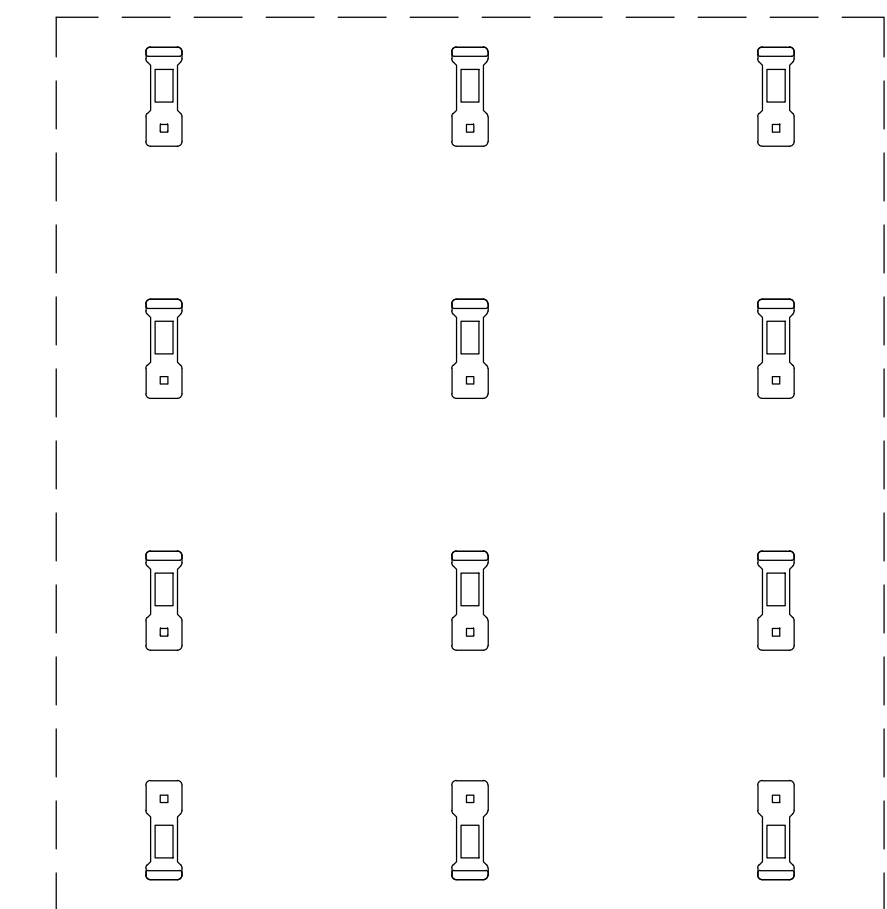
Figure
3



- UNDERGROUND STORAGE TANKS
(2) 40,000 GALLON REGULAR UNLEADED
(1) 40,000 GALLON PREMIUM UNLEADED
(1) 1,500 GALLON ADDITIVE TANK

AIRD PERMEATOR
REMOTE FILL PORTS
LANDSCAPE
BUFFER

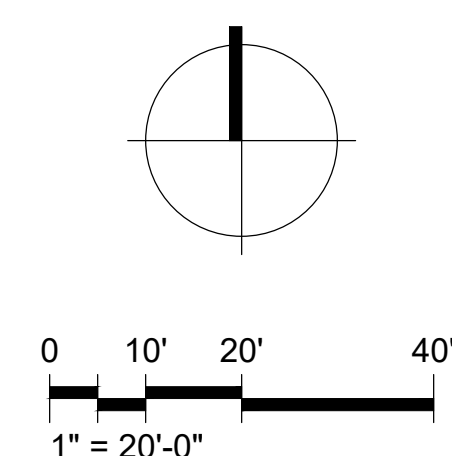
RAISED BARRIER
CURB WITH FENCE



KEY PLAN
SCALE: NTS

CONTROLLER ENCLOSURE
TRANSFORMER
RETENTION POND
LANDSCAPE BUFFER
PROPERTY LINE

15' ACCESS
EASEMENT
30' UTILITY
MAINTENANCE
EASEMENT



COSTCO
WHOLESALE
SAND CITY, CA
#131

801 TIOGA ROAD
SAND CITY, CA 93955

1101 Second Ave. Ste 100
Seattle, WA 98101
206 962 6500
MG2.com

MG2

93-0960-17
MARCH 3, 2020

CONCEPT
SITE PLAN

DD11-15A

COSTCO WHOLESALE

SAND CITY, CALIFORNIA

ENLARGED SITE PLAN

MARCH 3, 2020

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Source: MG2, May 2019

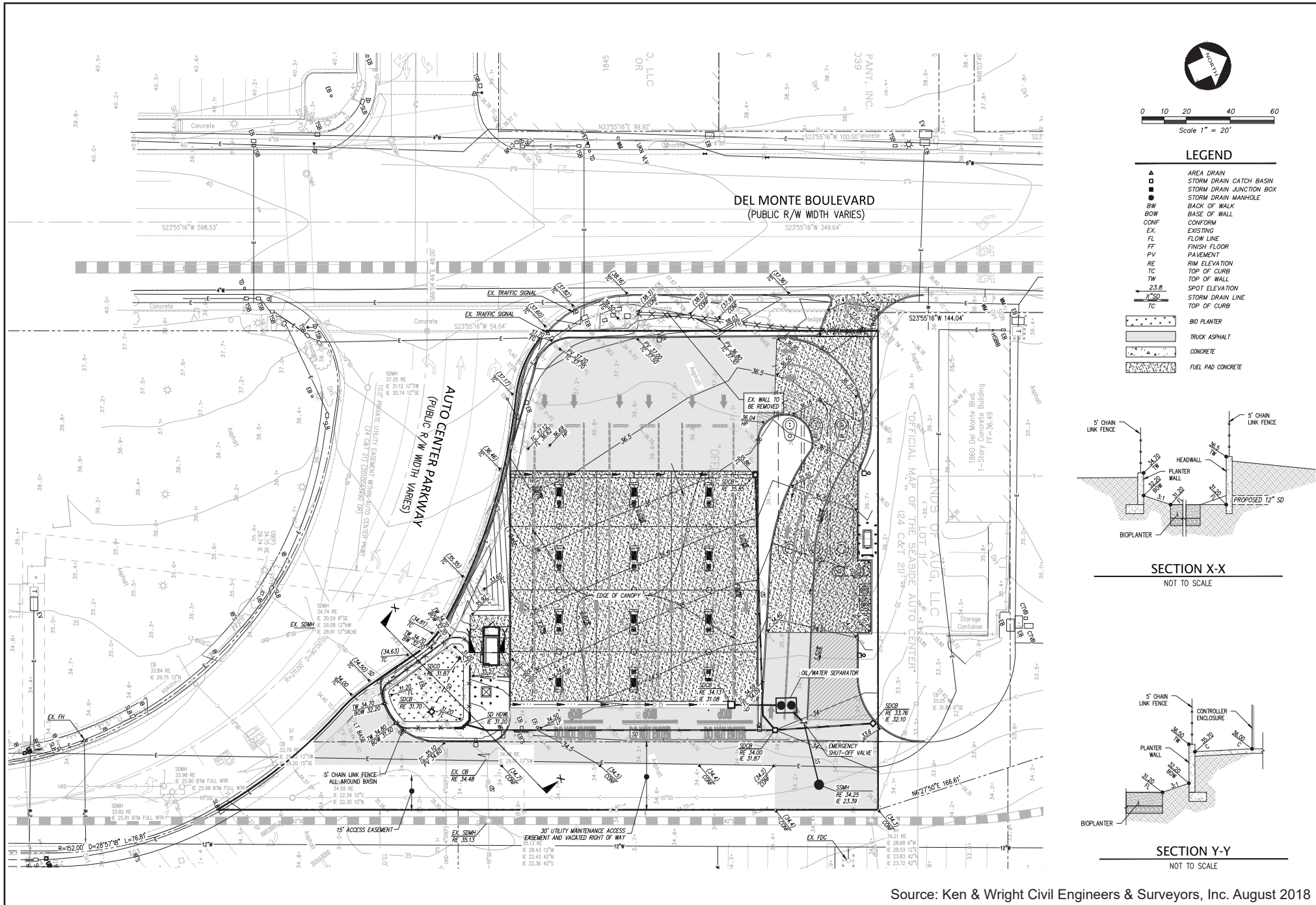
Title: **Fueling Station Rendering**

Date 9/5/19
 Scale NTS
 Project 2019.17



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 Environmental Consultants Resource Planners
 947 Cass Street, Suite 5
 Monterey, CA 93940
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Figure
5



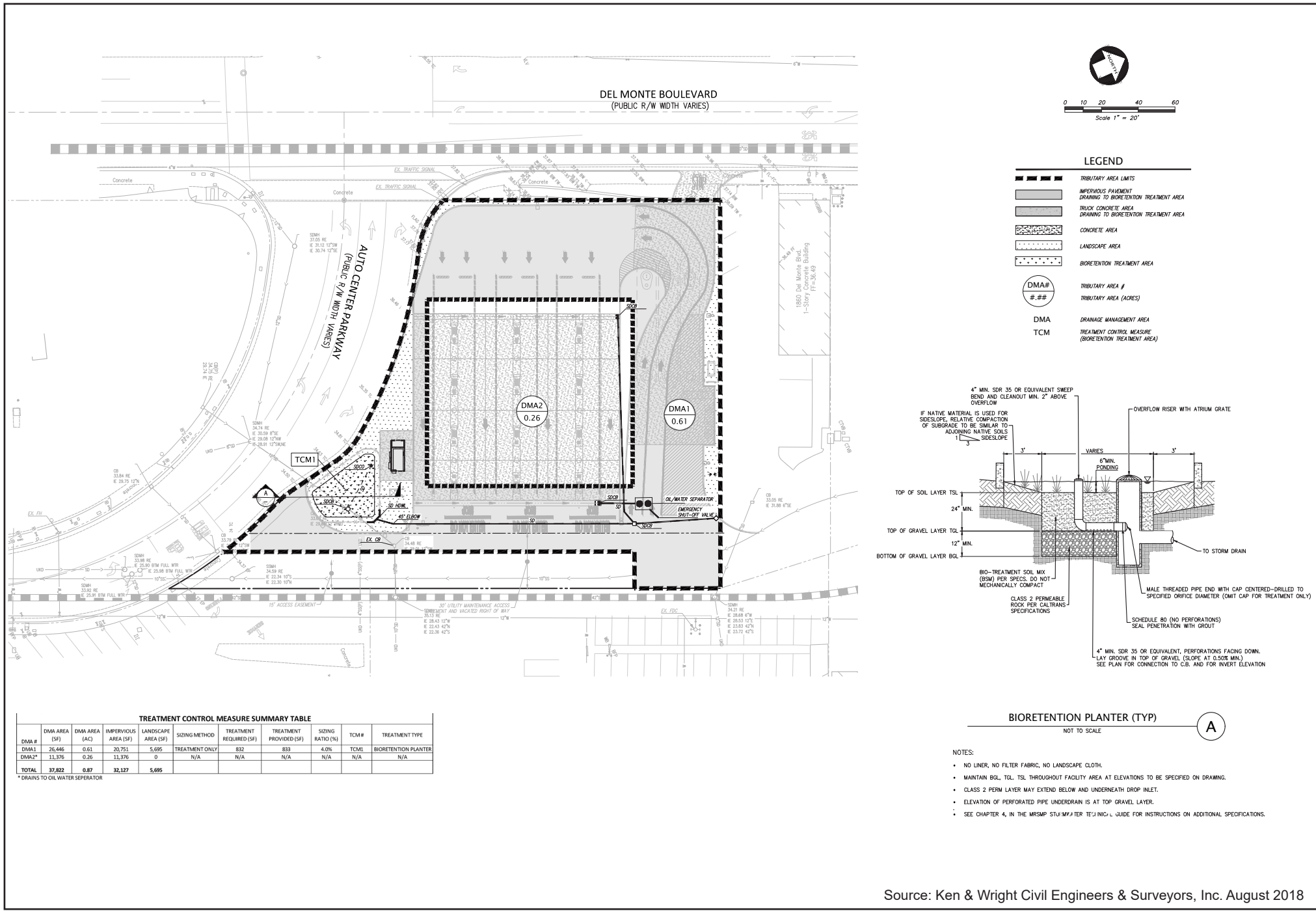
Title: Grading Plan

Date 9/5/19
Scale 1"=20'
Project 2019.17



Monterey | San Jose
Denise Duffy and Associates, Inc.
Environmental Consultants Resource Planners
947 Cass Street, Suite 5
Monterey, CA 93940
(831) 373-4341

Figure
6



Source: Ken & Wright Civil Engineers & Surveyors, Inc. August 2018

Title: **Drainage Plan**

Date 9/5/19
 Scale 1"=20'
 Project 2019.17

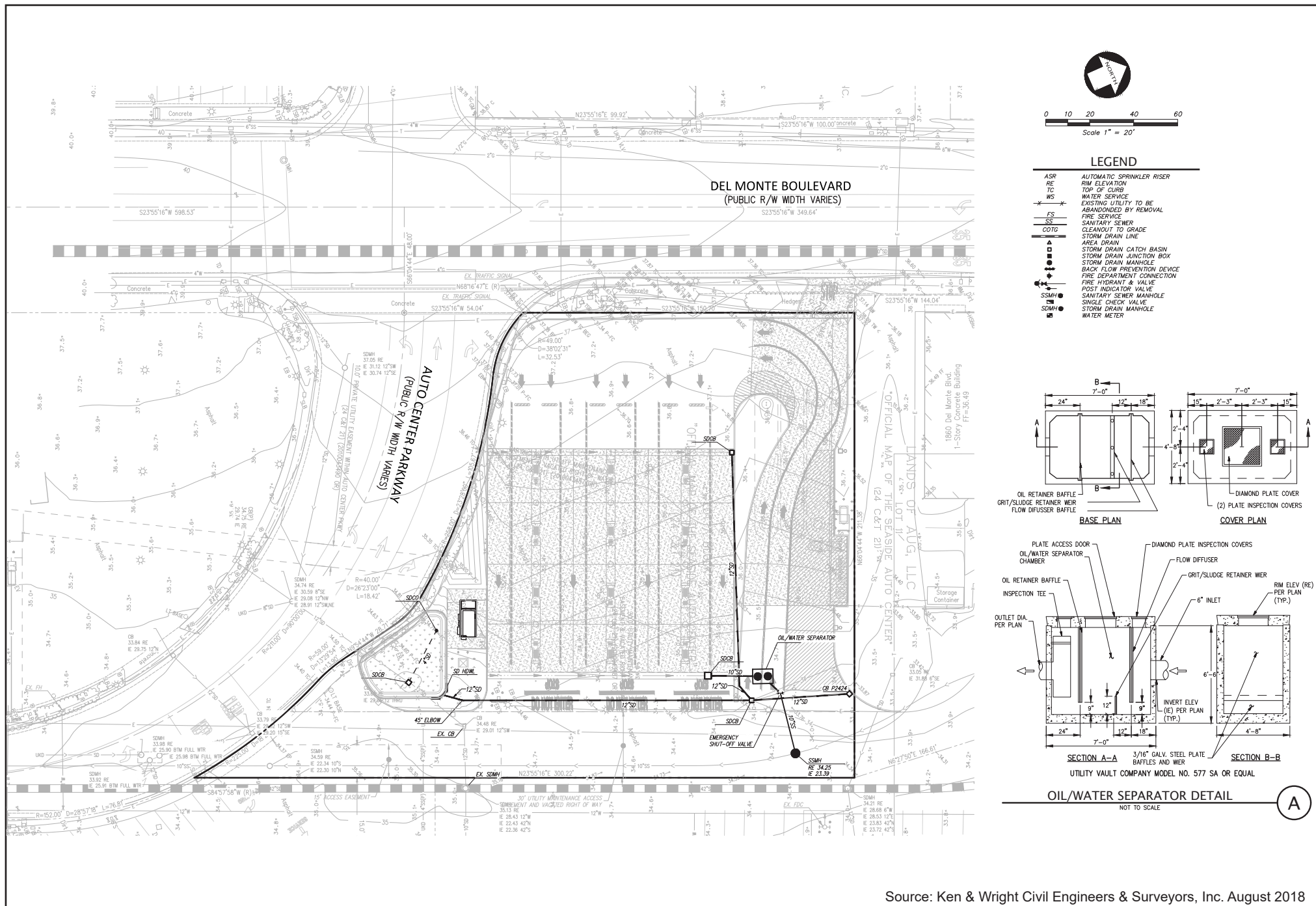
Monterey | San Jose

Denise Duffy and Associates, Inc.

Environmental Consultants Resource Planners

947 Cass Street, Suite 5
 Monterey, CA 93940
 (831) 373-4341

Figure
7



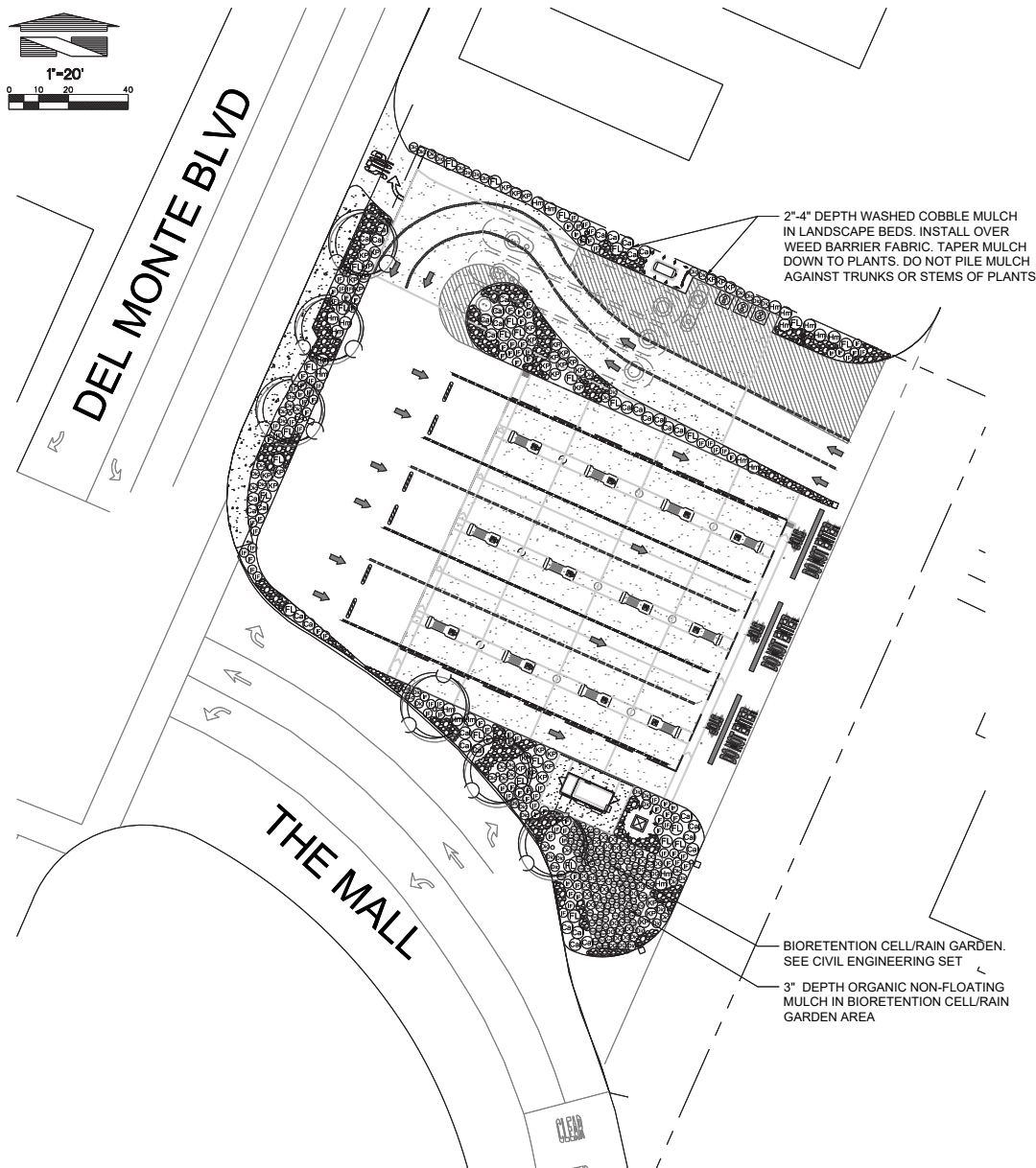
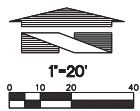
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Date 9/5/19
Scale 1"=20'
Project 2019.17



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Figure
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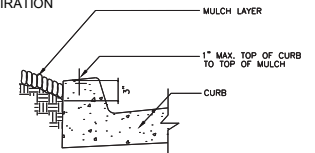


2"-4" DEPTH WASHED COBBLE MULCH IN LANDSCAPE BEDS. INSTALL OVER WEED BARRIER FABRIC. TAPER MULCH DOWN TO PLANTS. DO NOT PILE MULCH AGAINST TRUNKS OR STEMS OF PLANTS

PLANT SCHEDULE

SYMBOL	BOTANICAL/COMMON NAMES	SIZE	SPACING	QUANTITY	(ZONE 1)	REMARKS
TREES:						
	PARKINSONIA FLORIDA / BLUE PALM VERDE	15 GALLON	30' O.C.	6	VERY LOW	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN, BRANCHED AT 5'
SHRUBS:						
	DICLIPTERA SUBRECTA / HUMMINGBIRD PLANT	1 GALLON	AS SHOWN	57	LOW	FULL & BUSHY
	CALLISTEMON 'LITTLE JOHN' / DWARF CALLISTEMON	1 GALLON	AS SHOWN	35	LOW	FULL & BUSHY
	PHORMIUM TENAX 'DARK DELIGHT' / NEW ZEALAND FLAX	1 GALLON	AS SHOWN	27	LOW	FULL & BUSHY
	ANGOZANTHOS 'AMBER VELVET' / AMBER VELVET KANGAROO PAW	1 GALLON	AS SHOWN	36	LOW	FULL & BUSHY
	ACASTACHE CANA / HUMMINGBIRD MINT	1 GALLON	AS SHOWN	20	LOW	FULL & BUSHY
	FESTUCA IDAHOENSIS / IDAHO FESCUE	1 GALLON	AS SHOWN	116	LOW	FULL & BUSHY
MULCH:						
	2"-4" DEPTH WASHED COBBLE MULCH. INSTALL OVER WEED BARRIER FABRIC. OVERLAP FABRIC 6" ALL SIDES AND ENDS. INSTALL METAL STAPLES TO KEEP FABRIC IN PLACE					
BIORETENTION CELL PLANTS:						
	JUNCUS PATENS 'ELK BLUE' / CALIFORNIA GREY SEDGE	1 GALLON	24" O.C.	37	LOW	
	DESCHAMPSIA CAESPITOSA 'NORTHERN LIGHTS' / TUFTED HAIR GRASS	1 GALLON	24" O.C.	37	LOW	
	ACHILLEA MILLEFOLIUM / NATIVE YARROW *CHOOSE NATIVE VARIETY	1 GALLON	24" O.C.	31	LOW	
	MULHENBERGIA RICENS / DEER GRASS	1 GALLON	36" O.C.	38	LOW	

IRRIGATION NOTE: SUPPLEMENTAL WATER IS TO BE PROVIDED WITH A WATER TRUCK ON A REGULAR BASIS DURING GROWING SEASON TO PROVIDE ENOUGH WATER TO ACCOUNT FOR WATER LOST THROUGH EVAPOTRANSPIRATION



MULCH AT CURB DETAIL
NOT TO SCALE

PRUNE DAMAGED TWIGS AFTER PLANTING
PLACE IN VERY POSITION: DOUBLE LEADERS WILL BE REJECTED

NOTE:
KEEP ROOTBALL MOIST AND PROTECTED AT ALL TIMES.
HOLD CROWN OF ROOTBALL AT OR JUST ABOVE FINISH GRADE.
PROTECT TRUNK AND LIMBS FROM INJURY.
BACKFILL TO BE SETTLED USING WATER ONLY - NO MECHANICAL COMPACTION.
REMOVE ALL WRAP, TIES & CONTAINERS, REGARDLESS OF MATERIAL.

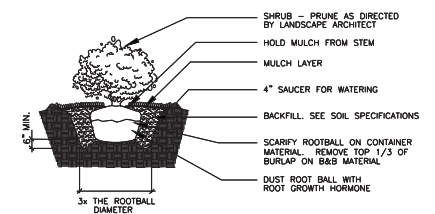
(2) LODGEPOLE STAKES, PLUMB WITH ELASTIC CHAIN-LOCK TYPE OR RUBBER GUYS TIED IN FIGURE EIGHT; REMOVE AFTER ONE GROWING SEASON

PROTECTIVE WRAPPING DURING SHIPMENT TO SITE AND INSTALLATION REMOVE AT COMPLETION OF PLANTING
LAWN PLANTING: PROVIDE 3" x 8" NO GRASS TREE RING AND 2" DEEP MULCH LAYER IN WELL. HOLD BACK FROM TRUNK 8" TO 10"

FINISH GRADE
PREPARE PLANTING BED PER SPEC'S: AT MIN. LOOSEN AND MIX SOIL TO 18" OR DEPTH OF ROOTBALL AND 2 TIMES BALL DIAMETER

REMOVE ALL WRAP, TIES, AND CONTAINERS
SCORE ROOTBALL AND WORK NURSERY SOIL AWAY FROM PERIMETER ROOTS
SET BALL ON UNDISTURBED BASE OR COMPACTED MOUND UNDER BALL
PENETRATION TO SUBBASE (+) 24"

DECIDUOUS TREE PLANTING/STAKING DETAIL
NOT TO SCALE



NOTE:
APPLY ADDITIONAL 4 OZ. 8-32-16 FERTILIZER INTO TOP 2" OF PLANTING MIX.
PLANT SHRUB HIGH ENOUGH TO ALLOW POSITIVE DRAINAGE AWAY FROM ROOTBALL. ROUGHEN ALL SURFACES OF PIT.

SHRUB PLANTING DETAIL
NOT TO SCALE

Source: Barghausen Consulting Engineers, Inc. May 2019

Title: **Landscape Plan**

Date 9/5/19
Scale NTS
Project 2019.17

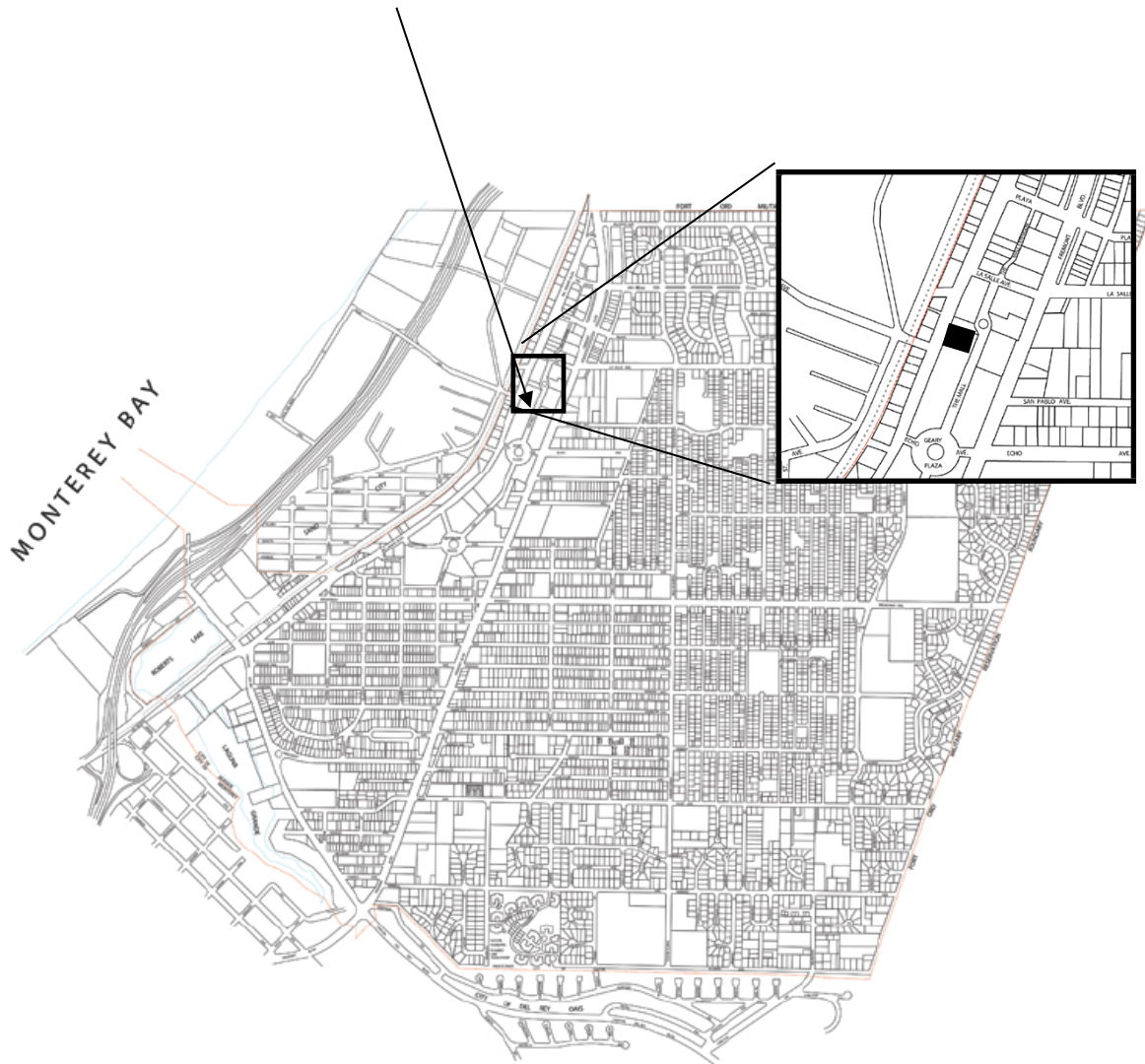


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Figure
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Attachment 4 Location Map

Project Site: NW corner of Del Monte Boulevard and Auto Center Parkway



Attachment 5

Site Photos



View looking NE from Del Monte Boulevard and Auto Center Parkway



View looking SE from Del Monte Boulevard



View looking NW from the entrance to site from Auto Center Parkway



View from the interior of the east side looking West

MITIGATION MONITORING AND REPORTING PROGRAM

for the Costco Fueling Station Addition Project

The Mitigation Monitoring and Reporting Program (MMRP) is a CEQA required component of the Mitigated Negative Declaration (MND) process for the project (CEQA Guidelines §15074). Specifically, CEQA requires that lead agencies adopting MNDs take affirmative steps to determine that approved mitigation measures are implemented subsequent to project approval (CEQA Guidelines §15074(d)).

As part of the CEQA environmental review procedures, Public Resources Code §21081.6 requires a public agency to adopt a monitoring and reporting program to ensure efficacy and enforceability of any mitigation measures applied to a proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. The MMRP must be designed to ensure compliance during project implementation. As stated in §21081.6(a)(1):

“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 reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.”

Table 1 is the final MMRP matrix. The table lists each of the mitigation measures and specifies the entity responsible for implementation of the mitigation measure and the time period for the mitigation measure.

CITY OF SEASIDE (CITY)

Project: Costco Fueling Station Addition Project

Location: City of Seaside

APN: 011-523-018-000

Mitigation Monitoring and Reporting Plan

Approval by: _____ **Date:** _____

**Monitoring or Reporting refers to projects with an EIR or adopted Mitigated Negative Declaration per Section 21081.6 of the Public Resources Code.*

Table 1. Mitigation Monitoring and/or Reporting Plan (MMRP) for the Costco Fueling Station Addition Project

Environmental Impact	Mitigation Measures	Responsible Party	Timing	Verification (name/date)
5.2.5 Cultural Resources				
Cultural Resources: Unknown or subsurface archaeological resources or human remains	Mitigation Measure CR-1: If archaeological materials or features are discovered at any time during construction, work shall be halted within 50 meters (150 ft.) of the find until it can be evaluated by a qualified professional archaeologist (defined as one who is certified by the Society of Professional Archaeologists). If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented. Mitigation Measure CR-2: If human remains are discovered at any time during construction, work shall be halted within 50 meters (150 ft.) of the find. ▪ The contractor shall call the Monterey County Coroner and await the Coroner's clearance. If the coroner determines the remains are Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours. ▪ NAHC shall notify the most likely descendent. ▪ The Native American descendent, with permission of the landowner or representative, may inspect the site of the discovery and recommend the means for treating or disposing with appropriate dignity the human remains and any associated grave goods.	City/Professional Archaeologist	Prior to & during project construction	

Environmental Impact	Mitigation Measures	Responsible Party	Timing	Verification (name/date)
	▪ The Native American descendent shall complete their inspection and make their recommendation within 24 hours of their notification by the Native American Heritage Commission. The recommendation may include the removal and analysis of human remains and associated items; preservation of the Native American human remains and associated items in place; relinquishment of Native American human remains and associated items to the descendants for treatment; or other culturally appropriate treatment. If the NAHC is unable to identify a descendent or the descendent identified fails to make a recommendation within 24 hours, the landowner shall reinter the human remains and items associated with the Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance. ▪ If the landowner and Native American descendent reach agreement on the appropriate procedure, the landowner shall follow this procedure. ▪ If the landowner and Native American descent cannot reach agreement, the parties shall consult with the Native American Heritage Commission. The landowner shall consider and, if agreeable, follow the identified procedure. ▪ If the landowner and Native American descendant cannot reach agreement after consultation, the Native American human remains shall be reinterred on the property with appropriate dignity.			
5.2.13 Noise				
Noise: Exceedance of Noise Standards during Construction	Mitigation Measure NOISE-1: The following measures shall be implemented to reduce construction-generated noise levels: - Construction activities (excluding activities that would result in a safety concern to the public or construction workers) shall be limited to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 5:00 p.m. on weekends and legal holidays. - Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation. - When not in use, all construction equipment shall be turned off and shall not be allowed to idle. Provide clear signage that posts this requirement for workers at the entrances to the site.	City/Contractor	Prior to & during project construction	

Environmental Impact	Mitigation Measures	Responsible Party	Timing	Verification (name/date)
	d. Construction equipment and haul trucks shall be turned off when not in use. e. Construction equipment and material staging areas shall be located at the furthest distance possible from nearby residential land uses. f. To the extent possible, heavy-duty haul truck trips required for project construction should be scheduled during the non-peak hours of the day.			
5.2.17 Transportation				
Transportation: Cumulative freeway impacts	Mitigation Measure TRAFFIC-1: Project #1 of the TAMC Regional Development Fee Nexus Study Update Improvement Projects List is a SR 1 widening project. ¹ The project includes capacity improvements to SR 1 from Fremont Ave southward to at least Canyon Del Rey and makes interchange and related local road improvements in the vicinity of Canyon Del Rey Ave and Fremont Ave.	City/Contractor as to determination of payment of fee	Prior to & during project construction	

¹ See page 25 of the TAMC Regional Development Fee Nexus Study Update (June 2013).



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: May 21, 2020

SUBJECT: INTRODUCTION OF AN ORDINANCE TO REPEAL IN ITS ENTIRETY SEASIDE MUNICIPAL CODE SECTION 17.52.140, APPROVE TEXT AMENDMENTS ADDING LAND USE DEFINITIONS TO 17.98, AND TO MODIFY THE PERMIT REQUIREMENTS OF MECHANICAL AND ELECTRONIC GAMES AND GAME CENTERS IN SMC 17.14.030, TABLE 2-4 FROM REQUIRING A USE PERMIT TO BEING PERMITTED OUTRIGHT IN THE CMX, CC AND CRG ZONES. (FIRST READING - ROLL CALL VOTE)

PURPOSE & RECOMMENDATION

Introduce the draft ordinance as presented, discuss, invite comments from the public, and pass to print the draft ordinance repealing Seaside Municipal Code section 17.52.140 and amending sections 17.98 and 17.14.030, table 2-4 to eliminate specific use regulations, add land use definitions, and to modify the permit requirements of mechanical and electronic games and game centers.

BACKGROUND

Seaside Municipal Code chapter 17.52 Standards for Specific Land Uses contains regulations for Mechanical and Electronic Games and Game Centers in section 17.52.140. The regulations dictate the location, positioning, noise, security, hours of operation, minors (admittance of individuals under 18 years of age), conditional use permit conditions and findings, compliance with other laws and public nuisance stipulations. The section also contains the following land use definitions:

1. Mechanical or electronic game. Any machine, apparatus, contrivance, appliance, or device which may be operated or played upon the placing or depositing therein of any coin, check, slug, ball, or any other article or device, or by paying therefor either in advance of or after use, involving skill in its use, including, but not limited to, tape machine, pool table, pinball machine, bowling game machine, shuffleboard machine, marble game machine, horse racing machine, basketball game machine, electronic video game, or any other similar machine or device.

2. Mechanical or electronic game center. Any establishment with three or more mechanical and/or electronic games.

Adopted in 1982, the original ordinance (see Attachment 2) was prompted by a new business model turned cultural phenomena that resulted in a sudden increase in number of applications to establish game centers as well as the addition of arcade games to other primary land uses. At the time, the City Council found that it was appropriate and necessary to establish regulations for games centers to preserve the public health, safety and welfare of the City of Seaside.

Nearly 40 years after the code was adopted the concerns regarding public health, safety and welfare of the city and its inhabitants specific to the operation of Mechanical and Electronic Games and Game Centers, are no longer relevant. Additionally, specific regulations exist in the SMC for Curfew for Minors (9.24), Noise Regulations (9.12), and Public Nuisances (8.30). Furthermore, it is the intent of the City of Seaside to support new business models in the community that are consistent with the General Plan, attract a diverse and balanced mix of business types that will generate a stable, long-term stream of revenue to the city, and support uses that will attract visitors from outside of the city.

Currently, two businesses in Seaside operate as Mechanical and Electronic Games and Game Centers. However, each was subject to different permit requirements due to zoning and specific plan differences:

1. Lynn's Arcade located at 1760 Fremont Boulevard, Suite.D. Lynn's is located in the Community Commercial Zoning District and was subject to the regulations of 17.52.140. On April 24, 2019, the Planning Commission unanimously approved a Variance (for extended hours of operation) and a Conditional Use Permit (CUP) for Lynn's.

2. Thrive Youth Sports located at 620 Broadway Avenue. Thrive Youth Sports is located in the West Broadway Urban Village Specific Plan (WBUV SP) and was subject to the regulations of WBUV SP Section 7.B.1.2. On September 23, 2019, the Zoning Administrator approved a Minor Use Permit for Thrive.

The Seaside Police Department has not received any calls or complaints regarding Lynn's Arcade or Thrive Youth Sports. Additionally, according to Seaside Police, youth truancy is not a common issue in Seaside. Both businesses have been operating without adverse consequences to the public health, safety, and welfare of the City and have adhered to the conditions of their respective permits. Additionally, the game centers have not caused significant adverse effects on surrounding businesses, neighborhoods or on the community as a whole.

PLANNING COMMISSION RESOLUTION

On April 22, 2020 the Planning Commission unanimously voted to adopt the resolution (Exhibit D to Attachment 1) recommending the City Council adopts an Ordinance to: repeal in its entirety section 17.52.140 of the Seaside Municipal Code, approve text amendments adding land use definitions to 17.98, and approve text amendments to section 17.14.030, Table 2-4 – *Allowed Land Uses and Permit Requirements for Commercial Zones* to modify the permit requirements of Mechanical and Electronic Games and Game Centers from requiring a Use Permit to being permitted outright in the CMX, CC and CRG zones.

PROPOSED REPEAL AND TEXT AMENDMENTS

It is proposed that 17.52.140 be repealed in its entirety from the SMC (see Exhibit A to Attachment 1). Additionally, the land use definitions are only located in 17.52.140 and are proposed to be amended to section 17.98, where all definitions are located (see Exhibit B to Attachment 1). Lastly, 17.14.030, Table 2-4 is proposed to be amended to change Mechanical and Electronic Games and Game Centers from requiring a Use Permit to Permitted in the CMX, CC, and CRG zones (see Exhibit C to Attachment 1).

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The exemption from the California Environmental Quality Act (CEQA) has been established, as follows:

Evidence: In accordance with the California Environmental Quality Act (CEQA) Guidelines the proposed text amendments are exempt per 15061(b)(3). It can be seen with certainty that there is no possibility that the proposed code amendments may have a significant effect on the environment.

FINDINGS

1.The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Evidence: Nearly 40 years after the code was adopted the concerns regarding public health, safety and welfare of the city and its inhabitants specific to the operation of Mechanical and Electronic Games and Game Centers, are no longer relevant. Additionally, specific regulations exist in the SMC for Curfew for Minors (9.24), Noise Regulations (9.12), and Public Nuisances (8.30). Furthermore it is the intent of the City

of Seaside to support new business models in the community that are consistent with the General Plan, attract a diverse and balanced mix of business types that will generate a stable, long-term stream of revenue to the city, and support uses that will attract visitors from outside of the city.

2. The proposed amendments to 17.14.030, Table 2-4 are consistent with the General Plan.

Evidence: *The proposed changes to the permitting requirements for Mechanical and Electronic Games and Game Centers (17.14.030, Table 2-4), from requiring a Use Permit to being permitted outright in the CMX, CC and CRG zones is consistent with the General Plan.*

The Commercial Mixed-Use (CMX) zone implements and is consistent with the Mixed Use land use designation in the General Plan, which aims to promote pedestrian and transit oriented activity centers in the community with a mix of residential, commercial, office and civic uses.

The Community Commercial (CC) zone implements and is consistent with the Community Commercial land use designation of the General Plan, which is intended for retail and service oriented business activities primarily serving the local community or neighborhood. Uses may include restaurants, supermarkets, health clubs, retail goods and services, personal services, offices, and neighborhood-oriented retail uses.

The Regional Commercial (CRG) zone implements and is consistent with the Regional Commercial (RGC) land use designation of the General Plan, which is applied to areas of the City that are appropriate for large-scale commercial development with retail, entertainment, and/or service uses, or business parks of a scale and function to serve a regional market. Permitted land uses may include hotels, "big-box" retail, movie theaters, and business parks in the North Seaside area only. Regional Commercial uses are defined as large scale 1.0:1 FAR commercial development with retail, entertainment, and or service uses of a scale and function to serve a regional market. Includes hotels, auto sales, auto repair, auto repair related uses, "big box" retail, and movie theaters.

3. The exemption from the California Environmental Quality Act (CEQA) has been established.

Evidence: *In accordance with the California Environmental Quality Act (CEQA) Guidelines the proposed text amendments are exempt per 15061(b)(3). It can be seen with certainty that there is no possibility that the proposed code amendments may have a significant effect on the environment.*

RECOMMENDATION

It is recommended the City Council pass to print the first reading of the Draft Ordinance to: repeal in its entirety section 17.52.140 of the Seaside Municipal Code, approve text amendments adding land use definitions to 17.98, and approve text amendments to section 17.14.030, Table 2-4 – Allowed Land Uses and Permit Requirements for Commercial Zones to modify the permit requirements of Mechanical and Electronic Games and Game Centers from requiring a Use Permit to being permitted outright in the CMX, CC and CRG zones.

FISCAL IMPACT

None.

ATTACHMENTS

1. Attachment 1: Draft Ordinance
2. Exhibit A to Attachment 1: Repeal of 17.52.140
3. Exhibit B to Attachment 1: Text Amendments 17.98
4. Exhibit C to Attachment 1: Text Amendment to 17.14.030 Table 2-4
5. Exhibit D to Attachment 1: PC Resolution
6. Attachment 2: 1982 Ordinance

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REPEALING IN ITS ENTIRETY SECTION 17.52.140 OF THE SEASIDE MUNICIPAL CODE AND TEXT AMENDMENTS TO SECTIONS 17.98 AND 17.14.030, TABLE 2-4 – *ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES* TO MODIFY THE PERMIT REQUIREMENT OF MECHANICAL AND ELECTRONIC GAMES AND GAME CENTERS FROM REQUIRING A USE PERMIT TO PERMITTED OUTRIGHT IN THE CMX, CC AND CRG ZONES

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 Exhibit A, the repeal of Seaside Municipal Code Section 17.52.140; and Exhibit B, text amendments to 17.98; and Exhibit C, text amendments to Section 17.14.030, Table 2-4 (proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

- A. Exhibit A: Repeal 17.52.140: Mechanical and Electronic Games and Game Centers, removing the specific standards for the use; and
- B. Exhibit B: Amend 17.98 Definitions, to add *Mechanical or Electronic Game* and *Mechanical or Electronic Game Center*.
- C. Exhibit C: Amend 17.14.030, Table 2-4, modifying the permit requirement for Mechanical and Electronic Games and Game Centers from requiring a Use Permit to Permitted outright in the CMX, CC, and CRG zoning districts.

WHEREAS, the City Council finds that existing zoning and property development standards are sufficient to regulate Mechanical and Electronic Games and Game Centers and there are no adverse consequences associated with this use as related to public health, safety, convenience, or welfare of the City; and

WHEREAS, the City Council finds the proposed amendments to 17.14.030, Table 2-4 are consistent with the General Plan.

SECTION 2. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 3. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code.

SECTION 4. The Seaside Planning Commission considered oral comments and written information concerning the proposed at a duly noticed public hearing held on April 22, 2020 and made a unanimous recommendation to the City Council to adopt the proposed repeal and text amendments.

SECTION 5. At a duly noticed public hearing held on May 21, 2020, the City Council considered both oral comments and written information concerning the proposed repeal and text amendments.

SECTION 6. At a duly noticed Public Hearing on May 21, 2018, the City Council adopts the first reading of this ordinance.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days following the date of its passage.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the 21st day of May 2020 and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the ____ day of ____ 2020 by the following roll call vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

EXHIBIT A: Repeal of 17.52.140

~~17.52.140 Mechanical and Electronic Games and Game Centers~~

~~A.—Purpose.~~ The purpose of this chapter is to set forth guidelines for the location, positioning, and regulation of mechanical and electronic games and game centers to ensure that the games and game centers operate without adverse consequences so as to preserve the public health, safety, and welfare of the City.

~~B.—Definitions.~~ For the purposes of this Title, the following terms shall have the meanings set out in this section:

~~1.—Mechanical or electronic game.~~ Any machine, apparatus, contrivance, appliance, or device which may be operated or played upon the placing or depositing therein of any coin, check, slug, ball, or any other article or device, or by paying therefor either in advance of or after use, involving skill in its use, including, but not limited to, tape machine, pool table, pinball machine, bowling game machine, shuffleboard machine, marble game machine, horse racing machine, basketball game machine, electronic video game, or any other similar machine or device.

~~2.—Mechanical or electronic game center.~~ Any establishment with three or more mechanical and/or electronic games.

~~C.—Location.~~ No mechanical or electronic game center shall be located on any street other than a major thoroughfare or within a shopping center.

~~D.—Noise.~~ The operation of any mechanical or electronic game and consequent activities shall not cause the outdoor noise level to exceed 65 decibels measured directly outside of the establishment.

~~E.—Security.~~ The manager(s) of each center shall provide the necessary surveillance so as to prevent the creation of an unfavorable environment.

~~F.—Hours of operation.~~

~~1.—~~ No mechanical or electronic game either within a game center or other establishment that is located within 1,000 feet of a public or private school of elementary or high school grade may be made available for minors' use during the academic school year between the hours of 7:00 a.m. and 3:30 p.m. except during school holidays and on Saturday and

~~Sunday, nor between the hours of 10:00 p.m. and 7:00 a.m. on all days preceding school days and between midnight and 7:00 a.m. on all other days.~~

~~2.— All mechanical or electronic game centers shall be open to business no later than 10:00 p.m. on all days preceding school days and not later than midnight on all other days.~~

G.— Minors. ~~No minor under the age of 18 shall be permitted in the establishment during the hours that regular school is in session unless such minor is accompanied by a parent, guardian or other adult person having the care and custody of such minor.~~

H.— Conditional Use Permit.

~~1.— All Conditional Use Permits granted for mechanical or electronic game centers shall be valid for a period of one year. The Conditional Use Permit may be reissued annually by the Planning Commission after the Commission has reviewed the operation of the game center and has made the following findings:~~

~~a.— All the conditions of approval of the Use Permit have been met within the required period of time.~~

~~b.— There have been no violations of this Code.~~

~~c.— The game center has caused no significant adverse effect on surrounding business and/or residential neighborhoods or on the community as a whole.~~

~~2.— The Conditional Use Permit may be revoked any time when the conditions of approval or the provisions of this Title have not been met.~~

I.— Compliance with other laws. ~~Neither this chapter nor any provisions herein contained shall include or apply to any act which is made a public offense by the Penal Code of the state of California, or by any other law of the state of California or of the United States Government; nor shall this chapter or any provision herein contained authorize or permit or be construed as authorizing or permitting the keeping, maintaining, possessing, using, or operating in the City of any contrivance or device otherwise prohibited by law.~~

J.— Public nuisance. ~~In addition to criminal penalties provided for in this Code, a violation of any provision of this chapter, or any condition caused or permitted to exist in violation of the provisions of this chapter shall and is deemed and declared to be a public nuisance and may be abated as such by the City.~~

EXHIBIT B: Text Amendments to 17.98 Definitions ("Massage" and "Media Production" not amended and shown for context only. Amended text is **bold and underlined**).

Massage. Any therapeutic, non-sexual method of pressure on, or friction against, or stroking, rubbing, kneading, tapping, pounding, vibrating or stimulating, the external parts of the human body with the hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliance, or with or without the aid of such supplementary materials as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations commonly used in the practice of massage.

Mechanical or electronic game. Any machine, apparatus, contrivance, appliance, or device which may be operated or played upon the placing or depositing therein of any coin, check, slug, ball, or any other article or device, or by paying therefor either in advance of or after use, involving skill in its use, including, but not limited to, tape machine, pool table, pinball machine, bowling game machine, shuffleboard machine, marble game machine, horse racing machine, basketball game machine, electronic video game, or any other similar machine or device.

Mechanical or electronic game center. Any establishment with three or more mechanical and/or electronic games.

Media Production. Facilities for motion picture, television, video, sound, computer, and other communications media production. These facilities include the following types:

1. Backlots/Outdoor Facilities. Outdoor sets, backlots, and other outdoor facilities, including supporting indoor workshops and craft shops.
2. Indoor Support Facilities. Administrative and technical production support facilities, including administrative and production offices, post-production facilities (editing and sound recording studios, foley stages, etc.), optical and special effects units, film processing laboratories, etc.

EXHIBIT C: Text Amendment to 17.14.030, Table 2-4 (striethrough of removal and amendments underlined for Mechanical and electronic games and game centers only, as indicated by surrounding box).

P Permitted Use, Zoning Clearance required	CMX – Commercial Mixed Use					
MUP Minor Use Permit required (see Section 17.62.070)	CC – Community Commercial					
UP Use Permit required (see Section 17.62.070)	CRG – Regional Commercial					
– Use not allowed	CA – Automotive Regional Commercial					
	CH – Heavy Commercial					
	PERMIT REQUIRED BY ZONE					Specific
LAND USE ⁽¹⁾	CMX	CC	CRG	CA	CH	Use Regs
Wholesaling and distribution	–	–	–	–	UP	

RECREATION, EDUCATION & PUBLIC ASSEMBLY

Adult oriented business	–	–	–	–	UP	17.50
Commercial recreation facility – Indoor	MUP	UP	UP	–	–	17.52.060
Commercial recreation facility – Outdoor	–	–	UP	–	–	
Conference/convention facility	–	–	UP	–	–	
Health/fitness facility	MUP	P	P	–	–	
Library or museum	MUP	MUP	P	–	–	
Mechanical and electronic games and game centers	<u>UP</u>	<u>UP</u>	<u>UP</u>	–	–	<u>17.52.140</u>

EXHIBIT D

DRAFT RESOLUTION 20-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE

RECOMMENDING THAT THE CITY COUNCIL: REPEAL IN ITS ENTIRETY SECTION 17.52.140 OF THE SEASIDE MUNICIPAL CODE, APPROVE TEXT AMENDMENTS ADDING USE DEFINITIONS TO 17.98, AND APPROVE TEXT AMENDMENTS TO SECTION 17.14.030, TABLE 2-4 – *ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES* TO MODIFY THE PERMIT REQUIREMENT OF MECHANICAL AND ELECTRONIC GAMES AND GAME CENTERS FROM REQUIRING A USE PERMIT TO BEING PERMITTED OUTRIGHT IN THE CMX, CC AND CRG ZONES.

WHEREAS, it is the responsibility of the Planning Commission to consider and weigh the merits of the text repeal and text amendments and provide a recommendation to the City Council on the proposed text repeal and text amendments; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information at a duly noticed public hearing held on April 22, 2020 and adopted a resolution recommending the City Council adopt an Ordinance to approve the proposed text repeal and text amendments as outlined below in the following Exhibits:

- A. Exhibit A: Repeal 17.52.140: Mechanical and Electronic Games and Game Centers, removing the specific standards for the use; and
- B. Exhibit B: Amend 17.98 Definitions, to add *Mechanical or Electronic Game* and *Mechanical or Electronic Game Center*.
- C. Exhibit C: Amend 17.14.030, Table 2-4, modifying the permit requirement for Mechanical and Electronic Games and Game Centers from requiring a Use Permit to Permitted outright in the CMX, CC, and CRG zoning districts.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby finds and determines:

1. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Evidence: Nearly 40 years after the code was adopted the concerns regarding public health, safety and welfare of the city and its inhabitants specific to the operation of Mechanical and Electronic Games and Game Centers, are no longer relevant. Additionally, specific regulations exist in the SMC for Curfew for Minors (9.24), Noise Regulations (9.12), and Public Nuisances (8.30). Furthermore it is the intent of the City of Seaside to support new business models in the community that are consistent with the General Plan, attract a diverse and balanced mix of business types that will generate a stable, long-term stream of revenue to the city, and support uses that will attract visitors from outside of the city.

2. The proposed amendments to 17.14.030, Table 2-4 are consistent with the General Plan.

Evidence: The proposed changes to the permitting requirements for Mechanical and Electronic Games and Game Centers (17.14.030, Table 2-4), from requiring a Use Permit to being permitted outright in the CMX, CC and CRG zones is consistent with the General Plan.

The Commercial Mixed-Use (CMX) zone implements and is consistent with the Mixed Use land use designation in the General Plan, which aims to promote pedestrian and transit oriented activity centers in the community with a mix of residential, commercial, office and civic uses.

The Community Commercial (CC) zone implements and is consistent with the Community Commercial land use designation of the General Plan, which is intended for retail and service oriented business activities primarily serving the local community or neighborhood. Uses may include restaurants, supermarkets, health clubs, retail goods and services, personal services, offices, and neighborhood-oriented retail uses.

The Regional Commercial (CRG) zone implements and is consistent with the Regional Commercial (RGC) land use designation of the General Plan, which is applied to areas of the City that are appropriate for large-scale commercial development with retail, entertainment, and/or service uses, or business parks of a scale and function to serve a regional market. Permitted land uses may include hotels, "big-box" retail, movie theaters, and business parks in the North Seaside area only. Regional Commercial uses are defined as large scale 1.0:1 FAR commercial development with retail, entertainment, and or service uses of a scale and function to serve a regional

market. Includes hotels, auto sales, auto repair, auto repair related uses, "big box" retail, and movie theaters.

3. The exemption from the California Environmental Quality Act (CEQA) has been established.

Evidence: In accordance with the California Environmental Quality Act (CEQA) Guidelines the proposed text amendments are exempt per 15061(b)(3). It can be seen with certainty that there is no possibility that the proposed code amendments may have a significant effect on the environment.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning Commission recommends to the City Council adopts an Ordinance to: repeal in its entirety section 17.52.140 of the Seaside Municipal Code, approve text amendments adding use definitions to 17.98, and approve text amendments to section 17.14.030, Table 2-4 – *Allowed Land Uses and Permit Requirements for Commercial Zones* to modify the permit requirements of Mechanical and Electronic Games and Game Centers from requiring a use permit to being permitted outright in the CMX, CC and CRG zones.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the City of Seaside, State of California, on the 22nd day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Owens, Chairperson

ATTEST:

Lesley Milton, City Clerk

ORDINANCE NO. 616

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING ORDINANCE NO. 591 BY ADDING SECTION 26.18 TO THE ZONING TEXT, SETTING FORTH REGULATIONS FOR THE LOCATION, POSITIONING AND OPERATION OF MECHANICAL AND ELECTRONIC GAMES AND GAME CENTERS

WHEREAS, based on an increasing number of applications in Seaside to establish electronic game centers and to the increasing appearance of electronic games accessory to other principal uses in Seaside, the need was identified to establish regulations for the operation of electronic games and game centers; and

WHEREAS, on May 19, 1982, the Seaside Planning Commission adopted a Negative Declaration for the proposed amendment; and

WHEREAS, on June 9, 1982, the Seaside Planning Commission held a public hearing to review the proposed amendment to regulate mechanical and electronic games and game centers; and

WHEREAS, the Seaside Planning Commission, following the public hearing held on June 9, 1982, approved a resolution recommending that the proposed amendment to the Zoning Ordinance be adopted by the Seaside City Council; and

WHEREAS, the Seaside City Council finds that it is both appropriate and necessary to establish regulations for the operation of mechanical and electronic games and game centers to preserve the public health, safety and welfare of the City of Seaside:

NOW, THEREFORE, the City Council of the City of Seaside does ordain as follows:

SECTION 1

The attached amendment, entitled "Regulations for the Location, Positioning, and Operation of Mechanical and Electronic Games and

"Game Centers", is hereby added as Section 26.18 to the zoning text of the Official Zoning Ordinance No. 591.

SECTION 2

This ordinance shall take effect, and be in full force and effect, at the expiration of thirty (30) days after adoption by the City Council of the City of Seaside.

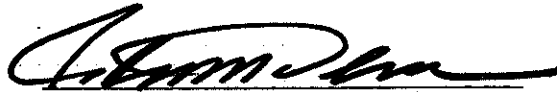
INTRODUCED this 19th day of August, 1982.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, duly held on the 2nd day of September, 1982, by the following vote:

AYES: COUNCILMEN: Lioi, Austin, Houser and Mayor Olea

NOES: COUNCILMEN: Mason

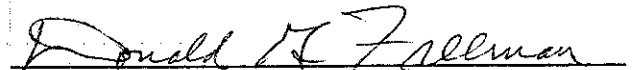
ABSENT: COUNCILMEN: None


GLENN OLEA, MAYOR

ATTEST:


ROGER L. KEMP, CITY CLERK

APPROVED AS TO FORM:


DONALD G. FREEMAN, CITY ATTORNEY

AMENDMENTS TO ZONING ORDINANCE SETTING FORTH GUIDELINES FOR THE LOCATION, POSITIONING AND OPERATION OF MECHANICAL AND ELECTRONIC GAMES TO BE INCORPORATED AS SECTION 26.18 OF THE OFFICIAL ZONING ORDINANCE NO. 591

Purpose:

The purpose of this Section is to set forth guidelines for the location, positioning, and regulation of mechanical and electronic games and game centers to insure that the games and game centers operate without adverse consequences so as to preserve the public health, safety, and welfare of the City of Seaside.

Definitions:

Mechanical or Electronic Game - Any machine, apparatus, contrivance, appliance or device which may be operated or played upon the placing or depositing therein of any coin, check, slug, ball or any other article or device, or by paying therefor either in advance of or after use, involving skill in its use, including, but not limited to tape machine, pinball machine, bowling game machine, shuffle-board machine, marble game machine, horse racing machine, basketball game machine, electronic video game, or any other similar machine or device.

Mechanical or Electronic Game Center - Any establishment with three or more mechanical and/or electronic games.

Zoning Districts:

Mechanical or electronic game centers may be located within the P Primary Retail, V Visitor Serving Commercial and the SC Shopping Center Zoning Districts upon securing a Use Permit.

One or two mechanical or electronic game machines may be permitted as an accessory use within the Neighborhood Retail, Primary Retail, Shopping Center, Visitor Serving Commercial, Professional

Office, and Heavy Commercial Districts upon securing a zoning permit.

Location:

No mechanical or electronic game center shall be located on any street other than a major thoroughfare or within a shopping center.

Parking Requirement for a Mechanical and Electronic Game Center:

One space per three (3) machines with a minimum of five (5) spaces.

Noise:

The operation of any mechanical or electronic game and consequent activities shall not cause the outdoor noise level to exceed 65 decibels measured directly outside of the establishment.

Security: The manager(s) of each center shall provide the necessary surveillance so as to prevent the creation of an unfavorable environment.

Separation from Other Uses:

All mechanical and electronic game centers shall be located in a separate room, separated from other uses on the premises and from pedestrian circulation to and from other such uses. The room shall be arranged so that there is management attendant within the room during the hours the center is open or such that management attendants outside the room can easily see and supervise the interior of the room.

Positioning of Machines: Each machine shall be positioned so as to maintain adequate space for each machine without overcrowding and so that each machine shall not interfere with the normal

circulation of the store. The depth of the spaces in front of the machine shall be at least 4 feet and the maximum width of space shall be 3 feet for each machine designed for use by one player and 4-1/2 feet for each machine designed for use by two (2) players. There shall be a minimum of one foot clearance on either side of each machine. Two machines side-by-side shall be located a minimum of two (2) feet apart. Where mechanical or electronic games are an accessory use, there shall be a minimum aisle width beyond the 4 foot depth of an additional 4 feet.

Hours of Operation:

No mechanical or electronic game either within a game center or other establishment that is located within 1,000 feet of a public or private school of elementary or high school grade may be made available for minors use during the academic school year between the hours of 7:00 a.m. and 3:30 p.m. except during school holidays and on Saturday and Sunday, nor between the hours of 10:00 p.m. and 7:00 a.m. on all days preceding school days and between midnight and 7:00 a.m. on all other days.

All mechanical or electronic game centers shall be open to business no later than 10:00 p.m. on all days preceding school days and not later than midnights on all other days.

Minors: No minor under the age of eighteen shall be permitted in the establishment during the hours that regular school is in session unless such minor is accompanied by a parent, guardian, or other adult person having the care and custody of such minor.

Conditional Use Permit:

A mechanical or electronic game center shall not open for business

until a Conditional Use Permit has been granted by the Seaside Planning Commission and the seven day appeal period has passed with no appeal to the Planning Commission decision having been made.

All Conditional Use Permits granted for mechanical or electronic game centers shall be valid for one year's period of time.

The Conditional Use Permits may be re-issued annually by the Planning Commission after the Commission has reviewed the operation of the game center and has made the following findings:

- 1) All the conditions of approval of the Use Permit have been met within the required period of time.
- 2) There have been no violations of the Seaside Municipal Code and of this Ordinance.
- 3) The game center has caused no significant adverse effect on surrounding business and/or residential neighborhoods or on the community as a whole.

The Conditional Use Permit may be revoked any time when the conditions of approval or the provisions of this Ordinance have not been met.

Compliance with Other Laws: Neither this Article nor any provision therein contained shall include or apply to any act which is made a public offense by the Penal Code of the State of California, or by any other law of the State of California, or of the United States Government; nor shall this Article or any provision therein contained authorize or permit or be construed as authorizing or permitting the keeping, maintaining, possessing, using or operating in the City of Seaside of any contrivance or device otherwise

prohibited by law.

Severability:

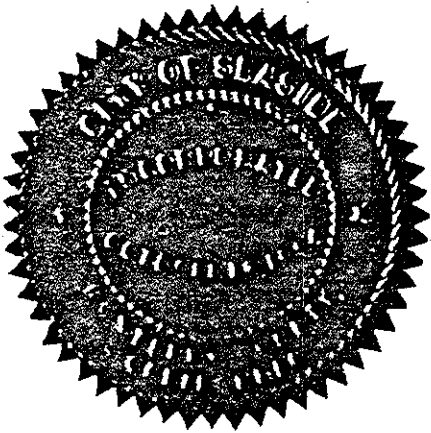
If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Article or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Article or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

Public Notice:

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) SS

I, Dee Latimore, Deputy City Clerk, of the City of Seaside, State of California, hereby certify that on the 9th day of September, 1982, a true copy of the foregoing Ordinance No. 616 of the City of Seaside was published in the Seaside News-Sentinel.

Witness my hand and the seal of the City of Seaside this 10th day of September, 1982.



Dee Latimore/dc
Dee Latimore, Deputy City Clerk
CITY OF SEASIDE
County of Monterey, State of California



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: May 21, 2020

**SUBJECT: CONSIDER THE RECOMMENDATIONS FOR COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITY FUNDING
FOR THE 2020-2022 APPLICATION CYCLE AND PROVIDE
DIRECTION TO STAFF TO PREPARE THE
CONSOLIDATED/ANNUAL ACTION PLAN TO HUD**

PURPOSE & RECOMMENDATION

It is recommended that the City Council consider the CDAC and Homeless Commission's recommendations to receive CDBG funding and provide direction to staff to complete the required Annual Action Plan as part of this year's Consolidated Plan update to submit to HUD.

BACKGROUND

The Community Development Block Grant Program (CDBG) requires that citizens are involved in the planning, implementing and assessment of the CDBG program each year. HUD requires an exchange of ideas take place in identifying, soliciting and selecting program activities for each fiscal year to be used in preparing the Annual Action Plan and/or Consolidated Plan and preparation of the Consolidated Annual Performance Report (CAPER). The City uses a two year application cycle, so the applications received would be for both the 2020-2021 and 2021-2022 fiscal years.

Due to unexpected vacancies on the CDAC committee and to remain consistent with Seaside's HUD approved Citizen Participation Plan, a joint CDAC/Homeless Commission Meeting was held on March 11, 2020 to review the Public Services and Capital Project

Applications and make recommendations to Council for funding. The meeting video is available at <https://www.youtube.com/watch?v=4uKhXZvupFo>

HUD has announced the entitlement community allocations for 2020-2021. Seaside will be receiving \$339,767 in CDBG funding. This will be combined with \$104,300 program income from land lease at Embassy Suites. 15% of the available funds can be used for Public Services Funding. 20% can be used for Program Administration and the remainder for projects and other activities. Please note the available funds may increase should unanticipated payments be made on outstanding deferred CDBG funded loans.

All applications are available for viewing on the City Website. <http://www.ci.seaside.ca.us/262/Community-Development-Block-Grant-CDBG>

Public services applicants were advised to keep their requests between \$5,000 and \$15,000 per year. Ten applicants applied for funding and all kept the requests within that limit. Scenarios were provided to the committee indicating adjustment to the current formula used for calculation.

After thoughtful deliberation, realizing that all applicants provide valuable services-- the reviewing panel recommended that the ten applicants for public services funding split the available funds equally. Council may concur with this recommendation or provide another direction to staff.

Upon review of the capital projects, the panel determined that Meals on Wheels request for flooring for the senior center in Pacific Grove would not be a suitable use of Seaside's CDBG funds. The City of Seaside's request for Ellis Park improvements would have used all of the funds available for a single fiscal year, so that request was deferred. The panel recommended that all other applicants be approved for their projects for 2020-2021 with any leftover funds split evenly between them, and in 2021-2022 the entire CDBG funds for capital projects be used for Ellis Park improvements.

Since the March 11 meeting, due to COVID-19 impacts, Seaside submitted a waiver to extend the submittal of the Consolidated/Annual Action Plan and this item was postponed from its originally scheduled March agenda. In addition, due to the impacts, staff reached out to all the applicants, and received updates on how they are dealing with their program activities. Their responses are attached to this staff report. Everyone is making adaptations.

HUD has issued additional CARES act funding for the CDBG program, CDBG-CV. Funding from CDBG-CV must be dedicated to COVID-19 related activity and activities will be discussed separately. Funding from the 2020 grant may also be used for COVID-19 related activities using the special guidelines.

Since all applicants are still in need of funding, and their activities continue during the pandemic, Council may consider the original committee project recommendation, adjust the recommendation with the "leftover" project funds be allocated to boost CDBG-CV activities or provide other direction as the Council feels appropriate.

Council's recommendation will be incorporated into the Consolidated/Annual Action Plan which will go out for public review and public hearing and a resolution by Council for submittal to HUD for their ultimate approval.

FISCAL IMPACT

There is no fiscal impact to the General Fund for this item. CDBG funds are provided to Seaside through a federal entitlement grant.

ATTACHMENTS

1. CDBG Apps 2020 with actual grant award PS Recommended
 2. CDBG Apps 2020 with actual grant award RECOMMENDED
 3. Applicant COVID-19 adaptations
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Public Services Funding Requests

Organization	Amount requested	Recommended by Panel	Use of Funds staffing for new center Case de Noche	# of clients projected to be served
Gathering for Women	\$ 10,000.00	\$ 6,661.01	Buena	200
CASA of Monterey County	\$ 10,000.00	\$ 6,661.01	Foster child advocates	290
Action Council-Palenke Arts Village Project	\$ 15,000.00 \$ 14,500.00	\$ 6,661.01 \$ 6,661.01	Arts program for youth youth services afterschool program	120 55
Legal Services for Seniors	\$ 15,000.00	\$ 6,661.01	legal services for seniors-office is in Seaside	350
Greater Victory Temple	\$ 15,000.00	\$ 6,661.01	community after school program	100
Girls Inc of Central Coast	\$ 8,000.00	\$ 6,661.01	after school events at Seaside schools	90
ECHO	\$ 9,470.00	\$ 6,661.01	fair housing activities	40
Meals On Wheels	\$ 10,000.00	\$ 6,661.01	meals for homebound Seaside residents	120
Community Partnership for Youth	\$ 15,000.00	\$ 6,661.01	youth services afterschool program	450
TOTALS	\$ 121,970.00	\$ 66,610.05	AVAILABLE FUNDS	1815
TOTAL REQUESTS 2020-2021 MPUSD request for garden classroom activity funding withdrawn at 3/11/20 meeting				
Available 2020-2021	\$ 66,610.05			
Expected avail 2021-22**	\$ 63,028.00			
** still use original projections for 2021-2022. President's budget eliminates CDBG entirely as of 2/18/20				

Please note these applications are listed randomly and are NOT in any ranking order.

Capital Projects CDBG Funding Requests

Organization	Amount		For year?	Use of Funds	Location notes	Other notes
Boys and Girls Club	\$ 70,000.00	\$ 80,976.19	2020-2021	gym improvements		
Boys and Girls Club	\$ 20,000.00	\$ 30,976.19	2021-2022	kitchen improvements		
Community Human Services	\$ 30,000.00	\$ 40,976.19	2020-2021	flooring-energy efficiency		CHS has a joint powers authority agreement with the City for \$30,000 per year.
MPUSD	\$ 20,000.00	\$ 30,976.19	2020-2021	garden based classroom		Building the classroom PS funding for second year (withdrawn)
MPUSD	\$ 42,786.00	\$ 53,762.19	2020-2021	rehab classroom		
Veterans Transition Center	\$ 40,000.00	\$ 50,976.19	2020-2021	finish up duplex renovation in progress	This project is located in Marina (has previously been approved by HUD as a joint project and will serve Seaside veterans)	joint project continued with CDBG funding also from City of Monterey an Monterey County for homeless veterans
recommended requests	\$ 222,786.00	\$ 10,976.19	extra available for each project			
		\$ 288,643.15	full allocation			
Actual Availability	\$ 288,643.15		2020-2021			
requests	\$ 425,572.00		2020-2021			
requests	\$ 20,000.00		2021-2022			
Actual Availability	\$ 288,643.15		2020-2021			
Projected next year	\$ 273,122.00		2021-2022	(using previous projection, the President's budget eliminates CDBG)		
City of Seaside	\$ 281,241.00	use all available funding in 2021-2022	2020-2021	Ellis park accessibility	in tract 136 bordering 137	845 disabled persons per HUD statistics- Panel recommended for year 2
Meals on Wheels CIP	\$ 44,000.00	not recommended. Site is in Pacific Grove.	2020-2021	flooring for Active living center	NOTE: This facility is located in Pacific Grove. The Seaside Meals on Wheels meals are prepared at this facility.	NOT RECOMMENDED

SEASIDE'S SUBRECIPIENT RESPONSE TO COVID-19 SHELTER IN PLACE

The COVID-19 pandemic has forced changes on everyone. On April 10, 2020 Seaside reached out to their current CDBG subrecipients and applicants for 2020-2022 funding and asked the following:

Hi! Hope this email finds you healthy and safe. Could you can spare just a couple minutes to provide a quick update on how your activity/project is adapting to COVID-19 Shelter in Place?

We are interested in how you are able to continue your program using Zoom meetings, social distancing techniques, phone outreach or some other creative approach during these challenging times and if you anticipate any substantive changes to your program for the upcoming year.

If you could drop me a quick email by close of business Wednesday, April 15, it would be greatly appreciated. Thanks in advance and stay healthy! Sharon

*Sharon Mikesell
City of Seaside/Seaside Creates*

RESPONSES

PUBLIC SERVICES (CURRENT SUBRECIPIENTS)

ACTION COUNCIL OF MONTEREY COUNTY/PALENKE ARTS

From: Juan

Sánchez<juanlsanchez@hotmail.com>

To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>

Subject: Re: How is Palenke Arts adapting to COVID-19 Shelter in Place?

Hi Sharon,

I finally got around to finishing the demographic data report. Thanks for your patience. In terms of our adaptation to the shelter in place restrictions, we have been extremely proactive getting our classes delivered online. Thus, we have reached out all our families and assessed first their well-being and immediate needs, second their technological capabilities, then trained them in the use of zoom and accessing our facebook, instagram and youtube content.

Thus far, we have managed to get 18 piano students set up with individual lessons, 10 students in our chorus class, 5 Latin Jazz students, and 9 ballet folklorico students. We have also streamed weekly classes in visual arts, West African Drumming and Salsa Dance. It has been really challenging and time-consuming, but our families are really appreciating it!

Thanks for checking in. I hope that my reports are ready for approval now.

Be well,

Juan

COMMUNITY PARTNERSHIP FOR YOUTH

From: "Shari Hastey"

<respect@cpy.org>

To: "Sharon Mikesell" <SMikesell@ci.seaside.ca.us>

Subject: RE: How is CPY coping with Shelter In Place?

Thanks for asking Sharon

As a prevention and enrichment program, we have been for all intents and purposes shut down due to the stay-at-home order in place for our students. As a result, we've had to be creative in offering support to our program participants. Fortunately, over the years our site supervisors and mentors have developed strong relationships with the children and families we serve, and because we see our families every day, we know how to reach these folks right where they are.

Originally we had expected that we would be continuing our outreach using virtual channels, which is definitely happening. Our site supervisors and mentor/tutors have been tracking their encounters with each student and family and are able to provide referrals and support as they have always done when supporting folks face-to-face. More and more of our families, though, are indicating their need for food support and internet services so their kids can continue their studies online and not fall behind. As a result, in addition to our usual support, we're partnering with local organizations: Catholic Charities for CalFresh applications; local churches for food distributions, and the National Charity League Monterey Bay to help secure and deliver groceries from Trader Joe's to the Monterey Peninsula Unified School District (MPUSD) Homeless Coordinator. We're also working with MPUSD to get free mobile hot spot access and to make sure the students have picked up their chromebooks; and Monterey County 2020 Census to help families to fill out census information.

As evidenced by our most recent participant survey, our kids ALREADY have challenges. We understand that in other countries, rates of domestic violence and child abuse have increased during the COVID-19 crisis. Stress and increased isolation are risk factors for abuse. Families experiencing difficult financial issues or job loss during this time might be especially

at risk. But all families will be under increased stress and isolation with varying levels of support and resources. In addition, 20% of our families live with nine or more people in one dwelling. The mentor reports are showing that they NEED our support more than ever!

Take care Be safe

Shari

EDEN COUNCIL FOR HOPE AND OPPORTUNITY (ECHO)

From: <Margie@echofairhousing.org>

To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>

CC: <emily@echofairhousing.org>, Jonathan Torres <jonathan@echofairhousing.org>

Subject: Re: How is ECHO adapting to COVID-19 Shelter in Place?

Hi, Sharon. All ECHO staff started working remotely at around the same time, including Emily. She lives in Monterey County, and can fill you in on her experience, but all staff has laptops and we are buying equipment as it's needed so they can work from home. I'm in almost daily contact with staff via email, phone, or Webex, and Jonathan is great support to both staff and me.

We conducted a Google Hangouts staff meeting a couple of weeks ago, and we're going to meet again next week via Webex. Google Hangouts is limited and there were technical issues. For our presentations, education, and training events, we are looking at Zoom as the preferred platform. I still have to see the difference between Zoom and GoToWebinar. If you can provide information on either, it would be very much appreciated.

In terms of any changes, we are seeing a few more clients than in previous quarters, and because of SIP and the State, County, and City moratoria on evictions, we anticipate more inquiries from the public. Please see our [COVID-19 Resources](#) page and scroll to **Tenant Protections**. There you will see the Seaside button to access the Ordinance.

If you have any questions, let us know. Be well!

Thank you,

Marjorie A. Rocha | Executive Director

22551 Second Street, Suite 200 | Hayward, CA 94541

510-581-9380 ext. 17 | 510-537-4793 fax

Website: <http://www.echofairhousing.org>

[Facebook](#) | [Twitter](#)

GIRLS, INC

From: Patty Fernandez

Tuesday - April 14, 2020 11:28 AM

<pfernandez@girlsinccc.org>

To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>

Subject: Re: How is Girls Inc adapting to COVID-19 Shelter In Place?

Hi Sharon,

I updated the report a few minutes ago. Please let me know if you have any questions or changes- See below

March-May

Since we were not able to have the 7th grade girls participate in the second phase we wanted to also plan to do virtual programming. We are currently planning to check in with the 7th grade girls to see how they are doing and plan at least 2-3 more sessions via ZOOM.

Regards,

Patty

Patty Fernandez
Executive Director
pfernandez@girlsinccc.org

Girls Inc. of the Central Coast

318 Cayuga St., Suite 206
Salinas, CA 93901

Phone: (831) 772-0882 **Fax:** (831) 772-0773

GREATER VICTORY TEMPLE COMMUNITY OUTREACH PROGRAM

From: victory temple

Wednesday - April 15, 2020 3:36 PM

<gvteducation1@yahoo.com>

To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>

Subject: Re: How is the GVT community program adapting to COVID-19

Good afternoon,

In this time of need we are reaching out to parents donating school supplies ,bags of groceries with different items weekly and masks. There will be another distribution of mask in approx 10 days to families in our program.

We have offered assistance via zoom or phone calls to the parents if they need assistance with homework or need ideas to decrease the boredom of the kids.

LEGAL SERVICES FOR SENIORS

From: kdm

<tula@nonnie.net>

To: <nmiccoli@legalservicesforseniors.org>, Sharon Mikesell <SMikesell@ci.seaside.ca.us>

Subject: Re: How is Legal Services for Seniors adapting to COVID-19 Shelter in Place?

Sharon -

The pandemic has sent our staff to their homes, but not away from our clients. With the Shelter-in-Place order, Legal Services for Seniors closed its doors to walk-in clients and began working from home [March 16th, 2020](#).

We continue to provide assistance to clients in all areas of civil legal representation. Costs have risen for communication - both between staff as well as staff and clients, additional fees for services which we usually accommodate in our office - such as execution of Advance Health Care Directives, Wills, Restraining Orders now take longer and cost our clients in mileage, filing and services fees.

Thank you,
Kellie D. Morgantini
Executive Director, Attorney
Legal Services for Seniors
tel: 831.899.0492
fax: 831.401.3185
kellie@lssmc.net

www.lssmc.net

Sent from Earth where *"It's turtles, all the way down...."* *

* https://en.wikipedia.org/wiki/Turtles_all_the_way_down

MEALS ON WHEELS OF THE MONTEREY PENINSULA

From: Jacob Shafer Wednesday - April 15, 2020 10:30 AM
<jshafer@mowmp.org>

To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>

Subject: RE: How is Meals on Wheels adapting to COVID-19 Shelter In Place?

Monterey County seniors are some of the most vulnerable in the local population in regard to the ongoing effects of the COVID-19 pandemic. It's a good thing organizations like Meals on Wheels of the Monterey Peninsula are still working, despite the shelter in place order issued by county authorities. Older adults are being urged to stay inside to avoid infection, programs such as, adapting to limitations brought on by the ever-changing landscape around combating the virus and, now more than ever, are in need of home food delivery.

Meals on Wheels of the Monterey Peninsula and its sister program serving the Salinas Valley are considered essential, with their staffs and volunteers working tirelessly to keep their Home Delivered Meals programs

running.

In addition to Meals on Wheels of the Monterey Peninsula's Home Delivered Meals program, the agency will continue to offer food-insecure residents fresh produce donated by the Food Bank of Monterey County Wednesday mornings at the Sally Griffin Center in Pacific Grove, but now it will be packed into to-go bags and handed to seniors at the front door as opposed to the previous farmer's market-style program.

Both the Monterey Peninsula and Salinas Valley organizations deliver meals to hundreds of seniors over the age of 60 who are not able to cook or shop for themselves.

Through grant funds provided by CERV Monterey, Meals on Wheels of the Monterey Peninsula created and launched a Supplemental Nutrition program to provide local homebound seniors with additional, shelf-stable, food items in the wake of the COVID-19 pandemic. Homebound senior clients were elated to receive their usual freshly prepared, hot meals and daily wellness checks, and also for the unexpected items that came pre-packed and that could be saved for a rainy day. These weekly food packs provided not only extra food, but also the peace of mind that comes with having a stocked pantry.

The MOWMP Home Delivered Meals program has seen a 20% increase in demand since the COVID-19 pandemic began. Staff is bringing the prepared food from the kitchen to the volunteer drivers' vehicles and the volunteer drivers are leaving the meals at the door, knocking and waiting to ensure the client receives the food.

Jacob S. Shafer
Director of Development
Meals on Wheels of the Monterey Peninsula
700 Jewell Avenue
Pacific Grove, CA 93950
831-375-4454 x120
www.mowmp.org

THE VILLAGE PROJECT

EMAIL BOUNCED BACK, A CALL TO THE VILLAGE PROJECT INDICATED THAT THEIR EMAIL WAS DOWN ON 4/10. BERTHA FROM THEIR PROGRAM DID ADVISE THEY WERE USING TECHNOLOGY FOR OUTREACH, EMAIL WAS RESENT AND AWAITING A FULL RESPONSE

PUBLIC SERVICES APPLICANTS 2020-2022

CASA OF MONTEREY COUNTY

From: Teresa Jimenez

<teressa@casaofmonterey.org>

To: "Sharon Mikesell (SMikesell@ci.seaside.ca.us)" <SMikesell@ci.seaside.ca.us>

CC: Vicki Myers <vicki@casaofmonterey.org>

Subject: RE: How is CASA for Monterey adapting to COVID-19?

Hi Sharon, Thank you so much for reaching out.

I will start by informing you that in response to the state's and county's shelter-in-place mandates, and to ensure the health and safety of CASA's staff and volunteers, the CASA office is closed and all staff are working remotely. All staff are accessible during CASA's normal office hours (8:30AM to 5:00PM). CASA is monitoring the developments of the pandemic closely, and on a daily basis. We are working with and following the guidance of our Board of Directors, as well as National CASA and California CASA associations. Please know that through this time, , CASA of Monterey County is doing everything it can to provide unwavering support to our vulnerable population.

Although CASA volunteers can no longer meet with the kiddos in-person, they are required to stay in contact virtually through phone and video calls, letters, cards, or text messaging (depending on the child's age), and other ways. CASA volunteers must:

- Communicate with their child at least once a week.
- Communicate with the child's stakeholders including attorneys, teachers, therapists, caregivers, social workers.
- Ensure that their CASA child is healthy, safe, and meeting academic goals.
- Write and submit court reports to keep the judge informed.
- Participate in extended continuing education learning opportunities.

For recently sworn-in CASA volunteers who have not read the confidential cases of foster children on the waitlist, and who are awaiting their assignments, CASA is scheduling opportunities for personal reading sessions at the CASA office, while maintaining strict social-distancing. These new CASA volunteers will "meet" their CASA kiddos virtually and work closely with their Advocate Supervisors during their transition into their new roles until further notice.

CASA is continuing outreach and recruitment of new volunteers, while moving forward to fill the scheduled summer new-volunteer training class. With the use of Zoom, interested applicants meet with our Recruitment and Marketing Manager. These virtual information sessions are interactive and productive with easy accessibility to videos and links. CASA is preparing for an online format of the Summer training class. Zoom's webinar feature will be utilized as it allows large group teaching sessions and smaller group break-out meetings.

We are open for discussion and can answer any questions you might have via phone or by scheduling a video-meeting.

Teresa Jimenez, Philanthropy Director
CASA of Monterey County
Phone: (831) 299-CASA Fax: (831) 455-6802
Email: teressa@casaofmonterey.org
945 S. Main Street, Ste. 107, Salinas, CA 93901
www.casaofmonterey.org

"To train and support community volunteers who advocate for abused or neglected children placed in foster care, upholding the children's rights while pursuing a safe and permanent home."

GATHERING FOR WOMEN

From: Amy Stocker
<amy@gatheringforwomen.org> Wednesday - April 15, 2020 7:29 PM
To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>
Subject: Re: How is your program adapting to COVID-19?

Hi Sharon,

Gathering for Women remains open Monday through Friday from 8 am to 2 pm. We are offering hot breakfast and lunches in take away containers and continue to provide sack lunches. Hot showers are available and clothes closet is open on an emergency basis. Two days a week we are open after 2:00 so that the women who are participating in the I-Help program can come for showers and clothes closet without coming into contact with our other guests. We have implemented necessary social distancing strategies to keep people six feet apart , eliminated unnecessary contact and increased sanitation procedures.

All meetings are now done via zoom or conference call and we have one employee who is in her 70's that has opted to work from home. Everyone else is at the facility and we are using gloves and masks when necessary.

The most significant impact to our organization is with our volunteers. We normally have around 60 volunteers who work in the kitchen, manage the front desk and run the clothes closet. Although we still have a handful that are willing to come and work, paid staff is covering the shortfall which is creating overtime cost for the organization. There is also concern about increased food costs. We normally get many of the staples for the kitchen from the Food Bank which allows us to keep our service cost down. As the demand on Food Bank increases and many items we rely on such as bread, canned meat etc. are not available it will drive up our food costs considerably.

Hopefully that gives you some idea of how we are adapting to this new environment. Please let me know if you have any specific areas that were not addressed above.

Stay safe!

Amy Stocker, Finance Director
Gathering for Women

CAPITAL PROJECTS AND OTHER ACTIVITIES

BOYS AND GIRLS CLUB- CLUBHOUSE IMPROVEMENTS

From: Andrew Vie
<avie@bgcmc.org>
>

Wednesday - April 15, 2020 3:37 PM

To: 'Sharon Mikesell' <SMikesell@ci.seaside.ca.us>, Brian Sanford
<bsanford@bgcmc.org>

Subject: RE: Status of Boys & Girls Club Projects thanks to COVID-19?

Hi Sharon,

During the 3rd quarter we entered contract with Ausonio Inc.

Our project came in over budget, although that is pretty common.

The delivery status of the partition wall is pending as and they are reviewing the shop drawings. After review, the project lead from Ausonio is coming out to assess site preparations.

At this time we are confident we will have expensed 100% of the CDBG award; however, with COVID-19 mandates and challenges it is still unclear whether the full completion of the project will take place before June 30th.

Please advise if there is any additional information or details we can provide at this time.

Best,

Andrew Vie (He, him, his), MBA
Director of Operations
Boys & Girls Clubs of Monterey County
1332 La Salle Ave., P.O. Box 97
Seaside, CA 93955

Phone: 831-394-5171 ext 212
Fax: 831-394-4898

Email: avie@bgcmc.org
Website: <http://www.bgcmc.org>

COMMUNITY HUMAN SERVICES

From: Rob Rapp
<Rrapp@chservices.org>
To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>
Subject: RE: How is CHS adapting to COVID-19?

Tuesday - April 14, 2020 11:42 AM

Hi Sharon!

We are doing good! I hope you and Burl are as well.

This is from an email to another entity and is probably way to much info but here you go!

The numbered items below are in response to the question "what will the financial impact of Covid-19 be on CHS?" this is our best answer at this time.

1. Clients at Genesis House, our residential drug and alcohol treatment program, are sheltering in place. Once their Medi-Cal medical necessity expires, we will need to keep them sheltering in place but will not receive treatment dollars and room and board stipends for them. Most would face homelessness upon exit from the program, would be more likely to relapse, and more likely to get sick from COVID. Funding would help underwrite those costs at \$150/day per client. We expect to keep 19 clients in the program for the next 45 days. ($19 \times 30 = 570 \times \$150 = \$85,500.$)

2. Our local Food bank is no longer providing food to agencies. Genesis House, Safe Place (shelter and outreach) and Salinas Valley street outreach are still providing many meals a day and will need to buy food from conventional, more expensive sources, or have prepared food delivered from local restaurants, also at greater cost than budgeted. We anticipate serving roughly 100 meals per day, prepared, delivered or brown bag. Funding would help us make up the cost difference. ($50 \text{ meals per day} \times 45 \text{ days} = 2,250 \text{ meals} \times \$3.00 \text{ per meal} = \$6,750.$)

3. Off Main Clinic, Genesis House, Safe Place and Salinas Street Outreach Program counselors and staff are working under modified hours and attempting to maintain social distancing at all times but they are still showing up to work and interacting with the public, many of whom are homeless or living in unsanitary situations. As a result, CHS has instituted a 10% hazard pay increase to counselors and staff who are on-site and interacting with clients. ($\text{Roughly } 20 \text{ employees} \times 40 \text{ hours per week} = 800 \text{ hours} \times \text{an average salary/benefits of } \$25 \text{ per hour} = \$20,000 \times 10\% = \$2,000 \text{ per week} \times 6$

weeks = \$12,000.)

4. Unbudgeted, unfunded purchases include two hand washing stations, hand soap and paper towels, hand sanitizer, disinfectant cleaners, gloves, masks, emergency blankets, over the counter medications, thermometers, underwear/socks, snack-type foods, etc. The need for these consumables will continue and likely grow, at an estimated cost of more than \$10,000.

These are just a few of the identified additional expenses and revenue impacts as a result of COVID that funding will help cover. There are sure to be more.

This section is basically a breakdown of all of our programs and what we are doing.

At Community Human Services, we have taken significant actions to help slow the spread of the Coronavirus, protect our staff, and continue to provide essential services to our clients. We have been communicating with the Monterey County Health Department and taking guidance from the Centers for Disease Control, the California Department of Health Care Services, the California Department of Public Health, and other agencies in these efforts.

Effective Wednesday, March 18th we modified services as follows:

Substance Abuse Treatment Programs

Genesis House: Operational during shelter-in-place order but closed to the public. No new admissions.

Outpatient Treatment Centers: Closed to the public. Counseling services offered via tele-health and telephone.

Substance Use Prevention Program (SUPP): Closed to the public. Counseling services offered via tele-health and telephone.

DAISY: Closed to the public. Counseling services offered via tele-health and telephone.

Off Main Clinic: Operational weekdays during shelter in place order and closed on weekends. New dispensing hours M-F, 7:30-9am. Counseling services offered during normal operating hours via tele-health and telephone.

Family and Mental Health Programs

Family Service Centers: Closed to the public during shelter-in-place order. Mental health services offered via telehealth and telephone. Parent education, supervised visitation and domestic violence groups have been suspended. Support offered to parents and

families via tele-health and telephone.

Homeless Programs

Safe Passage:

*Continue to have residents onsite. No new admits. I believe we have 5 out of 6 beds filled.

*We are continuing services remotely, with continued case management, COVID19 education, and increased sanitation instructions/procedures.

Safe Place

* Sidewalk Drop-Ins

Sidewalk Drop-Ins are held every day in the front of Safe Place.

It is a resource table with one staff stationed, where they provide basic needs, hand sanitizer, referrals and resources, and COVID19 education.

The Sidewalk Drop-In table is open every day from 10am-3pm.

* BCP

Services are continuing remotely, with counseling and other supportive services.

Currently there are 17 active clients that have varied schedules.

BCP counselors are assisting with outreach activities, specifically the Sidewalk Drop-Ins

* SOP

Continued support to homeless youth in the community, providing basic needs, hand sanitizer, referrals and resources, and COVID19 education and resources.

SOP counselors are assisting with the Sidewalk Drop In table.

Drop-in breakfast is canceled due to volunteers sheltering in place

Drop-in dinners continue because some restaurants are continuing, and if they are unable to, we purchase dinner for the youth. It is more of a to-go dinner rather than a sit down, given COVID19.

* Shelter

Open every night, check in between 7-8pm.

Increase sanitation protocols, as well as handwashing station located outside to increase cleanliness

I hope this helps! Let us know if you have any further questions about Genesis House in particular.

Rob

VETERANS TRANSITION CENTER

Jack Murphy has been in contact with City Staff and indicated that the VTC duplex rehab project is on schedule and the next phase is on schedule to begin after July 1. Two progress payments have been submitted to date.

SEASIDE MICROBUSINESS ASSISTANCE

Mailers for the Business Plan competition to businesses with less than 5 employees located in HUD qualified census tract 137 went out days before the Shelter In Place went into effect. A page on the City website explains the competition with links to the mailed items. Staff did not do anticipated in-person outreach due to shelter in place. The SBDC business plan workshop targeted to this group was cancelled due to shelter in place. There were other examples referenced in the mailer and posted online, so entries could still be submitted. Application deadline was 4/17. One entry was received and is currently under review.

MONTEREY PENINSULA SCHOOL DISTRICT (APPLICANT FOR TWO 2020-2022 PROJECTS)

From: Serina Eichelberger
<seichelberger@mpusd.k12.ca.us>

To: Sharon Mikesell <SMikesell@ci.seaside.ca.us>

Subject: Re: How is Monterey Adult School adapting to COVID-19?

Hi Sharon,

Thank you for checking in. We are continuing to serve our currently enrolled students through distance learning in all program areas, including English as a Second Language, High School Diploma, High School Equivalency, Parent Education, Career Technical Education (Computers and Culinary), and Adult with Disabilities (computers). Unfortunately, due to current limitations, we are only accepting new students for the high school diploma program.

Our site is currently open two days a week for materials distribution and teacher access to their classrooms. Our teachers are using an online class site to post assignments and offer weekly direct instruction and office hours through google meets. They are also teaching students of the various educational platforms offered online.

Although it is challenging creating remote systems in a short amount of time, the staff remains dedicated to serving our community while ensuring all social distancing protocols are being followed for essential businesses. We are hopeful this experience will make us a stronger organization with the capacity to serve more students with diverse needs.

Hope all is well with you and that you are in good health and good spirits.

Cheers,
Serina



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: May 21, 2020

**SUBJECT: CONSIDER POSSIBILITIES FOR USE OF CDBG-CV
CORONAVIRUS RESPONSE FUNDING AND PROVIDE
DIRECTION TO STAFF TO PREPARE THE ACTION PLAN FOR
THIS SPECIAL FUNDING TO SUBMIT TO HUD**

PURPOSE & RECOMMENDATION

The City has been granted \$199,874 in supplemental CDBG-CV grant funding to prevent, prepare for, and respond to coronavirus. It is recommended the Council give direction to staff to prepare the plan to HUD for use of the funds.

BACKGROUND

The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) makes available \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants).

To expedite processing and eliminate the need for a substantial amendment to the Consolidated Plan, plans for the funding should be submitted along with the Consolidated/Annual Action Plan. Grantees must identify the proposed use of all funds and how the funds will be used to prevent, prepare for and respond to coronavirus.

HUD has prepared a Quick Guide attached to this report. The Community Development Advisory Committee held a special meeting on April 27, 2020 and

received a presentation on the CDBG-19 funding. Notes from the meeting are attached and the YouTube video is available at <https://www.youtube.com/watch?v=LkPACYItxKA>

The \$199,874 allocation includes a 20% administration cap (up to \$39,974.70), no cap on public services activities directly related to coronavirus and can be supplemented with other CDBG funds, provided they are directly related to coronavirus. (See Quick Guide).

Council is requested to provide direction to staff for recommended uses for CDBG-CV funds.

FISCAL IMPACT

There is no fiscal impact to the General Fund for this program using Federal grant funds.

ATTACHMENTS

1. Quick-Guide-CDBG-Infectious-Disease-Response_Revised 4-6-2020
 2. CDAC Discussion Notes-April 27 Special Meeting
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response

REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

<i>For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).</i>	
Buildings and Improvements, Including Public Facilities	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. <i>See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).</i>	Construct a facility for testing, diagnosis, or treatment.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). <i>See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).</i>	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
Assistance to Businesses, including Special Economic Development Assistance	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. <i>See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).</i>	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. <i>See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).</i>	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Provision of New or Quantifiably Increased Public Services	
Following enactment of the CARES Act¹, the public services cap² has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts. <i>See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).</i>	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
Planning, Capacity Building, and Technical Assistance	
States only: planning grants and planning only grants. <i>See section 105(a)(12).</i>	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
States only: use a part of to support TA and capacity building. <i>See section 106(d)(5) (42 U.S.C. 5306(d)(5)).</i>	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. <i>See 24 CFR 570.205.</i>	Gather data and develop non-project specific emergency infectious disease response plans.

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: CPDQuestionsAnswered@hud.gov
- Coronavirus (COVID-19) Information and Resources: <https://www.hud.gov/coronavirus>
- CPD Program Guidance and Training: <https://www.hudexchange.info/program-support/>

¹ On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

² Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.

CDAC Discussion Notes

April 27, 2020 – 6:07 p.m.

Present: Vice Chairs David Prina, Lanny Olis

Community Development Director, Gloria Stearns, gave a presentation regarding \$199,874 CDBG-CV funds, which differ from “regular” CDBG funds. Here is information from the slides:

- Building / Construction – medical, quarantine facilities
 - Challenge: expensive to build / renovate
- Economic Development:
 - Grants – limited to medical supply firms, cleaning, quarantine related
 - Loans – retention of jobs held by low/mod employees
 - Challenges: HUD – document other sources tried & failed; staffing to underwrite loans; attempts to partner unsuccessful so far; nearby cities are using general fund for loans
- Public Service:
 - COVID-19 testing, COVID-19 job training, meals on wheels to at-risk or quarantined, supplies to carry out a public service
 - Challenge: very specific limits, even for a food bank donation
- Planning / Capacity Building / Technical Assistance
 - Training or planning for local government re CDBG
- National objectives
 - Benefit low/mod income persons
 - Address slums/blight
 - Meet an urgent need
- For example, these meet national objectives
 - Donate food to elderly
 - Donate food to homeless
 - Loans to businesses in Census Tract 137*
- HUD Hints
 - Do an activity that you have the capacity to handle
 - Goal is to get the funding out in the community quickly

Committee Members Prina and Olis then had a discussion about the various activities that could be conducted using CDBG-CV funds. They liked food distribution, especially to elderly, because it is something the City can do (capacity), and also due to pre-established relationships with organizations that serve Seaside’s elderly. They liked the idea of business assistance in Census Tract 137.

~~Committee~~Committee Member Olis then suggested a mask distribution to complement a food distribution. Following discussion, when asked about ranking choices, the following priorities were stated:

1. Food distribution for elderly, including masks
2. Food distribution for homeless, including masks
3. Business assistance for Census Tract 137

It is recommended that a handout on the proper use of masks and glove disposal be included with the masks. One public comment asked for food (or gift cards) for agencies distributing food to families.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 21, 2020

**SUBJECT: CONSIDERATION OF AMENDMENTS TO SEASIDE MUNICIPAL
CODE SECTION 10.32 TO INSTITUTE A FOUR HOUR TIME
LIMIT FOR CITY PARKING LOTS AT PARKS AND ALLOW ONE
NIGHT PER WEEK FOR OVERNIGHT PARKING AT ROBERT'S
LAKE**

PURPOSE & RECOMMENDATION

To receive a presentation, discuss and provide direction to staff.

BACKGROUND

The City currently has two parks with designated parking lots: Laguna Grande Park and Robert's Lake. On any given day these lots can be full with cars and RV's who stay for longer periods of time than the average park user, which makes it difficult for Seaside residents to access these locations. Having a time limit in place will allow more residents to access these parks on a daily basis.

Additionally, under the third supplement of the proclamation of local emergency, the City of Seaside the City Council ratified item E which is: Suspension of Sleeping in Vehicles Ordinances which applied only to the parking lot at Robert's Lake Park. Over the last few weeks both of the parking lots have been full on a consistent basis. There is a need for overnight parking, and staff would like to look at the possibility of continuing overnight parking at Robert's Lake for one night a week after the local emergency has passed.

FISCAL IMPACT

There is no fiscal impact for this item.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 10.D.

TO: City Council

BY: Craig Malin, City Manager

DATE: May 21, 2020

SUBJECT: CONSIDER ENVIRONMENTAL IMPACT REPORT FOR THE FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG) AND ADOPT RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE A MASTER AGREEMENT ON BEHALF OF THE CITY OF SEASIDE SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

PURPOSE & RECOMMENDATION

Adopt resolution authorizing City Manager to execute a Master Agreement with Transportation Agency of Monterey County for the FORTAG trail upon final review and approval as to form by City Attorney.

BACKGROUND

The Fort Ord Regional Trail & Greenway (FORTAG) is part of a larger effort to connect communities in and around the former Fort Ord to each other and to education, employment, community, and recreation centers. FORTAG is a proposed new paved regional active transportation route that will serve as a safe pedestrian and bicycle corridor connecting Seaside, Marina, Del Rey Oaks, Monterey and unincorporated community residents to California State University Monterey Bay, the Fort Ord National Monument and the Monterey Bay Sanctuary Scenic Trail.

FORTAG is proposed as a 24.2-mile continuous 12-ft wide paved bicycle and pedestrian trail with an open-space buffer on both sides. FORTAG will connect to 7.5 miles of existing Monterey Bay Sanctuary Scenic Trail, for a total 31.7 regional trail in the Monterey Peninsula that will connect with the existing and planned active transportation network, and will provide connections to unpaved trails in the Fort Ord National Monument. The northern loop of FORTAG encircles Marina, following a 13 mile route that includes 3 miles of the existing Coastal Rec Trail. The southern loop of FORTAG encircles Seaside and bisects Del Rey Oaks, following a 15 mile route that

includes 4 miles of the existing coastal trail system. The route includes spurs connecting with existing and planned bike/pedestrian infrastructure. Several sections of the paved trail will link to nearby unpaved trails.

In 2017, the City Council approved a Memorandum of Understanding designating the Transportation Agency of Monterey County (TAMC) as the lead agency for the FORTAG Project's environmental review. This action allowed TAMC to evaluate impacts of a project located on Seaside lands, but it did not approve a project on Seaside lands.

As Lead Agency, TAMC released a Notice of Preparation for the Draft Environmental Impact Report (EIR) on June 13, 2019. The Draft EIR, which included discussion on the proposed Master Agreement, was released for public review on November 7, 2019. On March 25, 2020, the TAMC Board of Directors certified the Final EIR for the FORTAG Project, adopted its Mitigation Monitoring and Reporting Plan (MMRP), and approved the proposed Master Agreement regarding the Final EIR and execution of the FORTAG Project within the multiple jurisdictions. The Final EIR, including appendices, is available on the TAMC's website: <https://www.tamcmonterey.org/measure-x/programs-projects/fort-ord-regional-trail-greenway>.

While seven (7) segments were evaluated in the EIR, this multijurisdictional trail is expected to be implemented in small incremental phases as funding is secured for design and construction. The development, construction, operation, and maintenance of the trail is proposed to be managed under the proposed Master Agreement to be executed among and between TAMC and the jurisdictions within whose boundaries the trail is located. The proposed Master Agreement would commit TAMC to providing funding assistance, through Measure X and/or other grant funding, planning and technical assistance and development and construction. In return, the underlying jurisdictions would commit to the following:

- Cooperation with TAMC and the other Underlying Jurisdictions
- public outreach and education,
- inserting the FORTAG alignment into planning documents, subject to revisions in accordance with Supplemental Agreements,
- accepting and enforcing appropriate mitigation and monitoring conditions as each segment of FORTAG is finally approved within the boundaries of the Underlying Jurisdiction,
- undertaking appropriate review and approval of plans, specification and alignment for each segment of FORTAG to be developed and constructed within the boundaries in accordance with an approved Supplemental Agreement,
- to the extent allowed by law require dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction,
- provide for the reasonable maintenance of the segments of FORTAG as they are completed and adopt and enforce reasonable use and operations rules and regulations.

As currently proposed, the Master Agreement attaches the underlying land use authority in the City and provides ; trail issues on land where the City anticipates development within its jurisdictional boundaries through the use of Supplemental Agreements. Supplemental Agreements will detail, among other things, the final design and construction, any supplemental need for environmental review and compliance with the mitigation measures, operation and maintenance for that particular trail segment. Exhibit B to this staff report is the alignment considered by TAMC, which evaluated 30% plans and a swath of approximately 100 feet wide to allow for modifications of trail alignment.

Craig Mann, City Manager

As each segment is completed, the Underlying Jurisdiction will be responsible for ongoing maintenance and liability, including any cost for implementing measures. This will have an uncertain impact on City's resources as it moves forward.

The first Supplemental Agreement is proposed for Phase 1 of the Canyon Del Rey/State Route 218 segment, a segment that traverses properties within the Cities of Del Rey Oaks and Seaside, upon approval of an \$11 million California Transportation Commission (CTC) grant. TAMC has advised that it must submit a grant allocation request, with the certified Final EIR as well as the Master Agreement approved by all agencies before June 24, 2020, or lose the \$11 million in grant funding for Phase 1. As the Supplemental Agreements come forward, the City Council will be asked to consider FORTAG segment details, consider or make environmental findings and adopt mitigation and monitoring for each segment as they come forward.

At this point in the process, however, the staff is requesting the Council consider, as a responsible agency, the TAMC certified environmental document and authorize the City Manager to enter on behalf of the City the Master Agreement with final review and approval by the City Attorney.

ATTACHMENTS

1. RESOLUTION 20-XX AUTHORIZING EXECUTION MASTER AGREEMENT FOR FORTAG
2. 2020-05-08 Final Revised Master Agreement-clean
3. EXH B-FORTAG-Proposed-Project-Map

Reviewed for Submission to the
City Council by:

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CONSIDER THE ENVIRONMENTAL IMPACT REPORT PREPARED BY THE TRANSPORTATION AGENCY OF MONTEREY COUNTY FOR THE FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT ON BEHALF OF THE CITY OF SEASIDE SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the Fort Ord Regional Trail and Greenway Project proposes to construct an approximately 28-mile continuous 12-foot wide paved bicycle and pedestrian trail with 2-foot wide unpaved shoulders and an open-space buffer on both sides. This trail will connect the Monterey Peninsula cities from the existing Monterey Bay Coastal Trail to the California State Monterey Bay University campus through the Former Fort Ord open space area ("Exhibit A" – Proposed Project Map); and

WHEREAS, at the regular meeting of September 19, 2017, the City Council approved the Memorandum of Understanding for the designation of lead agency for the environmental review of the Fort Ord Regional Trail and Greenway (FORTAG); and

WHEREAS, as the lead agency, the Transportation Agency of Monterey County ("TAMC") released a Notice of Preparation for the Draft Environmental Impact Report ("EIR") on June 13, 2019. The Draft Environmental Impact Report, which included discussion on the proposed Master Agreement, was released for public review on November 7, 2019; and

WHEREAS, at the regular meeting of March 25, 2020, the TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and Reporting Plan and approved a Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG project in their jurisdiction; and

WHEREAS, the City of Seaside has been asked to enter into a Master Agreement for the Fort Ord Regional Trail and Greenway (FORTAG) Project. The form of Master Agreement that Seaside anticipates executing is attached ("Exhibit B"). This agreement commits TAMC and the jurisdictions through which the trail will run to cooperating in the execution of the trail in their individual areas. The Master Agreement anticipates implementing sections of the FORTAG through Supplemental Agreements which will address final design and alignment issues, additional CEQA review and other technical items; and

WHEREAS, the first Supplemental Agreement contemplated is one for Phase 1 of the Canyon Del Rey/State Route 218 segment with the approval of an \$11 million grant from the California Transportation Commission. The Transportation Agency must submit a grant allocation request, with the certified environmental impact report and approved Master Agreement by all Agencies by June 24, 2020 or lose the \$11 million in grant funding for Phase I.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does hereby:

1. Consider the Environmental Impact Report prepared for the Fort Ord Regional Trail and Greenway ("FORTAG"); and
2. Authorize the City Manager to execute the Master Agreement on behalf of the City of Seaside subject to final review and approval by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of May, 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the “Agreement”) is entered into by and among the Transportation Agency for the County of Monterey (“TAMC”), the County of Monterey (“County”), the City of Del Rey Oaks (“Del Rey Oaks”), the City of Marina (“Marina”), the City of Monterey (“Monterey”), the City of Seaside (“Seaside”), the Monterey Peninsula Regional Parks District (“MPRPD”), the University of California, Santa Cruz (“UCSC”), and California State University at Monterey Bay (“CSUMB”). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the “Parties.” The Parties other than TAMC may be referred to collectively as the “Underlying Jurisdictions.” The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **FORTAG Project.** FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.
- C. **Environmental Documentation.** In compliance with the California Environmental Quality Act (“CEQA”) TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto. A map designating the evaluated FORTAG alignment is attached hereto as Exhibit B.

- D. **Need for Collective and Coordinated Action.** In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.
- E. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.
- F. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.
- G. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG with the engagement and approval of the Underlying Jurisdictions, as more fully described in this Master Agreement and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I. Parties

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

This Agreement shall be effective as to a Party, and that Party shall receive the benefits and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

- A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction through a Supplemental Agreement pursuant to Section V.A., and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.
- B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.
- C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.
- D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments that have received final design and alignment approval by the Underlying Jurisdiction through a Supplemental Agreement.

Section IV.
Covenants of Underlying Jurisdictions

- A. With respect to the entirety of FORTAG:
 - 1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and

operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities. Such cooperation shall not require any Party to approve or enter into a Supplemental Agreement for any segment within that Party's underlying Jurisdiction.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.

B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:

1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.
2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.
3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and other entitlement documents as necessary and appropriate, subject to final design and alignment approval by the Underlying Jurisdiction, after applicable environmental review by that Underlying Jurisdiction.
4. Undertake appropriate review and approval of plans, specifications and alignment for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction in accordance with any Supplemental Agreement.
5. Dedicate land, easement or access rights, to TAMC or agreed upon third parties as necessary, to permit the construction of FORTAG in accordance with the final design specifications approved by the Underlying Jurisdiction pursuant to an approved Supplemental Agreement.
6. To the extent allowed by law, require the dedication of rights in entitlement documents for properties not owned by the Underlying

Jurisdiction, and, where appropriate, require the construction of segment alignments as a condition of approval for new development applications.

7. Pursuant to a Supplemental Agreement, accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction. The Underlying Jurisdiction may, in its reasonable discretion, cause segments or portions thereof to be owned or retained by other responsible parties, with the consent and approval of TAMC, but only for the purpose of ensuring compliance with the Master Agreement and if necessary any applicable Supplemental Agreement.
8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.
9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V.

Mutual Covenants

- A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement. Each Supplemental Agreement will, among other things, specify in greater detail the final design, specifications and requirements of any given segment (or phase thereof), as well as the manner in which the Parties will comply with these Master Agreement covenants, consistent with the terms and conditions of relevant funding agreements, and/or such other arrangements between the applicable Parties with respect to trail connectivity. Such Supplemental Agreements shall be duly approved by the applicable Parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the "Phase One Canyon Del Rey/SR 218 Segment" Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master

Agreement as Exhibit C. The Parties agree that any such Memorandum of Supplemental Agreement may be attached to this Master Agreement without further action by the Underlying Jurisdictions.

- B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.
1. This Agreement may be terminated at any time by the mutual consent of all the Parties.
 2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent, which shall not be unreasonably withheld, of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.
- C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.
- Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).
- D. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken by an Underlying Jurisdiction with Measure X or other funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant

to Government Code Section 895.4, that the Underlying Jurisdiction shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken by an Underlying Jurisdiction related to the FORTAG Project.

Agreements with FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to this Master Agreement, the Underlying Jurisdiction shall require that agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Except as otherwise provided in this Agreement, each Party to this Agreement agrees to indemnify and hold the other Parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent or wrongful acts or omissions for the indemnifying Party or its officials, officers, employees or agents. In the event of liability imposed upon any of the Parties to this Agreement, for injury that is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100). The Party or Parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other Parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.
- F. Respect for Land Use Authority and Implementation of FORTAG. This Master Agreement is evidence of the Parties' mutual intent to fund, design, construct and operate and maintain an inter-connected trail and bikeway within and between the jurisdictional boundaries of the Underlying Jurisdictions. TAMC and each Underlying Jurisdiction acknowledges the land use authority of each Underlying Jurisdiction and covenants not to construct any segment of FORTAG without the consent and approval of the applicable Underlying Jurisdiction by means of a Supplemental Agreement. Each Underlying Jurisdiction, in turn, acknowledges

the existing and future significant commitment of TAMC in the implementation of FORTAG for the benefit of the Underlying Jurisdiction and covenants to work towards incorporating FORTAG in its land use planning.

Section VI.

Amendments

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party.

Section VII.

Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. No provision in either of those agreements shall preclude an Underlying Jurisdiction from exercising its discretionary authority for final design specifications and alignment, following appropriate environmental review as may be required. The Parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII.

CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has complied with the appropriate provisions of the California Environmental Quality Act as required by law.

Section IX.

Miscellaneous

- A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).

1. **Duty to Meet and Confer.** The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).
 2. **Mediation.** If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.
 3. **Judicial Resolution.** If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.
- B. **Notices.** Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the Party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective Parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.
- C. **Partial Invalidity.** If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement irrespective of the fact that any one or more sections, subsections,

sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.
- E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.
- G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.

Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

Approved as to form:

TAMC Counsel

COUNTY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

County Counsel

CITY OF DEL REY OAKS

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MARINA

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF SEASIDE

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____

Its: _____

Date: _____

Approved as to form:

Legal Counsel

EXHIBIT A
NOTICE / CONTACT INFORMATION

TAMC	Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY	Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS	Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA	Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY	Hans Uslar, City Manager 580 Pacific Street Monterey, CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE	Craig Malin, City Manager 440 Harcourt Ave. Seaside, CA 93955 (831) 899-6701 cmalin@ci.seaside.ca.us w/ Copy to cityattorney@ci.seaside.ca.us
UNIVERSITY OF CALIFORNIA, SANTA CRUZ	Title ADDRESS ADDRESS Phone Email address

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY		Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT		Title ADDRESS ADDRESS Phone Email address

Figure 2-7 Trail Segments¹

