



A G E N D A
CITY OF SEASIDE
CITY COUNCIL
/PARKING AUTHORITY

SPECIAL MEETING
VIRTUAL ONLY
Thursday, October 1, 2020
7:00 PM

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

- Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment). Written comments must be received by 5:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration, compiled as part of the record, and may be read into the record.
- During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 2 minutes to provide your comments, with time set by the discretion of the Mayor. Please note, if you chose to make comments orally, your written comments will not be read but will be included in the final record.

In an effort to ensure the virtual process closely follows our normal process, public comment will be accepted in writing during the meeting, but may not be read into the record during the meeting, but will be included as part of the final administrative record. Please do not plan to use the chat or Q&A features to put a comment on record. These resources are for tech support only

1. CALL TO ORDER

This meeting can be watched via the City of Seaside You Tube channel https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Or by joining the Zoom webinar link
<https://us02web.zoom.us/j/81936832059>

Call in phone number: 669-900-9128
Zoom Meeting Id 819 3683 2059

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 two 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. STREET REPAIR UPDATE

8. CONSENT AGENDA

A. APPROVAL OF MINUTES JUNE 4, 2020, JULY 2, 2020 SEPTEMBER 10, 2020, AND SEPTEMBER 17, 2020 CITY COUNCIL MEETINGS

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of September 5, 2020 through September 18, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending September 10, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,761,401.03.

C. ISSUE A PROCLAMATION RECOGNIZING OCTOBER 4-10, 2020 AS FIRE PREVENTION WEEK IN THE CITY OF SEASIDE

RECOMMENDATION: Issue proclamation.

D. ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR PAVEMENT DESIGN SERVICES TO INCLUDE ADDITIONAL INSPECTION SUPPORT FOR AN AMOUNT NOT TO EXCEED \$42,048.00.

RECOMMENDATION: Execute a contract amendment to the professional services agreement with Harris & Associates (Harris) to include additional inspection services for the Pavement Rehabilitation Project – Phase 3 for an amount not to exceed \$42,048 and authorize the City Manager to execute the amendment.

E. APPROVE RESOLUTION AUTHORIZING A CONTRACT FOR SERVICES WITH EMC PLANNING GROUP FOR PROCESSING THE MAIN GATE PROJECT PLAN AND ENTITLEMENTS TO BE PAID FOR BY THE DEVELOPER

RECOMMENDATION: Approve resolution as presented for a not to exceed contract cost of \$404,500.

F. APPROVE RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE CONTRACTS RETAINING SPECIALIZED LEGAL SERVICES AND CONSULTANTS

RECOMMENDATION: Approve resolution authorizing the City Attorney to execute contracts retaining attorneys and consultants to provide specialized legal services.

9. PUBLIC HEARING

A. ADOPTION OF A PERMANENT SMALL CELL WIRELESS FACILITIES ORDINANCE (SEASIDE MUNICIPAL CODE - CHAPTER 17.55) (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: The proposed ordinance would amend Chapter 17.55 to establish reasonable, uniform, and comprehensive standards and procedures for small cell wireless facilities deployment, construction, installation, collocation, modification, operation, relocation, and removal

within the city's jurisdictional boundaries consistent with and to the extent permitted under federal and California State law. This ordinance will also address costs recovery associated with small cell wireless facility permit applications, including recouping fees for City-hired independent experts and outside consulting fees. The text amendments are exempt from the California Environmental Quality Act (CEQA) guidelines per section 15061(3).

10. BUSINESS ITEMS

A. ADOPT RESOLUTION APPROVE PURCHASE AND SALE AGREEMENT FOR THE HOME DEPOT PARKING LOT AND AUTHORIZING THE EXECUTIVE DIRECTOR , IN CONSULTATION WITH THE CITY ATTORNEY, TO EXECUTE IT

RECOMMENDATION: Adopt resolution approving the purchase and sale agreement for the home Depot Parking lot for the appraised fair market value and authorize the Executive Director to execute the documents for the Parking Authority

11. COUNCIL MEMBER REQUESTS

A. COUNCIL MEMBER CAMPBELL REQUEST COLONEL DURHAM RV PARKING SITE REPORT & DISCUSSION

RECOMMENDATION: Receive report and discuss.

B. COUNCIL MEMBER CAMPBELL REQUESTED A PLAN TO PROVIDE AN EDUCATION OUTREACH PROGRAM REGARDING ILLEGAL FIREWORKS IN THE CITY

RECOMMENDATION: To discuss Council Member request and provide direction to staff.

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:
October 15, 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.

DRAFT MINUTES

CITY OF SEASIDE

CITY COUNCIL

REGULAR MEETING

Council Chamber

Thursday, June 4, 2020

7:00 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

Conducted.

4. REVIEW OF AGENDA

No changes requested.

5. PUBLIC COMMENT

PUBLIC COMMENTS: Lisa Sawhney, David Cassas

6. PUBLIC AGENCY COMMUNICATIONS

Assistant City Manager Milton congratulated all of the graduating Seniors, encouraged the participation in the US Census, and detailed the 2020 fireworks enforcement outreach plan. Recreation Director Meewis reported on the free food distribution event.

7. PRESENTATIONS

A. UPDATE ON RESTAURANT RE-OPENING PLAN

City Manager Malin report on a recent meeting held for Broadway business owners, and the proposed options to assist businesses with reopening, including shutting down Broadway as a pilot program to allow for socially distanced restaurant dining.

8. CONSENT AGENDA

Public Comment on the Consent Agenda: Ava Scoffield

On motion by Council Member Jason Campbell and seconded by Council Member Jon Wizard and passed by the following vote the City Council approved the consent agenda with the exception of Item C.

RESULT: **Approved**

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

NOES: None

A. APPROVAL OF MINUTES FROM MAY 7, MAY 19, MAY 21, MAY 28, 2020 CITY COUNCIL MEETINGS

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved and filed

C. APPROVE TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR RED CURB AND 2ND DRIVEWAY

Mayor Oglesby recused himself for item C1.

Public Comments: None

Council Member Campbell questioned the 100 foot rule on neighboring property, concerned about ADUs increasing the off street parking issue, exacerbating or parking problem, and may create a safety visibility issue.

On motion by Council Member Jason Campbell and seconded by Council Member Jon Wizard and passed by the following vote the City Council approved 1 item as presented and requested to bring back item 2 at a later date.

RESULT: **Approved**

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

NOES: None

RECUSED: Ian Oglesby

D. RESOLUTION APPROVING THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) AGREEMENT FOR THE ALLOCATION OF FUNDING FOR THE PERIOD OF MARCH 2020 THROUGH MARCH 2023 AS APPROVED BY THE TAMC BOARD OF DIRECTORS

Action: Approved

E. ADOPT RESOLUTION ADOPTING 5TH AMENDMENT TO EMERGENCY PROCLAMATION

Action: Approved

9. PUBLIC HEARING

A. SEASIDE MUNICIPAL CODE AMENDMENT SMA-20-02: SECOND READING AND ADOPTION 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 (SECOND READING - ROLL CALL VOTE)

Action: Approved and Adopted Ordinance 1086

City Manager Malin reported that this was the second reading of the ordinance and referenced the presentation and discussion that took place during the first reading.

On motion by Council Member Jon Wizard and seconded by Council Member Jason Campbell and passed by the following vote the City Council approved the consent agenda with the exception of Item C.

RESULT: **Approved**

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

NOES: None

B. ADOPTION OF AN ORDINANCE FOR SEASIDE MUNICIPAL CODE AMENDMENT SMA-20-01: TEXT AMENDMENTS TO CHAPTER 17 OF THE SEASIDE MUNICIPAL CODE CONSISTING 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 AND MODIFYING LOCATION AND OPERATIONAL STANDARDS FOR SERVICE STATIONS UNDER SECTION 17.52.250 . (SECOND READING, ROLL CALL VOTE)

Action: Approved and Adopted Ordinance 1087

City Manager Malin reported that this was the second reading of the ordinance and referenced the presentation and discussion that took place during the first reading.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the consent agenda with the exception of Item C.

RESULT: **Approved**

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

NOES: None

10. BUSINESS ITEMS

A. RECEIVE UPDATE ON THE PROGRESS CARRYING OUT THE FORT ORD REUSE AUTHORITY AND CITY OF SEASIDE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) AND LOCAL REDEVELOPMENT AUTHORITY (LRA)/ECONOMIC DEVELOPMENT CONVEYANCE (EDC) SUCCESSOR IMPLEMENTING AGREEMENT

City Attorney Damon and Assistant City Manager Milton provided a report on the status of negotiations agreements for the city to assume the Environmental Services Cooperative Agreement obligations as well as the Local Reuse Authority Obligations as the Fort Ord Reuse Authority sunsets. They detailed the outstanding agreements that still need to be put into place, the funding to support the operations, the land transfer status, potential obligations and risks, and the benefit that the programs can offer to the City of Seaside. Ms. Damon and Ms. Milton answered questions from the Council.

Public Comment: None

11. COUNCIL MEMBER REQUESTS

Council Member Campbell requested the Council to consider starting meetings earlier if we do not have a 5:30 PM meeting. Council Member Wizard requested to agendize a discussion regarding "Eight Can't Wait". Mayor Oglesby requested that the Council impanel a community police and advisory commission. He also requested a presentation on "epic training" which stands for "ethical policing is courageous". Council Member Pacheco requested to bring back for discussion the closing of Broadway Avenue.

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

13. ADJOURNMENT

On motion the meeting was adjourned at 9:53 PM.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor

DRAFT MINUTES

CITY OF SEASIDE

CITY COUNCIL

REGULAR MEETING

Council Chamber

Thursday, July 2, 2020

7:00 PM

1. VIRTUAL MEETING INFORMATION

2. 6:00 SPECIAL MEETING CALL TO ORDER

Mayor Oglesby called the meeting to order at 6:00 PM.

3. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Oglesby, Pacheco, Wizard

ABSENT: Kispersky

4. PLEDGE OF ALLEGIANCE

Conducted.

5. PUBLIC COMMENT

None.

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. CLOSED SESSION

The City Council adjourned to closed session. City Attorney Damon and Mayor Oglesby recused themselves from the closed session item and did not participate in the discussion.

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

8. ADJOURN 6:00 PM MEETING

The City Council reconvened the open session meeting and there were no announcements for the public. Having no further business, the meeting was adjourned at 6:40 PM.

9. 7:00 REGULAR MEETING CALL TO ORDER

Mayor Oglesby called the 7:00 pm meeting to order.

10. ROLL CALL - ESTABLISHMENT OF A QUORUM

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

11. PLEDGE OF ALLEGIANCE

Conducted.

12. REVIEW OF AGENDA

No changes.

13. PUBLIC COMMENT

PUBLIC COMMENTS: Anton Van Hunter, Bella Maddox

14. PRESENTATIONS

A. NOVEMBER 3, 2020 ELECTION CANDIDATE NOMINATION FILING PERIOD

Assistant City Manager Milton presented the requirements to run for elected office in the City of Seaside for the November 2020 Election.

15. CONSENT AGENDA

On motion by Council Member Jason Campbell and seconded by Council Member Jon Wizard and passed by the following vote the Council approved the consent agenda with the exception of item C and F.

RESULT: **Approved**
AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard
NOES: None
ABSENT: Kispersky

A. APPROVE MINUTES FROM JUNE 18, 2020 MEETINGS

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Accepted and Filed

C. APPROVE TRAFFIC ADVISORY COMMITTEE RECOMMENDATION FOR 2ND DRIVEWAY

Council Member Campbell expressed concern about approving this as it sets a precedent that violates other instances of setbacks therefore he does not support the addition of a second driveway.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council denied the recommendation and rejected the proposal for an additional driveway on the property.

RESULT: **Rejected**

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

NOES: None

ABSENT: Kispersky

D. ADOPT A RESOLUTION TO ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE FIRE FIGHTERS' ASSOCIATION

Action: Approved and Adopted Resolution 20-55

E. ADOPT A RESOLUTION APPROVING AN EXECUTIVE EMPLOYMENT AGREEMENT WITH THE FIRE CHIEF

Action: Approved and adopted Resolution 20-56

F. ADOPT REVISED CITY COUNCIL, BOARD, COMMISSION, AND COMMITTEE HANDBOOK

Action: Approved

G. ADOPT RESOLUTION AUTHORIZING THE ACQUISITION OF 956 HILBY AVENUE FOR A TOTAL COST OF \$460,000 AND CLOSING EXPENSES TO BE USED FOR AFFORDABLE HOUSING

Approved and adopted Resolution 20-57

H. PROCLAMATION DESIGNATING JULY 2020 AS PARKS AND RECREATION MONTH

Action: Proclaimed

16. PUBLIC HEARING

A. PUBLIC HEARING FOR APPROVAL OF THE 2020-2025 FIVE YEAR CONSOLIDATED PLAN AND 2020-2021 ANNUAL ACTION PLAN AND ASSOCIATED DOCUMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Administrative Analyst Mikesell introduced the five year consolidated plan and annual action plan for the CDBG program. She outlined the public outreach and community input process, which utilized a combination of the CDAC and the Homeless Committee to generate the recommendations. Ms. Mikesell also detailed the newly available COVID-19 funding program.

Public Comment: Anton Hunter

City Manager Malin detailed the current homeless services that are happening in the City of Seaside. The City Council expressed appreciation for Ms. Mikesell for all her efforts on the CDBG program.

On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council approved the Five year consolidated action plan and annual action plan, including the CDBG-CV allocation as presented and adopted Resolution 20-58.

RESULT:	Approved
AYES:	Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard
NOES:	None
ABSENT:	Kispersky

B. INTRODUCTION OF AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 17 OF THE SEASIDE MUNICIPAL TO ADD VEHICLE SERVICES MINOR AS A USE PERMIT IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT (FIRST READING-ROLL CALL VOTE) AND USE PERMIT APPLICATION UP-20-03 FOR THE CONSTRUCTION OF A NEW RETAIL TIRE STORE AND AN AMERICAN LEGION SERVICE CLUB.

Community Development Director Stearns presented the item which requested approval of a minor use permit for the construction of a new retail building and new American Legion Service Club on the same property. In order to allow this to move forward, she explained a modification to the Zoning Code adding Vehicles Services Minor as a use permit category in the Regional Commercial Zoning District was required. Ms. Stearns spoke to the site details and proposed change in usage, proposed plan and previous approvals made by the Board of Architectural Review and the Planning Commission.

PUBLIC COMMENTS: None.

The Council members discussed the change of the property use, commented on the landscaping plans for the property.

On motion by Council Member Jason Campbell and seconded by Council Member Jon Wizard and passed by the following vote the City Council passed resolution 20-59 and passed to print the draft ordinance as presented.

RESULT: **Approved**
AYES: Campbell, Oglesby, Pacheco, Wizard
NOES: None
ABSENT: Kispersky

C. CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE PROPOSED 2020-21 FEE SCHEDULE

Finance Director Drabner indicated this is the fee schedule that is adopted annually and is proposed congruent with the adopted Fiscal year 2020-21 budget.

There were no public comments.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council adopted resolution 20-60 adopting the 20-20-20-21 Fee Schedule.

RESULT: **Approved**
AYES: Campbell, Oglesby, Pacheco, Wizard
NOES: None
ABSENT: Kispersky

D. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 13.10.020 "WATER RATES AND CHARGES" FOR ADDITION OF CAPACITY FEE TO BE ADDED TO THE ADOPTED FEE SCHEDULE (FIRST READING - ROLL CALL VOTE)

Acting City Engineer Scott Ottmar made the presentation explaining the purpose of the modification of the municipal code establishing a fee for connecting to the sanitary sewer system at specific capacities.

Public Comment: Lisa Sawhney

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council passed to print the draft ordinance as presented.

RESULT: **Approved**
AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard
NOES: None
ABSENT: Kispersky

E. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 10.32 ESTABLISHING FOUR HOUR TIME LIMIT AT CITY PARK PARKING LOTS AND ALLOWING OVERNIGHT PARKING ONE NIGHT A WEEK AT THE LAGUNA GRANDE LAKESIDE PARKING LOT. (FIRST READING - ROLL CALL VOTE)

Recreation Coordinator Ashley Collick outlined the details of the proposed regulation to limit parking at City parking lots and to allow for overnight parking, one night per week. The intent was to partially assist with members of the community who are experiencing homelessness and are sleeping in their cars.

Public Comment: Anton Hunter, LisAnne Sawhney, Wes White, Pastor Lusk

Council Member Campbell, requested to delay this item until there was a plan for displacing people the other six days of the week.

On motion by Council Member Pacheco, seconded by Council Member Wizard and passed by the following vote the City Council approved the first reading ordinance as presented with the amendment to add the regulating hours from 8 pm to 6 am.

RESULT: **Approved**
AYES: Ian Oglesby, Dave Pacheco, Jon Wizard
NOES: Jason Campbell
ABSENT: Kispersky

F. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 15.34 DIGGING AND EXCAVATION ON THE FORMER FORT ORD, PROHIBITING THE USE OF METAL DETECTION ON FORT ORD LANDS THAT PREVIOUSLY HAD MUNITIONS AND EXPLOSIVES OF CONCERN (FIRST READ-ROLL CALL VOTE)

Assistant City Manager Milton reported the purpose of the item was to establish a regulation to prohibit metal detecting on lands previously known to have munitions for a public safety purposes.

Public Comment: none

On motion by Council Member Pacheco, seconded by Council Member Wizard and passed by the following vote the City Council approved the first reading ordinance as presented.

RESULT: **Approved**
AYES: Ian Oglesby, Dave Pacheco, Jon Wizard, Jason Campbell
NOES: N
ABSENT: Kispersky

G. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 2.14 BOARDS AND COMMISSIONS (FIRST READING - ROLL CALL VOTE)

Assistant City Manager Milton reported on the purpose of the item to Re-balancing the Board and Commission responsibilities among the remaining staff and adapt to COVID-19 protocols to include Board and Commissions will meet quarterly, the Planning Commission purview to reassign and absorb all responsibilities of the Board of Architectural Review (BAR), oversight of Mural approvals would be assigned to the Art and History Commission, and elimination of the non-active commissions codified into code.

Public Comment: none

On motion by Council Member Pacheco, seconded by Council Member Campbell and passed by the following vote the City Council approved the first reading ordinance as presented with the amendment to maintain the Youth Commission on record.

RESULT: **Approved**
AYES: Ian Oglesby, Dave Pacheco, Jon Wizard, Jason Campbell
NOES: None
ABSENT: Kispersky

H. ADOPT URGENCY ORDINANCE EXTENDING ORDINANCE #1083 CONTINUING A MORATORIUM ON EVICTIONS DUE TO NON PAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS FROM THE NOVEL CORONA VIRUS (COVID-19) AND ORDINANCE #1088 WITH RESPECT TO FAILURE TO PAY HOMEOWNER'S ASSOCIATION FEES RESULTING FROM COVID-19

City Attorney Damon presented the item explaining the need to extend the previous urgency ordinances 1083 & 1088 continuing a moratorium on evictions due to non payment of rent.

Public Comment: Eloise Shim

ON motion by Council Member Campbell, seconded by Mayor Oglesby and passed by the following vote the City Council approved the emergency ordinance as presented.

RESULT: **Approved**
AYES: Ian Oglesby, Dave Pacheco, Jon Wizard Jason Campbell
NOES: None
ABSENT: Kispersky

17. BUSINESS ITEMS

A. SUPPORT ASCENT DEVELOPMENT MONTEREY PENINSULA WATER MANAGEMENT DISTRICT PERMIT APPLICATION

Community Development Director Overmeyer presented the item requested approval of a letter of support adding additional water acre feet to complete the MPWMD Permit application and approved .83523 acre feet to support the Ascent Development.

ON motion by Council Member Pacheco, seconded by Council Member Wizard and passed by the following vote the City Council approved the first reading ordinance as presented with the amendment to maintain the Youth Commission on record.

RESULT: **Approved**
AYES: Ian Oglesby, Dave Pacheco, Jon Wizard, Jason Campbell
NOES: None
ABSENT: Kispersky

B. COUNCIL MEMBER REQUEST TO DISCUSS THE SEASIDE POLICE DEPARTMENT USE OF FORCE POLICIES AND "8 CAN'T WAIT" INITIATIVE

Chief Pridgen and Council Member Wizard detailed the 8 Can't Wait initiative and Chief Pridgen spoke to the department use of force policies as it relates to the program. Council Member Wizard requested the Chief return at a later date with a report on how he has strengthened policies to ensure that when he leaves his impact stays within the culture of the organization.

C. MAYOR'S REQUEST TO DISCUSS ESTABLISHMENT OF A COMMUNITY POLICING ADVISORY COMMISSION

The City Council discussed Mayor Oglesby's request to establish the commission. They discussed the establishment process, the purview of the commission, the representation of the appointed members, how to ensure diversity and who is responsible for the appointments.

Direction was provided to staff to bring back an ordinance establishing the commission.

18. COUNCIL MEMBER REQUESTS

Council Member Pacheco requested to agendaize a council vote to continue or discontinue the sale of safe and sane fireworks. Council Member Wizard requested the Council adopt a resolution in support of Prop 15. Mayor Oglesby requested the City Manager to give a briefing on the issues or concerns regarding illegal activity in the West Broadway Urban Village area.

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

20. ADJOURNMENT

Having no further business, the meeting was adjourned at 12:12 am.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



FINAL MINUTES
CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
VIRTUAL ONLY
Wednesday, September 9, 2020
5:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 5:00 PM.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

None.

5. CLOSED SESSION

The City Council adjourned to closed session at 5:03. There were no comments from the public.

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

1. Parker Flats Medical Barracks known as the Nurses Barracks buildings located on the Former Fort Ord near the Department of Defense Building Located at Gigling Road and Parker Flats Cutoff Road. Negotiator for Developer: Al Glover.
2. The Property Commonly Referred to As Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway Negotiator for Developer: Paul Petrovitch
3. Laguna Grande Shopping Center Parking Lot on Canyon Del Rey Blvd Owned By The Parking Authority Negotiator for the Developer: Bryan Chandler

Negotiator For The City: Craig Malin. Under Discussion: Price,
Terms Of Payment Or Both.

6. ADJOURNMENT

The Council reconvened to open session and there were no announcements for the public. Having no further business, the meeting was adjourned at 7:23 pm.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



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

JOINT SPECIAL MEETING
Virtual Only Meeting
Thursday, September 17, 2020
5:30 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 5:30 PM.

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

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

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

None.

5. CONSENT AGENDA

A. APPROVE MINUTES FROM SEPTEMBER 3, 2020

Action: Approved

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved

6. STUDY SESSION

A. STUDY SESSION ON PROJECT LABOR AGREEMENT IMPACTS

City Manager Malin presented the draft agreement and discussed the principals of the Project Labor Agreement. The Council discussed the purpose and benefits of this type of agreement as well as some impacts. There was no action taken on the item.

Public Comments: Paul Bruno, Frank Geisler, Nichole Goehring, Eric Christen, Kevin Dayton, Richard Markuson, Mike Bruno

7. CLOSED SESSION

The City Council adjourned to closed session.

**A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9
(C) - POTENTIAL LITIGATION: CONFERENCE WITH LEGAL COUNSEL
REGARDING THE POTENTIAL INITIATION OF LITIGATION (ONE
POTENTIAL CASES).**

**B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9**

Committee for Sound Water and Land Development of Fort Ord vs. city
of Seaside and KB Bakewell Seaside Ventures
Monterey County Case No.:20CV002326

8. ADJOURNMENT

The City council reconvened the meeting and there were no announcements for the public. Having no further business, the meeting was adjourned at 6:29 PM.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Victor Damiani, Finance Director
Jessica Riley, Accounting Assistant

DATE: October 1, 2020

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of September 5, 2020 through September 18, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending September 10, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,761,401.03.

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:

- \$696,023.30 for Payroll and benefits
- \$10,581.96 to Burton's Fire for Repair work to 2003 E-one ladder fire truck. Repairs include: stuck pump shift, gear box rebuild, & rear brake light circuit breaker replacement.
- \$33,489.47 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 8/21/2020 - 8/27/2020. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$46,123.24 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 8/8/2020-8/17/2020 & 6/10/20-7/23/2020.
- \$37,265.91 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 8/8/2020 & 5/9/20-6/24/20.
- \$39,000.00 to Harris & Associates for SCSD prof. svcs. Project management for the period 6/28/20-7/25/2020.
- \$14,805.75 to Don Chapin Company, Inc. for Bike-Safe Grate prof. construction services thru 7/20/2020.
- \$24,886.90 to Monterey County Auditor for Seaside's portion of LAFCO administrative charges, base on LAFCO's budget for fiscal year ended 6/30/2021.
- \$205,497.88 to U.S. Bank - St. Paul for Debt service for Measure X Bond, interest.
- \$93,932.31 to U.S. Bank - St. Paul for Debt service for Cutino Park Bond, interest.
- \$16,250.00 to BBG, Inc. for Appraisal fee for Parker Flats (\$6,500) and Main Gate (\$9,750) properties.
- \$14,817.45 to The Sohagi Law Group for Prof. svcs rendered from 7/1/2020-7/31/2020 for Committee for Sound Water and Land Development of Fort Ord v. City of Seaside/ KB Bakewell Seaside Venture.
- \$119,083.78 to Santa Cruz Westside Electric for Drawdown on contract for City Hall Solar Project for work thru 7/24/2020.
- \$10,260.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 9/1/20-9/5/20.
- \$27,222.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative for the weeks of 8/24/20-8/30/20 & 8/31/20-9/6/20.
- \$21,938.00 to Granicus, LLC for Invoice #130138 for annual short-term rental software that includes: 24/7 hotline, address identification, compliance monitoring, mobile permitting & registration, tax collection, & rental activity monitoring.

The remaining checks, totaling \$360,805.04 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

City of Seaside PROCLAMATION



Fire Prevention

Week

October 4 – 10, 2020

WHEREAS, the City of Seaside, California is committed to ensuring the safety and security of all those living in and visiting Seaside; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,630 people in the United States in 2017, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 357,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Seaside's residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

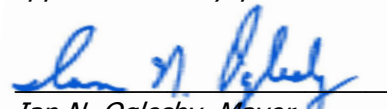
WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Seaside's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Seaside's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2020 Fire Prevention Week theme, "serve Up Fire Safety in the Kitchen!!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim October 4 - 10, 2020, as "**Fire Prevention Week**" throughout this city, and I urge all the people of Seaside to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2020, and to support the many public safety activities and efforts of Seaside's fire and emergency services.


Ian N. Oglesby, Mayor
October 1, 2020



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Misty Bradshaw, Associate Engineer

DATE: October 1, 2020

SUBJECT: ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR PAVEMENT DESIGN SERVICES TO INCLUDE ADDITIONAL INSPECTION SUPPORT FOR AN AMOUNT NOT TO EXCEED \$42,048.00.

PURPOSE & RECOMMENDATION

Execute a contract amendment to the professional services agreement with Harris & Associates (Harris) to include additional inspection services for the Pavement Rehabilitation Project – Phase 3 for an amount not to exceed \$42,048 and authorize the City Manager to execute the amendment.

BACKGROUND

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, the construction management scope of work was awarded for each phase as Amendment #2 and #3 of this professional services agreement.

City Staff is performing the majority of Construction Management tasks, including project management, resident engineer, inspection services during the current construction of the Phase 3 improvements. Harris is supporting the City Staff by providing one full time inspector for Phase 3. It has become evident to City Staff that

due to the size and complexity of the project and the skills required to perform specific inspections, an additional inspector is required to ensure the quality of the work being performed.

Harris submitted a proposal, dated September 24, 2020 for the additional inspector for the Roadway Rehabilitation Phase 3 Project as an amendment to the original Pavement Design Services agreement. 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 #4 and authorize the city manager to execute the amendment.

City Staff made efforts to constrain the Pavement Rehabilitation Project overall project cost even with the proposed additional inspection hours. The Project reduced the limits of microsurfacing treatment within Fremont Avenue at both the southern and northern City limits, reducing the total construction cost by approximately \$142,000. These savings offset the increase of this Amendment allowing the City to complete Phase 3 within the original project budget. City staff will reassess available funds after project closeout and evaluate the possibility to complete the Fremont limits in a future Phase 4 should funds be available.

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 #4 to the PSA with Harris & Associates Additional Inspection Services will be funded from the Measure X Bond, Measure X and SB1 on-going revenues.

ATTACHMENTS

1. Draft Resolution
 2. Professional Services Agreement
-

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

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 NOT TO EXCEED \$42,048.00.

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, additional inspection services are necessary in order to ensure the quality of work of the Phase 3 improvements; and

WHEREAS, Harris & Associates submitted a proposal dated September 24, 2020 to provide additional inspection services during construction of the Phase 3 Project; and

WHEREAS, staff determined that Harris & Associates is qualified to perform the 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. 4, attached hereto, to the professional services agreement with Harris & Associates for an amount not to exceed forty-two thousand forty-eight Dollars (\$42,048.00) for additional inspection

services for the Pavement Rehabilitation Project Phase 3.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of October 2020 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

CONTRACT AMENDMENT #4
PROFESSIONAL SERVICES
City of Seaside

Date: September 24, 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, A3, and A4, 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, A3 and A4.

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, A3, and A4 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$1,058,180	\$714,825.00	\$42,048	\$1,815,053.00
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 #4
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	9-24-20
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	
Signature	Name and Title	Date



September 24, 2020

Misty Bradshaw, PE
Associate Engineer
City of Seaside

Amendment #4 – Field Engineering Services for the Seaside Roadway Rehabilitation Package 2

Dear Mrs. Bradshaw:

We appreciate the opportunity to continue to provide Construction Support Services for the City of Seaside Roadway Rehabilitation Package 2. Harris & Associates (Harris) is currently providing Inspection and Engineering Services During Construction for the this project and has been asked to provide additional support. The following Amendment #2 includes additional scope and fee for a Field Engineer to support our Construction Inspector.

SCOPE OF SERVICES

Task Description	Our Approach	Deliverables
4.0 Field Engineer		
4.1 Field Engineer Support	Assist Construction Inspector with pay approvals, quantity calculations, daily reporting and design plan clarifications. Attend meetings as needed.	N/A

PROPOSED FEES

Our level of effort is based on providing these services from September 23rd through December 31st. The proposed services will be provided on an “hourly not-to-exceed” basis as shown in the attached Exhibit A.

We appreciate your trust in Harris to help deliver this project for 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 – Harris Fee Estimate

EXHIBIT A**CITY OF SEASIDE ROADWAY REHABILITATION PACKAGE 2****Amendment #4 Cost of Services Worksheet**

Project Schedule		2020				2021	
		Sep	Oct	Nov	Dec	Jan	Feb
	Calendar days	30	31	30	31	31	28
	Work days	21	22	19	22	19	19
	Hrs	168	176	152	176	152	152
Bid/Award Phase							
Preconstruction							
Construction Phase							
Closeout							

Staffing	
Field Engineer	
Rate	\$120
Hours	350
Costs	\$42,048

Task	Hours						Total Fee	
	Sep	Oct	Nov	Dec	Jan	Feb		
Construction								
Field Engineer	48	106	91	106			\$42,048.00	
Construction Subtotal							\$42,048.00	
	TOTALS =	48	106	91	106	0	0	\$42,048.00

Other Direct Costs	
ODC's (vehicles)	\$0.00
Total ODC's	\$0.00
Total Estimated Fee	\$42,048.00

Note 1: This estimate is based on 24hrs per week for Field Engineer for the time period shown.

Note 2: Should actual schedule require more or less construction management services than proposed, adjustments to this estimate will be required.

Note 3: Overtime, weather, holidays and potential time extensions or delays will result in additional construction management efforts.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

BY: Craig Malin, City Manager

DATE: October 1, 2020

SUBJECT: APPROVE RESOLUTION AUTHORIZING A CONTRACT FOR SERVICES WITH EMC PLANNING GROUP FOR PROCESSING THE MAIN GATE PROJECT PLAN AND ENTITLEMENTS TO BE PAID FOR BY THE DEVELOPER

PURPOSE & RECOMMENDATION

Approve resolution as presented for a not to exceed contract cost of \$404,500.

BACKGROUND

At the September 17 City Council Meeting, the City Council approved a resolution authorizing the execution of a Purchase and Sale Agreement (PSA) for the Main Gate parcel, pursuant to the Developer signing the PSA on or prior to September 30. To facilitate the prompt, professional and orderly processing of entitlements for the Main Gate parcel subsequent to the mutual approval of the PSA by the Developer and City, staff has secured a proposal from the EMC Planning Group. The proposal (attached) includes services related to a potential Minor Modification of a portion of the parcel, along with planning staff support, revisions to the Main Gate Specific Plan and preparation of a supplemental EIR process. The anticipated cost of the services is proposed to not exceed \$404,500, and will be paid for by the Developer.

FISCAL IMPACT

To be paid for by the Main Gate Developer.

ATTACHMENTS

1. Complete Proposal Package
-

Reviewed for Submission to the
City Council by:



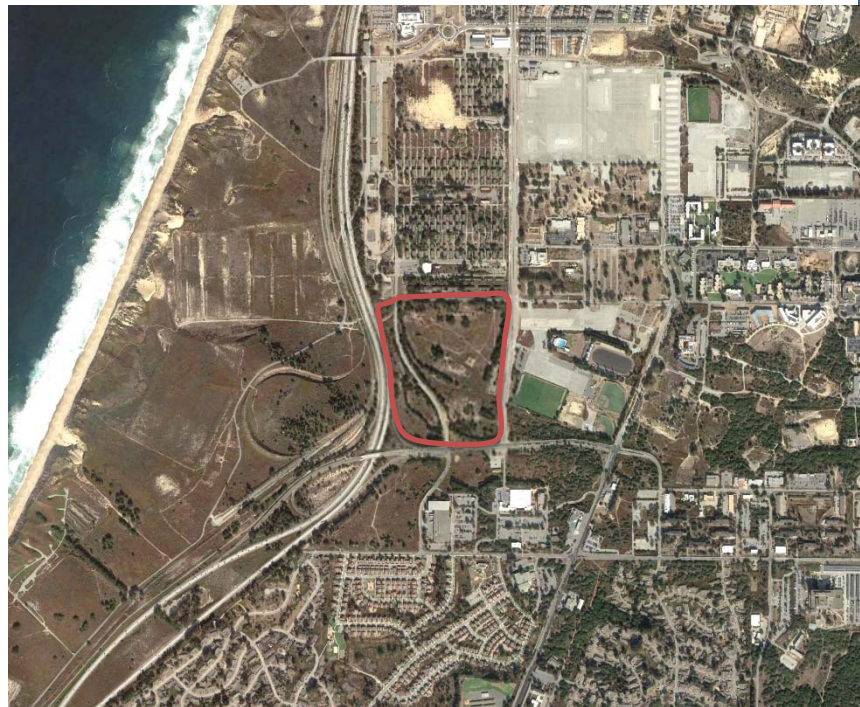
Craig Malin, City Manager

Scope of Services

Planning Services-Main Gate Specific Plan

City of Seaside

September 3, 2020



Prepared by
EMC Planning Group

PROPOSAL

PLANNING STAFF SUPPORT FOR
MINOR MODIFICATIONS TO ADOPTED
SPECIFIC PLAN
REVISIONS TO THE ADOPTED SPECIFIC PLAN
AND
CEQA COMPLIANCE SERVICES
MAIN GATE SPECIFIC PLAN

PREPARED FOR

City of Seaside

Craig Malin, City Manager

440 Harcourt Avenue

Seaside, CA 93955

Tel 831.899.6700

PREPARED BY

EMC Planning Group Inc.

301 Lighthouse Avenue, Suite C

Monterey, CA 93940

Tel 831.649.1799

Fax 831.649.8399

September 3, 2020

This document was produced on recycled paper.



Client Initials	Consultant Initials
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AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project No.: _____

Agreement entered into at Monterey County on this date of September 3, 2020, by and between:

Consultant: <u>EMC Planning Group Inc.</u> Contact Name: <u>Michael J Groves</u> Title: <u>Senior Principal.</u> Address: <u>301 Lighthouse Avenue</u> <u>Suite C</u> <u>Monterey, CA 93940</u> Phone: <u>831-649-1799</u> FAX: <u>831-649-8399</u> Email: <u>Groves@emcplanning.com</u>	Client: <u>City of Seaside</u> Contact Name: <u>Craig Malin</u> Title: <u>City Manager</u> Address: <u>440 Harcourt Avenue</u> <u>Seaside, CA 93955-4708</u> Phone: <u>8318996701</u> FAX: _____ Email: <u>cmalin@ci.seaside.ca.us</u>
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Client and Consultant agree as follows:

- A. Project. Client retains Consultant to perform services for: Main Gate Project hereinafter called "Project."
- B. Consulting Services. Consultant agrees to perform the scope of services as outlined within Exhibit "A" Scope of Consultant Services attached hereto and incorporated herein by reference.
- C. Agreement Term. The work term of this Agreement shall commence at the earliest of the following dates:

1. Letter of Authorization is received; and/or
2. Retainer is received; and/or
3. Agreement is signed by Client and received by EMC Planning Group Inc.; and

Shall continue until the earliest to occur of the following:

1. A date specified in Exhibit A; or,
2. The date on which Consultant completes the services, to the satisfaction of Client, described in Exhibit "A".

Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall have the right to terminate this Agreement by giving written notice and specifying the date of termination. The foregoing notwithstanding, neither party waves the right to recover damages against the other for breach of the Agreement.

- D. Agreement Sum. Client agrees to compensate Consultant as follows:

1. ☐ Time and Materials (see attached Fee Schedule – Exhibit B) with no specified limit to the Agreement.
 - a. ☐ With or ☐ without a retainer.
 - b. Retainer amount shall be _____ dollars (\$_____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.

Client Initials	Consultant Initials
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2. ☒ Time and Materials (see attached [Fee Schedule and Budget] – [Exhibits B and C]) not to exceed Four hundred four thousand five hundred sixty dollars (\$404,560), without further authorization from Client.

This budget is preliminary, and does not include any technical reports or subconsultants that may need to be retained to complete the application processing.

- a. ☐ With or ☒ without a retainer.
- b. Retainer amount shall be _____ dollars (\$_____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.
3. ☐ Fixed Agreement Sum in the amount of _____ dollars (\$_____), as defined by the work Scope of Consultant Services in Exhibit A and the [Cost Spreadsheet in Exhibit B or Exhibit C] of this Agreement. The Fixed Agreement Sum can be modified by attaching a written amendment to this Agreement, signed by the Client.
- a. ☐ With or ☐ without a retainer.
- b. Retainer amount shall be _____ dollars (\$_____), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.

If a retainer is specified in 1, 2, or 3 above, the retainer shall be:

1. ☐ Held by EMC Planning Group Inc. for the term of the contract and used to pay all or a portion of the final invoice, or refunded once the final invoice has been paid by Client; or
2. ☐ Immediately applied toward invoice charges until fully used, at which time either an additional retainer will be requested or monthly invoices will continue under the terms of this Agreement without a retainer.

E. General Terms of Agreement. This Agreement is subject to:

1. General Terms of Agreement for Consulting Services contained in paragraphs 1 through 40, and the contents of the exhibits attached hereto and made a part hereof (see list below).
2. Exhibits: A – Scope of Consultant Services
B – EMC Planning Group Inc. Fee Schedule
C – Cost Spreadsheet

Client Initials	Consultant Initials
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PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. Cooperation. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the Project team.
2. Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant.
3. Assignment. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. Entire Agreement. This Agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services for the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
5. Waiver. Consultant's or Client's waiver of any terms, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
6. Severability. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Entitlements Are Not Guaranteed. If the Scope of Consultant Services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Necessary Information and Funds. Upon Consultant's request, Client shall execute and deliver, or cause to be delivered, such additional information, documents and/or money to pay governmental fees and charges that are necessary for Consultant to perform services pursuant to the terms of this Agreement.
10. Property of Consultant. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media ("Project Documents"), prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all its obligations under this Agreement.
11. Use of Plans That Are Not Final. Client agrees not to use, nor permit any other person to use, plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant that are in draft format and not finalized by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the Project described herein as a part of this Agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant.

Client Initials	Consultant Initials
-----------------	---------------------

12. Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the Project that is the subject of this Agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's reuse of electronic files.

13. Soils or Geologic Conditions. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and shall not be responsible for any liability that may arise out of the making or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. Early Termination. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the Agreement limits specified herein, if any. Client acknowledges if the Project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services pursuant to paragraph 23. Client acknowledges if the Project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 23.

15. Petition for Bankruptcy. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this Agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this Agreement.

16. Right to File Lien. This Agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the Project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the Project and who are entitled to receive a preliminary notice.

17. Lender Indemnity. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

Client Initials	Consultant Initials
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18. Monthly Billing. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire Agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
19. Correct and Binding Billings. Client agrees that all billings from Consultant are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. Late Charges. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of billing.
21. Changes in Government Agency Requirements. If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date that Consultant has performed its services and/or created or produced Project Documents, any additional office or field services thereby required by Consultant as a result of the change in ordinances, codes, policies, procedures or requirements shall be billed to Client as additional services in accordance with paragraphs 22 and 23.
22. Fee Schedule Changes. In the event Consultant's fee schedule changes due to any increase of costs, such as the cost of living, granting of wage increases and/or other employee benefits, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased cost.
23. Additional Services. Client agrees that if Client requests services not specified in the Scope of Consultant Services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as subsequently modified by paragraph 22 above.
24. Additional Costs. Client shall pay the costs of all governmental application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, consultant technical reports, checking and inspection fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this Agreement.
25. Delay Beyond Consultant's Control. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control including but not limited to, delays by reason of accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as additional services in accordance with paragraph 23.
26. Mutual Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

Client Initials	Consultant Initials
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27. Action or Inaction of Governmental Agencies. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
28. Estimates of Quantities. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate.
29. Land Area Estimates. Estimates of land areas provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
30. Work By a Third Party. Client acknowledges that Consultant is not responsible for the performance of work by third parties.
31. Accepted Standards of Practice. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
32. Changes to Design Document. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client does not follow recommendations prepared by Consultant pursuant to this Agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
33. Hazardous Materials. Client acknowledges that Consultant's services for this Project does not include any services related in any way, unless otherwise specified in the attached Scope of Consultant Services, to asbestos and/or hazardous or toxic materials.

Client hereby further agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that maybe brought by third parties as a result of the services provided by Consultant pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

34. Insurance. Consultant shall maintain in effect insurance coverage in the amounts not less than set forth below.
- (a) Worker's Compensation and Employer's Liability: as required by the laws of the State of California.
 - (b) General Liability: commercial general liability insurance for personal and bodily injury, including death and property damage, on an occurrence basis, in the amount of \$1,000,000 combined single limit each occurrence and in aggregate.
 - (c) Automobile Liability: automobile liability for personal and bodily injury, including death and property damage, in the amount of \$1,000,000 for each accident.

Client Initials	Consultant Initials
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- (d) **Professional Liability:** professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by Consultant in the amount of \$1,000,000 per claim and annual aggregate, with a deductible no greater than \$25,000.
- (e) **Certificates:** Consultant shall provide certificates of insurance evidencing coverage upon request by Client. If provided to Client, each certificate shall provide that the coverage afforded shall not be canceled by the Consultant, except with at least thirty (30) days' prior written notice to the Client. Should this occur, Consultant shall procure and furnish to Client prior to such effective date new certificates conforming to the above coverage requirements.
35. **Hold Harmless.** Consultant agrees to indemnify and hold harmless Client, its officers, directors and employees from and against all claims, losses, demands, damages or costs, including attorneys' fees, arising from the negligent acts, errors or omissions of Consultant, its officers, directors and employees, arising out of the performance of the Scope of Consultant Services attached to this Agreement.
36. **Litigation.** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
37. **Adjudication in Local Court.** Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
38. **Dispute/Mediation Clause.** In an effort to resolve any conflicts between Client and Consultant arising out of, or relating to, the performance of this Agreement, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise. The dispute resolution provision shall not preclude either party from filing a legal action in small claims court if the amount in dispute is within the jurisdiction of the small claims court, nor does it preclude or limit the right to perfect or enforce applicable mechanic's lien or stop remedies.
39. **Limited Liability.** Client agrees to limit the liability of Consultant and subconsultants to Client and to all contractors and subcontractors on the Project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater.
40. **Modification.** No alteration, modification or termination of this Agreement shall be valid unless made in writing.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above.

Consultant: EMC Planning Group Inc.

Signature: _____

Printed Name: Michael J. Groves

Title: President

Date Signed: _____

Email Address: Groves@emcplanning.com

Project Number: _____

Client: City of Seaside

Signature: _____

Printed Name: Craig Malin

Title: City Manager

Date Signed: _____

Email Address: cmalin@ci.seaside.ca.us

Exhibit A

Scope of Consultant Services

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1.0

Scope of Services

EMC Planning Group (hereinafter “Project Manager”) proposes the following scope of work for managing and preparation of a Minor Modification to the City’s Adopted Specific Plan for the Main Gate Property; a revised and updated specific plan (as necessary); and preparation of a supplemental environmental impact report (SEIR) for the applicant/developers proposed Main Gate Project located in the City of Seaside. The project manager would act as an extension of City staff in preparation and managing the various components of this project.

1.1 FIRM QUALIFICATIONS

EMC Planning Group is a full-service interdisciplinary land use planning, environmental planning, and design firm located in Monterey, California. Since its inception in 1978, EMC Planning Group has been guided by exceptional commitment to clients and to client satisfaction. Our firm has earned a reputation for being responsive, attuned to client needs, skilled in developing and implementing strategies to meet client goals, and producing quality products. EMC Planning Group is a State of California certified small business, and a locally-certified green business.

Over the course of 42 years in business, EMC Planning Group has gained rich experience in a broad range of planning and development disciplines. Our firm translates that experience into concrete, focused results. EMC Planning Group’s success and longevity are due in large part to the diversity, talents, and creativity of its team members. Our land use planners, environmental planners, biologists, archaeologists, and land use designers are skilled professionals with the ability to deliver practical, yet innovative solutions to land use planning, development design, environmental review, and regulatory compliance challenges.

1.2 REPRESENTATIVE PROJECTS

Representative projects that exemplify the firm’s broad range of expertise with preparation of planning documents, contract planning services, CEQA compliance, initial studies, and environmental impact reports (in particular, supplemental EIRs) are provided below.

Fort Ord Reuse Plan and Fort Ord Reuse Plan EIR

In 1997, EMC Planning Group prepared the Fort Ord Reuse Plan and EIR in association with supporting consulting firms for the Fort Ord Reuse Authority (FORA). EMC Planning Group, the project team, and FORA was awarded a National American Planning Association award for the effort. The Fort Ord Reuse Plan was a precedent-setting base reuse plan identified by President Clinton as the national model for base reuse. The Fort Ord Reuse Plan defines the conversion, reuse, and redevelopment of the 28,000-acre former military reservation. On April 20, 2012, President Obama designated 14,651 acres of federal property as the Fort Ord National Monument. The plan development effort included the preparation of working papers for the FORA explaining the land use components of the Fort Ord Reuse Plan, infrastructure finance and operations plan, public services plans, and Fort Ord Reuse Plan consistency with local jurisdictional plans. The working papers resulting from this analysis were used by member agencies and jurisdictions to integrate the new plan into either existing planning documents or to create new specific plans for the sections of the base within their jurisdiction. The Fort Ord Reuse Plan contains a land use plan map and policy framework and jurisdictional plan elements.

FORA oversees planning for the reuse of the base and has selected a team led by EMC Planning Group to assist with the preparation of a mandated “reassessment” of the Reuse Plan. The reassessment of the base reuse plan is required to be completed in 2013. The EMC Planning Group team is currently assisting the FORA in this reassessment effort, which includes the following major components: conducting a community outreach program, including a series of public workshops to engage the public in the effort; a market study to evaluate the current and future development needs of the reuse of the former Army base; preparing data and maps presenting land use and resource conditions; analyzing Reuse Plan consistency with other local and regional plans; review of the Reuse Plan land use policies and programs; and a scoping report to present the information gathered through the market study and community outreach program. The scoping report will present options for updating the base reuse plan. The reassessment process will conclude in December 2012 with a reassessment report to the Fort Ord Reuse Authority Board of Directors.

Walnut Avenue Commercial Area Specific Plan and EIR, City of Greenfield

EMC Planning Group prepared a specific plan for the City of Greenfield for a 60-acre site that was zoned for regional commercial development. The project site is located at the Walnut Avenue/U.S. Highway 101 interchange. The project planning and entitlement work was funded by the City’s Redevelopment Agency with the intention to attract development interests. EMC Planning Group was the prime consultant managing a team of seven firms with specializations ranging from market analysis to value engineering to public relations. The challenge was to craft a specific plan that encompasses a mix of uses that

creates both a local and regional destination, provides development guidance flexibility for a range of potential uses, generates revenue for the City, is financially feasible, and attracts development interests through streamlined, turn-key project approval processes and low financial barriers to entry. Ron Sissem was the project manager and Michael Groves was the principal-in-charge.

Fairview Corners Specific Plan, San Benito County

EMC Planning Group prepared development and design standards for residential development and potential complementary supporting uses, such as neighborhood retail. The Fairview Corners Residential Specific Plan Area is a planned residential community in San Benito County that allows up to 220 residential units and provides the opportunity for a wide range of housing types, including secondary units, multifamily, and affordable housing. The Specific Plan establishes the design parameters for development within the Plan Area. The Specific Plan also establishes the development standards for the Fairview Corners-Specific Plan (FVC-SP) zoning district.

The Specific Plan envisions a diverse planned residential community with a variety of lot sizes and housing choices. Lots may vary from 4,000 square feet up to several acres. Housing may vary from apartments and small lot cluster homes to single-family ranchettes. To further diversify housing choices within the Plan Area, accessory dwelling units are allowed on most lots, with the allowable size of the units increasing with the lot size. The proposed variety of lot sizes and square footage is intended to provide a range of housing opportunities to meet the needs of a wide array of households, including students, faculty, and campus employees of the future adjacent Gavilan College San Benito Campus, as well as San Benito County community members and the general public.

A variety of typical residential non-habitable accessory uses are allowed. Complementary uses, such as neighborhood commercial, may be developed in limited areas. In recognition of the rural character of some of the adjacent areas, farm animals are allowed on lots of 2.5-acres or more. Limited commercial agricultural uses may be conditionally allowed.

Green and sustainable designs will be incorporated into the development of the Plan Area. The Specific Plan includes green building design guidelines, which are meant to function as guiding framework for development of the Plan Area. The master developer and/or the individual neighborhood developer(s) of each phase of development will work with County staff in developing and implementing these, and other, feasible guidelines for sustainable development within the Plan Area. Policies meeting specific U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) criteria are also included.

Marina Station Specific Plan, Marina

EMC Planning Group prepared the Marina Station Specific Plan for CreekBridge Homes. The Specific Plan provides for the foundation for the development of approximately 320 acres of undeveloped asymmetrical (“L” shaped) area which is located along the southern portion of Armstrong Ranch within the City of Marina. Undeveloped grazing lands border the Plan area to the north and east and existing city development borders the Plan area to the south and west. State Route (SR) 1 runs along the western boundary of the Plan area’s “panhandle”. Del Monte Boulevard runs through the central portion of the panhandle. The area is currently used for open range cattle grazing.

The Specific Plan that provides for a residential development capacity of 1,360 dwelling units, 60,000 square feet of commercial retail, 143,808 square feet of office space, and 651,624 square feet of industrial uses. Of the 1,360 residential units, 822 are single-family units and 538 are multi-family units. Uses include low, medium, and high-density residential, commercial, office, industrial, parks, and conservation/ open space for wildlife conservation and passive recreation.

Key plan and project level issues include circulation, wastewater treatment, water supply and treatment, air quality, noise, and agricultural and biological resources.

On-Call Contract Services

EMC Planning Group has a long history of providing staff support services to cities, counties, and special districts. Since its founding in 1978, EMC Planning Group’s goal has been to assist communities with staff support, whether it means taking on specific larger projects or dealing with the day to day processing of applications and meetings.

EMC Planning Group has helped short-staffed cities process commercial site plan reviews, subdivisions, and major annexations, and can take on a small or large role to best meet the needs of the jurisdiction. The following is a list of some of the municipal staff support services we provide:

- Application processing, project management, and Permit Streamlining Act compliance;
- Representation in meetings with agencies, applicants, tribes, and other outside parties;
- CEQA and NEPA compliance;
- Preparation of CEQA guidelines and thresholds of significance;
- Preparation of agenda packets, including staff reports, findings, resolutions, ordinances, and conditions of approval;
- Presentations at public hearings; and

- Condition and mitigation monitoring

EMC Planning Group personnel offer a diverse range of professional experience and technical expertise from both sides of the “Counter”. Through its balanced and extensive experience, EMC Planning Group understands the public agency needs, which is the first and foremost key to delivering effective services.

Representative Communities in which EMC Planning Group serves as On-Call Planning Staff are:

- Soladad, City of
- Sand City, City of
- Marina, City of
- Gilroy, City of
- Los Gatos, Town of
- E. Palo Alto, City of

Hayes Housing /Seaside Highlands Project EIR

EMC Planning Group prepared an EIR for the redevelopment of abandoned military housing on the former Fort Ord military reservation. Five hundred existing residential duplex units and detached single-family residential units along with associated infrastructure were removed and replaced with 400 new single-family homes. Project plans included re-grading the site and installation of new infrastructure and roadways. The proposed project includes a scenic buffer near Highway 1 with open space areas and paths connecting a series of cul-de-sacs. Major issues addressed in the EIR were aesthetics (especially views from Highway 1), noise, hazards, geology, biological resources, hydrology, public services, transportation (especially traffic impacts to Highway 1) and pedestrian concerns, air quality, and long-term water supply. The EIR included a detailed fiscal analysis on the project’s share of cumulative effects on fire, police, public works, and parks.

201-225 Los Gatos-Saratoga Road Commercial Redevelopment Project IS/MND, Town of Los Gatos (2017)

EMC Planning Group prepared an initial study for a commercial redevelopment project located in the Town of Los Gatos. The project includes the merger of two properties totaling approximately 35,226 square feet (0.8 acre), demolition of four existing commercial buildings, and the construction of two new commercial buildings with below grade and at grade parking. A two-story 15,500 square-foot office building with exterior patio, and a one story 4,200 square-foot retail or restaurant building with exterior patio would be constructed on the site. Uses would include medical office and/or general office space and a 4,000 square-

foot bank. In addition, a one-level below ground parking structure would be constructed, which would require the removal of about 13,000 cubic yards of soil from the project site. The initial study focused on the following issues: visual impacts, construction air quality impacts, potential impacts to nesting birds, significant tree removal, geology and soils, cultural resources, asbestos-related hazardous materials, contaminated soils, traffic and transportation, water, and wastewater.

King City Downtown Addition Specific Plan Amendment Supplemental EIR, City of King City

EMC Planning Group prepared a supplement EIR on a proposal amendment to a specific plan in King City. Fresh Foods Inc. is proposing to amend the specific plan to accommodate development of two workforce housing projects in and adjacent to the specific plan area. This supplemental EIR provides a project-level evaluation of the environmental effects of both workforce housing projects, plus community-level evaluation of the specific plan amendments and zone change. The EIR evaluates only those impacts that were not already covered by the certified specific plan EIR. The EIR focused on the following issues: hydrology and water quality, traffic and circulation, cultural and tribal resources, public services, visual resources, air quality, greenhouse gas emissions, and energy resources.

Gilroy Sports Park Master Plan Update (Phase III) Supplemental EIR, City of Gilroy

EMC Planning Group is preparing a supplemental EIR on a proposed update to the Gilroy Sports Park Master Plan to accommodate a proposed ice-skating facility. EMC Planning Group prepared the original Gilroy Sports Park Master Plan EIR. The proposed 100,000 square foot ice skating facility would be designed to a LEED Silver certification and include locker rooms, concessions and merchandise sales. The supplemental EIR is focusing on the following environmental issues: visual impacts, air quality and community health risk, greenhouse gas emissions, flooding, transportation, water, wastewater, and energy resources.

Mesa Hills West Residential Subdivision Supplemental EIR, County of Monterey

EMC Planning Group prepared an EIR for a proposed residential subdivision located in the Hidden Hills area of Monterey County. The proposed project included the subdivision of 58 single-family residential lots on 291 acres. The minimum lot size was one acre and excessive slopes were proposed to be dedicated in scenic easements. Water service was to be provided by a municipal water company and sewer service was to be provided by individual septic systems. The major environmental issues addressed in the supplemental environmental impact report included geology, soils, hydrology, vegetation and wildlife, transportation, air quality, noise, aesthetics, public services and utilities, and cultural resources.

Andalucia Phase Four Residential Subdivision Supplemental EIR, City of Soledad

EMC Planning Group prepared an EIR for a proposed subdivision located in Soledad. The proposed project included the subdivision of 54.6 acres into 212 residential lots which could accommodate a maximum of 284 residential units, an elementary school site, and a public park site. The proposed project required a variety of actions including a sphere-of-influence amendment, urban service area amendment, general plan amendment, rezoning, annexation, and approval of a tentative subdivision map. The major environmental issues addressed in the supplemental environmental impact report included geology, soils, agricultural land, hydrology, transportation, air quality, aesthetics, housing, and public services and utilities.

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2.0 Minor Modification

A minor modification to the adopted Main Gate Specific Plan may be requested by the applicant/developer which could include the reconfiguration of uses within the Specific Plan boundary to improve the plan in terms of urban design, access and plan circulation, the overall mix of uses, and the overall quality of planning and design.

A proposed minor modification to the adopted Specific Plan could be minor reconfiguration of uses within the Specific Plan boundaries in substantial conformance with the plan that was analyzed in the certified Main Gate Specific Plan EIR. This reconfiguration of uses is not anticipated to increase the gross building area by more than 10%, or result in new or an increased severity of impacts not previously analyzed in the Specific Plan EIR. Additionally, the Main Gate Specific Plan analyzed in the certified EIR included a provision that allowed for minor modifications; therefore, minor modifications were considered in the EIR analysis. No additional CEQA documentation would be required for the minor modification.

According to the adopted Main Gate Specific Plan, Section 8.3, minor modifications include:

1. a decrease not exceeding 10 percent in minimum setbacks established by the City;
2. walls or fences to exceed the height limit by a maximum of one foot;
3. a decrease not exceeding 10 percent of the required area for landscape coverage in parking lot areas;
4. an increase or decrease not exceeding 10 percent of total estimated gross building area;
5. a decrease in required number of parking spaces (not to exceed 25 percent), based on quantifiable information provided by the development team regarding shared parking or reduced demand; or
6. Modifications of a similar nature to those listed above, which are deemed minor by the Community Development Director or Zoning Administrator, that improve the plan in terms of design, circulation or planning, and which are in keeping with the intent of this Specific Plan.

The approved Specific Plan inherently allows for a certain degree of flexibility so that the plan may adapt to specific market conditions, specific retailers, and logical site plan adjustments to adapt to environmental or infrastructure conditions.

According to the Main Gate Specific Plan Section 8.3, minor modifications to the Specific Plan are subject to review and approval by the Zoning Administrator or Community Development Director.

With a minor modification, a formal amendment to the Specific Plan is not required and the modification is deemed to substantially conform with the adopted Specific Plan. Therefore, the original FORA consistency determination remains valid for the proposed minor modification.

The minor modification simply reconfigures the location of some of the uses identified in the Specific Plan and does not propose new uses or inhibit the vision established by the policies and implementation programs of the City's General Plan or the adopted Main Gate Specific Plan.

EMC Planning Group would work with the City Community Development Director to process the minor modification submitted by the applicant to allow early phases to the Specific Plan infrastructure and uses to get underway.

2.1 Review Minor Modification to the Specific Plan

The Project Manager will review and coordinate review of the minor modification to the Main Gate Specific Plan by relevant City departments. Comments will be consolidated and forwarded to the applicant/developer.

Deliverables

- Consolidated comments on minor modification to the specific plan

2.2 Review Revised Minor Modification to the Specific Plan

The Project Manager will review the revised minor modification and communicate with the Community Development Director and the applicant/developer. The Project Manager will prepare a draft response for review and approval by the Community Development Director and for the delivery to the applicant/developer.

Deliverables

- Response to the applicant/developer regarding the minor modification request.

2.3 Design Review

The Project Manager will review design development drawings provided by the applicant/developer in preparation for a Board of Architectural Review Meeting. The Project Manager will provide a staff report and recommendations to the Board Members.

Deliverables

- Staff report and recommendations
- Attend BAR Meeting (assumes one meeting)

On-Going Project Management

3.1 ADMINISTRATION

Project administration is an ongoing task, which includes contract administration, invoicing, and managing subconsultants.

3.2 COORDINATION

This task includes regular coordination and communication with City of Seaside staff, the applicant team, and other local, regional, state, and federal agencies. Of key importance here, is to ensure that the process is transparent, consistent with the City procedures and that the City and Applicant are informed.

3.3 WEEKLY STATUS REPORTS

The Project Manager will prepare bi-weekly email status reports to the City Community Development Director and appropriate team members.

Deliverables

- Bi-Weekly email status report

3.4 MASTER PROJECT SCHEDULE

The Project Manager will prepare and manage the Master Project Schedule, and update it monthly.

Deliverables

- Master Project Schedule and revisions, as necessary, on a monthly review.

3.5 ORGANIZE AND MANAGE THE PROJECT RECORD

The Project Manager will organize and manage the project record in 3-ringed binders as the project progresses. Hard copy and electronic records will be maintained.

Deliverables

- A complete set will be provided to City Legal Counsel upon completion of the project.

3.6 PERFORMANCE MEASUREMENT AND REPORTING

This task involves the Project Manager oversight relative to planning and environmental task completion and/or status, scheduling, and costs. The Project Manager will oversee team effort to complete various tasks and review timesheets and invoices relative to tasks involved prior to forwarding them to the City for payment.

Deliverables

- Monthly timesheet and invoice review, related to task completion.

3.7 MEETINGS

The Project Manager will be responsible for working with the Community Development Director to set up meetings, preparing the agenda, chairing the meetings, and preparing minutes.

3.7.1 Kick-off Meeting with City Staff

In preparation of this meeting, the Project Manager will review all available, applicable information regarding the project including, but not limited to: all available documentation regarding the project from the City and the applicant/developer; relevant portions of the Seaside General Plan, Seaside General Plan EIR, the Fort Ord Reuse Plan and the Fort Ord Reuse Plan EIR; the FORA Master Resolution; the adopted Main Gate Specific Plan and Main Gate Specific Plan EIR.

The following items will be discussed at this meeting:

- Project Manager's scope of work and role as an extension of City staff, as well as maintaining an independent review role;
- Communication protocol (including exchange of electronic and/or hard copy documentation);
- Scope of work for the Specific Plan revisions and preparation/noticing of a Supplemental EIR;
- Project contact list (City departments, applicant team, EIR consultant team, other agencies, etc.);
- City's goals and objectives for the Specific Plan revisions;

- Review the Main Gate Specific Plan project/site planning;
- Relevant City applications required and processes;
- Lead Agency role and issues;
- Land use alternatives for specific plan and SEIR;
- Public controversy;
- Community outreach and participation program;
- Schedule;
- Address the specific plan and implications related to the Exclusive Negotiation Agreement (ENA) or Purchase and Sale Agreement (PSA);
- ENA or PSA issues, including agreement between the City and Petrovich Development Company (PDC) on the appropriate EIR approach; and
- Other miscellaneous items.

Deliverables

- Meeting agenda
- Meeting minutes (including documenting agreement between PDC and the City on items discussed and agreed upon in the meeting)
- Draft agreement between City and PDC on agreed upon items

3.7.2 Regular Team Meetings

The Project Manager will conduct monthly team meetings by conference call or in-person at City Hall. Meeting agendas will be developed and distributed prior to each meeting. This meeting could also be held virtually on Zoom or by another service.

Deliverables

- Meeting agenda
- Meeting minutes

3.8 PURCHASE AND SALES AGREEMENT (PSA)

The Project Manager will assist the Community Development Director in preparing for the City Council Meeting in which the applicant/developer will present their concept plan for the Specific Plan boundaries and the City Council will Consider entering into a PSA with

PDC. The Project Manager will not prepare the PSA (that will be done by City Legal Counsel) but could assist with the preparation of a Staff Report to introduce the items to the City Council.

Deliverables

- Meet with applicant/developer to provide input and feedback on the Concept Plan
- Prepare Staff Report to introduce the Concept Plan and PSA

3.9 SPECIFIC PLAN REVIEW AND PROCESSING

The Main Gate Specific Plan was adopted by the City of Seaside. The adoption of a specific plan is a legislative act similar to adoption of a general plan or zoning ordinance; therefore, it is imperative that the specific plan reflect the goals and objectives of the City of Seaside General Plan, and in this case is already adopted by the City as part of their General Plan. The goal will be to revise the Specific Plan to continue to meet the goals and objectives of the City.

3.9.1 Communication with Applicant

The Project Manager will communicate regularly with the applicant regarding the planning, and any technical or other documentation being prepared by the applicant team for the City to review and process.

3.9.2 Tribal Consultation Process

SB18 (2005) requires that the City offer consultation to local Native American tribes for any proposed general plan amendment, including specific plans. As a part of Specific Plan revision, request for a list of tribes will be sent to the Native American Heritage Commission. A letter will be sent to each identified tribe describing the consultation process. A copy of the project description will be attached. Tribes will have a 90-day period in which to request consultation. The letter to tribes will be sent at the earliest date feasible, once a project description has been developed.

If consultation is requested by one or more tribes, the Project Manager will meet with the tribes to discuss concerns.

Deliverables

- Request for list of tribes
- Tribal consultation letters
- Minutes from consultation meetings, should they occur

3.9.3 Review Specific Plan

The Project Manager will coordinate with the Community Development Director and applicant/developer revisions necessary or desired to be made to the adopted Main Gate Specific Plan. The Project Manager will work with the team to make revisions to the Plan document as the basis for the project description for the SEIR.

Deliverables

- Revise Main Gate Specific Plan, as necessary or desired

3.9.4 Review Revised Proof Draft Specific Plan

The Project Manager will review the specific plan revisions with the Community Development Director and receive comments for inclusion in the Plan document. The specific plan would then be ready for public review when the draft SEIR is ready for release to the public.

Deliverables

- Main Gate Specific Plan

3.9.5 Prepare Project Consideration Packages

A project consideration package will be prepared for the Planning Commission and City Council and will include the following items:

- Staff reports;
- Resolution(s) certifying the SEIR, and adopting the mitigation monitoring program;
- Ordinance to adopt the specific plan;
- Mitigation monitoring and reporting program;
- Project findings (and conditions of approval if a Map or other entitlements are included); and
- CEQA findings and statement of overriding considerations.

Conditions of approval will be gathered from applicable City departments, assembled, and reviewed with the applicant, but only be applied if there is an adjoining application for a vesting tentative map or use permit. If there are additional formal applications on file or a development agreement, additional scope and budget will be required for the Project Manager and Team Members to process these applications and work with City departments on drafting conditions of approval.

Deliverables

- Draft and final project consideration packages for one Planning Commission and one City Council meeting

3.9.6 City Public Hearings

The City will prepare public hearing notices and will coordinate publishing the notices consistent with the City's process. The Project Manager will prepare presentations, attend, and make presentations at the following City public hearings:

- Planning Commission – one meeting
- City Council – one meeting

Note: The BAR should not be a reviewing body for the Specific Plan revisions. If the BAR is included in the review for other applications (e.g. map, site plan, use permit, etc.) this review will need to be added to the scope and budget.

Deliverables

- Agenda item description
- Public hearing attendance and PowerPoint presentations

3.9.7 Prepare and File Notice of Determination

Upon City Council adoption of the Specific Plan revisions, the Project Manager will prepare and file a Notice of Determination with the County Clerk/Recorder.

4.0 CEQA Scope of Work

The scope of work for the CEQA is presented on the following pages. The scope of work is preliminary and EMC Planning Group is open to modification of the scope of work as necessary to meet the city's needs.

4.1 PROJECT MANAGEMENT AND ADMINISTRATION

- Issues scoping, project team coordination, and administration.
- Provide CEQA consultation and management services for the City of Seaside.
- Conduct internal team meetings.
- Provide regular email progress reports to the City Community Development Director.
- Initiate and manage subconsultants.

4.2 KICKOFF MEETING/SITE VISIT

- Prepare for and facilitate a kick-off meeting with City staff and the applicant/developer. EMC Planning Group will attend one kick-off meeting with City staff and the applicant team for the CEQA document. The purpose is to further articulate the project description and project schedule, and to discuss other topics including communications protocols, key environmental issues, potential public controversy, etc. EMC Planning Group will prepare an agenda for the meeting and provide summary notes after the meeting.
- EMC Planning Group staff would also conduct a site investigation to document existing conditions at the project site and in the vicinity, catalogue land use and resource issues, and prepare photo documentation for use in the SEIR.

4.3 MEETINGS AND TELEPHONE CONFERENCES

- Facilitate a phone conference every four weeks during the course of preparation of the SEIR (to be coordinated with or extended from the coordination meeting described earlier for the Specific Plan revisions and on-going management tasks).

Assumptions

- 32 meetings consisting of the kick-off meeting, scoping meeting, up to 20 telephone conferences and up to 10 in-person meetings are budgeted. Additional meetings and/or telephone conferences may require a contract amendment.

4.4 DETAILED SEIR SCHEDULE

- One week after the kick-off meeting, EMC Planning Group staff will submit to the City a detailed SEIR schedule including all tasks and deliverables, each with specific dates.

Deliverables

- Detailed SEIR schedule (provided in PDF)

4.5 NOTICE OF PREPARATION

- EMC Planning Group staff will prepare and submit to City staff a Notice of Preparation (NOP) of a Supplemental EIR consistent with CEQA Guidelines Section 15082 within one week of authorization to proceed.
- EMC Planning Group will prepare draft and final versions of the NOP and distribute the final version to the State Clearinghouse and all identified responsible and trustee agencies, including LAFCO, Monterey County Resource Management Agency, AMBAG, Monterey Bay Air Resources Board, and County Board of Supervisors, and individuals on the City's distribution list via certified mail.
- Review all responses to the NOP to ensure that all relevant concerns raised are addressed in the administrative draft SEIR. Responses to all relevant concerns will be included in the SEIR.

Deliverables

- Draft and final Notice of Preparation to be distributed to the City's distribution list (by EMC Planning Group via certified mail)

4.6 PEER REVIEW OF EXISTING TECHNICAL REPORTS

The EMC Planning Group team will review and existing technical reports to ensure their adequacy for use in the SEIR and/or determine if new or revised technical reports are needed to prepare the SEIR. The reports shown below may be necessary to prepare the SEIR, and are include herein as a place holder. The need for an extent of the scope and cost for these reports will be determined at a later date when the project description is finalized.

4.7 TECHNICAL REPORTS

The EMC Planning Group team will review existing technical studies and reports to determine if additional reports are needed to prepare the SEIR. The budget for technical reports will be determined as we proceed with the project. EMC Planning Group will submit an administrative draft of each technical study in electronic format (pdf and MSWord) for City staff review and comment.

Biological Reports (EMC Planning Group)

Special-status biological resources to be addressed in the CEQA process include California tiger salamander (CTS), burrowing owl, San Joaquin kit fox, Congdon's tarplant, and jurisdictional wetlands and waterways. EMC Planning Group biologists will conduct a peer review of the existing biological report(s) which will consist of the following tasks:

- Conduct a biological reconnaissance-level field survey to document current site conditions;
- Review the technical reports prepared for the EIR in 2010;
- Review any necessary resource agency correspondence, which may require consultation with the agencies;
- Prepare a peer review memo of the two technical studies, which will include an analysis of whether proposed mitigation measures are sufficient, and identify any necessary updates to the existing reports. This may include phone and email coordination with City staff to clearly communicate all information needs for technical report revisions; and
- EMC Planning Group biologists will prepare the Biological Resources section of the SEIR. This section will evaluate project consistency with the City's 2010 Main Gate Specific Plan and page 4-7 subject that are already adequately addressed in the SEIR EIR, and will reference applicable tables and graphics already contained in the existing technical studies. The section will present the anticipated project impacts and determine their levels of significance, and include appropriate mitigation measures to avoid, minimize, and/or mitigate potentially significant impacts to biological resources.

Air Quality/Greenhouse Gases/Energy Report (EMC Planning Group)

This includes preparation of a stand-alone air quality, greenhouse gas emissions, and energy report that will be included as an appendix to the SEIR and used as reference in the appropriate sections of the SEIR. The report will evaluate the environmental effects of project-generated criteria air pollutant and greenhouse gas (GHG) emissions and will estimate project energy demands. Criteria air pollutant and GHG emissions volumes at buildout will be quantified using the California Emissions Estimator Model (CalEEMod).

Much has changed in evaluating air quality impacts between 2010 and the present. Changes include more effective modeling techniques, physical changes within the air basin, and updates to the Monterey Bay Air Resources District's air quality management plan. EMC Planning Group will work with a subconsultant who will conduct air quality and greenhouse gas emissions analysis for construction and operational phases. Construction and operational air quality and greenhouse gas emissions will be quantified using the California Emissions Estimator Model (CalEEMod) software.

Noise

EMC Planning Group will review the existing acoustical report, that included project site inspection and noise monitoring to evaluate the acoustical characteristics of the site and document existing ambient noise levels. Project-related changes in roadway traffic noise exposures along nearby roadways has been modeled and evaluated. Project-related changes in exterior and exterior exposures to project-related operational and construction stationary source and mobile sources of noise will be compared to applicable noise level standards and other thresholds of significance. Noise-sensitive receptors that could be subjected to noise or vibration levels in excess of applicable noise standards or CEQA thresholds during construction will be identified. The existing Report and Report Recommendations for noise attenuation will be utilized to reduce significant impacts. The methodology used, analysis, findings, and recommendations will be summarized in the SEIR. If additional noise reports are need EMC Planning Group will reach out to a subconsultant.

Transportation Impact Analysis

EMC Planning Group will work with a subconsultant who will prepare a traffic impact analysis utilizing current traffic data and the Association of Monterey Bay Area Government's (AMBAG) latest Metropolitan Transportation Model to identify traffic impacts. Roadway segments and intersections to be analyzed will be determined with city staff. The traffic impact analysis will include the necessary components to analyze the Project as amended from the Project at Main Gate Specific Plan EIR, including a Vehicle Miles Traveled (VMT) analysis.

Water Supply Assessment

EMC Planning Group will work with a subconsultant and MCWD to prepare a water supply assessment by evaluating the impact of the project's water demands on the citywide water supplies through a 20-year horizon.

4.8 PROJECT DESCRIPTION

- In accordance with CEQA Guidelines Section 15124, EMC Planning Group will prepare a stand-alone draft project description document for City staff review.
- Incorporate City staff comments into final project description document.

Deliverables

- Draft and final project description document (provided in PDF)

4.9 ADMINISTRATIVE DRAFT SEIR

- Correspond with City staff, as well as responsible, trustee, and other affected agencies to ensure that all potentially significant issues are addressed in the administrative draft SEIR. The intent of this coordination is to ensure that responsible, trustee, and affected agencies have the opportunity for input prior to the preparation of the administrative draft SEIR.
- Prepare the administrative draft SEIR. The SEIR is expected to include the following sections:
 - Introduction and Background/Need for Supplemental EIR;
 - Executive Summary;
 - Project Description;
 - Environmental and Setting and Environmental Policy Analysis;
 - Project Analysis, Impacts and Mitigation Measures:
 - ♦ Air Quality. This analysis will be updated to document changes in regulations that have occurred since the Projects at Main Gate Specific Plan EIR was prepared;
 - ♦ Biological Resources. This analysis will document specific impacts associated with the proposed project, addressing changes in regulations and mitigation measures suggested by the resource agencies;

- ♦ Cultural and Tribal Resources. This analysis will document the findings in the application cultural report, as well as updated records searches, to identify if mitigation measures are required in addition to those presented in the Projects at Main Gate Specific Plan EIR. This section will also include any tribal consultation conducted by the City, as may be required;
- ♦ Energy. This analysis will be updated to document changes that have occurred since the Projects at Main Gate Specific Plan EIR was prepared;
- ♦ Greenhouse Gas (GHG) Emissions. This analysis will be updated to document changes in regulations that have occurred since the Projects at Main Gate Specific Plan EIR was prepared;
- ♦ Geology & Soils. If necessary, this analysis will be updated to reflect any new geotechnical conditions about the project site and evaluate the specific impacts of this project.
- ♦ Hazards and Hazardous Materials. This analysis will be updated to evaluate the specific impacts of this project in order to conclude if the impacts would still be less than significant. This analysis will utilize the peer review of the existing Phase I and II Environmental Site Assessments (ESAs) along with (possible) updated Phase I & II ESAs;
- ♦ Hydrology and Water Quality. This analysis will be updated to document regulatory changes and changes in the environment that have occurred since the Projects at Main Gate Specific Plan EIR was prepared;
- ♦ Noise. The noise analysis provided in the Projects at Main Gate Specific Plan EIR will be reviewed to evaluate the specific impacts of this project in order to conclude if the impacts would still be less than significant. If additional noise reports are need EMC Planning Group will reach out to a subconsultant;
- ♦ Transportation and Traffic. This analysis will be updated to document changes that have occurred since the Projects at Main Gate Specific Plan EIR was prepared;
- ♦ Water Demand and Sewer Generation. This analysis will update the analysis in the Projects at Main Gate Specific Plan EIR utilizing the *City of Seaside Existing City Plus Sphere of Influence Water Master Plan* and the *City of Seaside Existing City plus Sphere of Influence Wastewater Master Plan*;
- Impacts expected to have been adequately addressed in the General Plan EIR. This section will include a brief discussion of the project environmental impacts that are adequately addressed in the Projects at Main Gate Specific Plan EIR and do not

need to be analyzed further in this SEIR, and included mitigation measures from the Projects at Main Gate Specific Plan EIR that would apply to the proposed project. Environmental topics expected to be discussed in this section include: agricultural resources, public services (fire, police, schools, parks and recreation), and mineral resources;

- Significant Unavoidable Impacts;
 - Alternatives;
 - Cumulative Impacts;
 - Growth-Inducing Impacts; and
 - SEIR preparers, persons contacted, and references consulted.
- Print and deliver the administrative draft SEIR to City staff for review and comment.

Deliverables

- Three (3) hard copies and one (1) electronic copy of the administrative draft SEIR.

Assumptions

- City staff will distribute the administrative draft for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated set of comprehensive comments will be prepared by the City that identifies specific questions and/or revisions.

4.10 SCREENCHECK DRAFT SEIR

- Revise administrative draft SEIR to incorporate City staff comments.

Deliverables

- One PDF copy of the screencheck draft SEIR

4.11 PUBLIC REVIEW DRAFT SEIR

- Revise screencheck draft SEIR to incorporate City staff comments.
- Produce public review draft SEIR (draft SEIR) and all documents required for submission to the State Clearinghouse, including the Notice of Completion and Summary Form.

- Distribute, via certified mail, the following documents to the State Clearinghouse: copy of the Notice of Completion, fifteen (15) hard copies of the Summary Form, and fifteen (15) CDs of the draft SEIR.

Deliverables

- One copy of the Notice of Completion, fifteen (15) hard copies of the Summary Form, and fifteen (15) CDs of the draft SEIR.
- Twenty (20) hard copies and twenty (20) CDs of the draft SEIR for City's use for distribution/review purposes.

Assumptions

- City of Seaside is responsible for distributing and circulating the draft SEIR and associated Notice of Availability to agencies, local jurisdictions, and individuals.
- City of Seaside is responsible for publishing the Notice of Availability with local newspaper and County Clerk (and all associated fees for publication and posting).

4.12 PUBLIC OUTREACH

- Coordinate, oversee preparation for, and present an overview of and results included in the draft SEIR at one community meeting and at one Planning Commission meeting. These are informational meetings and also will serve to obtain comments on the draft SEIR.

4.13 FINAL SEIR RESPONSE TO COMMENTS

- Obtain and create a comprehensive list of comments received. Confirm with City staff that all comments have been forwarded to EMC Planning Group.
- Evaluate comments received and whether any of the comments could trigger the need to conduct additional analyses. Discuss such needs with the City staff as necessary.
- Prepare draft responses to comments for review and comment by City staff.
- Print and deliver the draft responses to comments to City staff.
- Conduct a phone conference with City staff to discuss comments and responses.

Deliverables

- Three (3) hard copies and one (1) electronic copy of the draft responses to comments.

Assumptions

- City staff will distribute the draft response to comments for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required to prepare the administrative final SEIR.
- Associated budget assumes a total level of effort of no more than 56 hours to respond to comments.
- Associated budget assumes no new analysis is required to address comments.

4.14 Administrative Final SEIR

- Prepare an administrative final SEIR as a separate document (from the draft SEIR) including a list of all agencies and individuals commenting on the draft SEIR, comments received during the public review period for the draft SEIR, responses to those comments, and changes to the draft SEIR as may be needed based on comments received.
- Print and deliver to City staff for review and comment.

Deliverables

- Three (3) hard copies and one (1) electronic copy of the administrative final SEIR.

Assumptions

- City staff will distribute the administrative final SEIR for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required.

Final SEIR

- Revise the administrative final SEIR to incorporate City staff comments.

Deliverables

- Twenty-five (25) hard copies and twenty-five (25) CDs of the final SEIR.

Assumptions

- City staff will be responsible for the distribution of final SEIR documents.

Mitigation Monitoring and Reporting Program

- EMC Planning Group will prepare a mitigation monitoring program for the proposed project. The program will include mitigation measures in the draft SEIR, as well as applicable mitigation measures from the General Plan EIR should the latter be applicable.

Deliverables

- One (1) electronic copy of the draft and final mitigation monitoring program will be distributed to City staff via email.

Assumptions

- City staff will distribute the draft mitigation monitoring program and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required.

4.15 PUBLIC HEARINGS

- EMC Planning Group will attend and respond to comments and questions on the CEQA process and key findings at one (1) Planning Commission and one (1) City Council public hearing for certification of the final SEIR.

4.16 OPTIONAL TASKS

Optional tasks are presented here with associated costs included as line items in the attached budget spreadsheet.

Optional Task 1 - Additional Meetings/Public Hearings

- This task includes EMC Planning Group attendance at additional meetings and/or public hearings if requested by City staff. Costs are per hour based on EMC Planning Group hourly rates.

4.17 ASSUMPTIONS

A summary of assumptions are provided below:

- 32 meetings, consisting of the kick-off meeting, scoping meeting, up to 20 telephone conferences and up to 10 in-person meetings are budgeted. Additional meetings and/or telephone conferences may require a contract amendment.

- City staff will distribute the administrative draft for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated set of comprehensive comments will be prepared by the City that identifies specific questions and/or revisions required prior to the public circulation and review of the draft SEIR.
- City of Seaside is responsible for distributing and circulating the draft SEIR and associated Notice of Availability to agencies, local jurisdictions, and individuals.
- City of Seaside is responsible for publishing and posting the Notice of Availability with local newspaper and County Clerk (and all associated fees for publication and posting).
- City staff will distribute the draft response to comments for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required to prepare the administrative final SEIR.
- City staff will distribute the administrative final SEIR for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required.
- City staff will be responsible for the distribution of final SEIR documents.
- City staff will distribute the draft mitigation monitoring program and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required.

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5.0 Budget and Schedule

5.1 BUDGET

The budget is presented on the following page and is based upon a twelve to fourteen-month schedule for completing the final SEIR. If the schedule is expanded beyond the twelve to fourteen months due to circumstances beyond the control of the EMC Planning Group consulting team or if additional technical reports or other out of scope tasks are requested by the City, a contract amendment may be necessary.

Total Proposed Budget is \$404,560*

*Note: This cost does not include technical reports that may need to be updated or prepared.

5.2 SCHEDULE

The SEIR would be completed for City Council consideration within approximately nine months from completion of the Main Gate Specific Plan revisions being completed and accepted by the City staff. The timeframe for completion of project tasks is dependent on the level of project detail provided by the applicant/developer relative to the date of authorization to proceed, the processing strategy or steps required, and the completion of the Specific Plan revisions. However, we estimate a twelve to fourteen-month timeframe to complete all tasks from the date of authorization. We are ready to commence work on the project immediately upon authorization to proceed.

Main Gate Specific Plan Management/Supplemental EIR Budget- September 3, 2020												
Task	EMC Planning Group Inc.											
	Senior Principal	Principal	Principal Planner	Associate Planner	Assistant Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Graphics	Admin./ Production	Total Hours	Total Cost
Staff												
Billing Rate (Per Hour)	\$250.00	\$225.00	\$200.00	\$150.00	\$125.00	\$155.00	\$190.00	\$155.00	\$125.00	\$115.00		
2.0 Minor Modification Services												
2.1 Review Minor Modification Specific Plan	2	0	5	5	0	0	0	0	0	0	12	2,250
2.2 Review Revised Minor Modification SP	3	0	3	2	0	0	0	0	0	0	8	1,650
2.3 Design Review	5	0	5	3	0	0	0	0	0	0	13	2,700
3.0 On-Going Project Management												
3.1 Project Management and Administration	15	2	3	0	0	0	0	0	0	15	35	\$6,525.00
3.2 Coordination	40	2	125	35	0	0	0	0	0	0	202	\$40,700.00
3.3 Bi-Weekly Status Reports	4	0	18	28	0	0	0	0	0	0	50	\$8,800.00
3.4 Master Project Schedule	2	0	4	5	0	0	0	0	0	3	14	\$2,395.00
3.5 Organize and Manage Project Records	2	2	10	25	0	0	0	0	0	5	44	\$7,275.00
3.6 Performance Measurement and Reporting	4	8	18	2	0	0	0	0	0	10	42	\$7,850.00
3.7 Meetings												
3.7.1 Kick-off Meeting with City Staff	4	0	3	5	0	0	0	0	0	1	13	\$2,465.00
3.7.2 Regular Team Meetings	54	0	45	65	0	0	0	0	0	3	167	\$32,595.00
3.8 PSA - Plan Review / Staff Report	15	0	2	1	0	0	0	0	0	2	20	\$4,530.00
3.9 Specific Plan Review and Processing												
3.9.1 Communication with Applicant	40	0	20	10	0	0	0	0	0	0	70	\$15,500.00
3.9.2 Tribal Consultation Process	1	0	2	12	0	0	0	0	0	0	15	\$2,450.00
3.9.3 Review Specific Plan	24	0	54	12	0	0	0	0	24	25	139	\$24,475.00
3.9.4 Review Revised Proof Draft Specific Plan	16	0	8	12	0	0	0	0	10	15	61	\$10,375.00
3.9.5 Prepare Project Consideration Package	16	20	25	125	0	0	0	0	15	25	226	\$37,000.00
3.9.6 City Public Hearings	20	0	10	28	0	0	0	0	12	10	80	\$13,850.00
3.9.7 Prepare and File Notice of Determination	1	1	0	2	0	0	0	0	0	2	6	\$1,005.00
4.0 CEQA Scope of Work												
4.1 Project Management and Administration	15	0	0	0	0	0	0	0	0	8	23	\$4,670.00
4.2 Kickoff Meeting/Site Visit	8	4	0	8	0	0	0	0	0	0	20	\$4,100.00
4.3 Meetings and Telephone Conferences	64	0	0	50	0	0	0	0	0	0	114	\$23,500.00
4.4 Detailed SEIR Schedule	1	2	0	4	0	0	0	0	0	0	7	\$1,300.00
4.5 Notice of Preparation	1	2	0	8	0	0	0	0	0	4	15	\$2,360.00
4.6 Peer Review of Existing Technical Reports	20	10	4	25	0	0	0	0	0	0	59	\$11,800.00
4.7 Technical Reports*	16	4	4	10	55	28	8	38	10	1	174	\$27,190.00
4.8 Project Description	2	6	0	12	0	0	0	0	0	0	20	\$3,650.00
4.9 Admin Draft SEIR	10	40	30	100	20	12	20	10	21	12	275	\$46,215.00
4.10 Screencheck Draft SEIR	6	25	2	12	30	4	2	3	6	8	98	\$16,210.00
4.11 Public Review Draft SEIR	3	10	2	8	15	2	2	2	4	4	52	\$8,435.00
4.12 Public Outreach	8	8	0	6	6	0	0	0	0	0	28	\$5,450.00
4.13 Final SEIR Response to Comments	0	12	0	12	0	0	0	0	0	0	24	\$4,500.00
4.14 Admin Final SEIR	6	8	6	30	8	2	2	2	2	2	68	\$11,480.00
4.15 Public Hearings	11	0	0	11	0	0	0	0	4	2	28	\$5,130.00
Subtotal (Hours)	439	166	408	673	134	48	34	55	108	157	Total Hours	Total Cost
Subtotal (Cost)	\$109,750.00	\$37,350.00	\$81,600.00	\$100,950.00	\$16,750.00	\$7,440.00	\$6,460.00	\$8,525.00	\$13,500.00	\$18,055.00	2,222	\$400,380.00
Additional Costs												
Production Costs												\$2,000.00
Travel Costs												\$250.00
Postal/Deliverables												\$50.00
Miscellaneous												\$1,000.00
NWIC Records Search												\$500.00
Administrative Overhead 10%												\$380.00
Total												\$4,180.00
Subconsultant Fees *												
Traffic Consultant												TBD
Noise Consultant												TBD
Engineering Consultant (Water)												TBD
Other Technical Consultants												TBD
Subconsultant Overhead 10%												\$0.00
Total												\$0.00
Total Costs												\$404,560.00

* NOTE: This cost line item is TBD after review of all existing technical documentation.

** NOTE: This total cost is not reflective of technical reports that need to be updated or prepared.

NOTE: This proposed budget is valid for 90 days

Exhibit B

EMC Planning Group Inc. Fee Schedule



Planning for Success.

FEE SCHEDULE

(Effective January 1, 2020)

Principals

Hourly Billing Rate

Senior Principal	\$250.00
Principal	\$225.00

Planners

Principal Planner	\$200.00
Senior Planner	\$175.00
Associate Planner	\$150.00
Assistant Planner	\$125.00

Biologists

Monitoring Rate

Principal Biologist	\$190.00	(\$145.00)
Senior Biologist	\$155.00	(\$125.00)
Associate Biologist	\$130.00	(\$110.00)
Assistant Biologist	\$115.00	(\$95.00)
Certified Arborist	\$125.00	

Archaeologist

Registered Professional Archaeologist	\$155.00
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Support Staff

Desktop Publisher	\$150.00
Administrative Assistant	\$115.00
Office Assistant	\$95.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a 50 percent mark-up.

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

Exhibit C

Cost Spreadsheet

Main Gate Specific Plan Management/Supplemental EIR Budget- September 3, 2020												
Task	EMC Planning Group Inc.											
	Senior Principal	Principal	Principal Planner	Associate Planner	Assistant Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Graphics	Admin./ Production	Total Hours	Total Cost
Staff												
Billing Rate (Per Hour)	\$250.00	\$225.00	\$200.00	\$150.00	\$125.00	\$155.00	\$190.00	\$155.00	\$125.00	\$115.00		
2.0 Minor Modification Services												
2.1 Review Minor Modification Specific Plan	2	0	5	5	0	0	0	0	0	0	12	2,250
2.2 Review Revised Minor Modification SP	3	0	3	2	0	0	0	0	0	0	8	1,650
2.3 Design Review	5	0	5	3	0	0	0	0	0	0	13	2,700
3.0 On-Going Project Management												
3.1 Project Management and Administration	15	2	3	0	0	0	0	0	0	15	35	\$6,525.00
3.2 Coordination	40	2	125	35	0	0	0	0	0	0	202	\$40,700.00
3.3 Bi-Weekly Status Reports	4	0	18	28	0	0	0	0	0	0	50	\$8,800.00
3.4 Master Project Schedule	2	0	4	5	0	0	0	0	0	3	14	\$2,395.00
3.5 Organize and Manage Project Records	2	2	10	25	0	0	0	0	0	5	44	\$7,275.00
3.6 Performance Measurement and Reporting	4	8	18	2	0	0	0	0	0	10	42	\$7,850.00
3.7 Meetings												
3.7.1 Kick-off Meeting with City Staff	4	0	3	5	0	0	0	0	0	1	13	\$2,465.00
3.7.2 Regular Team Meetings	54	0	45	65	0	0	0	0	0	3	167	\$32,595.00
3.8 PSA - Plan Review / Staff Report	15	0	2	1	0	0	0	0	0	2	20	\$4,530.00
3.9 Specific Plan Review and Processing												
3.9.1 Communication with Applicant	40	0	20	10	0	0	0	0	0	0	70	\$15,500.00
3.9.2 Tribal Consultation Process	1	0	2	12	0	0	0	0	0	0	15	\$2,450.00
3.9.3 Review Specific Plan	24	0	54	12	0	0	0	0	24	25	139	\$24,475.00
3.9.4 Review Revised Proof Draft Specific Plan	16	0	8	12	0	0	0	0	10	15	61	\$10,375.00
3.9.5 Prepare Project Consideration Package	16	20	25	125	0	0	0	0	15	25	226	\$37,000.00
3.9.6 City Public Hearings	20	0	10	28	0	0	0	0	12	10	80	\$13,850.00
3.9.7 Prepare and File Notice of Determination	1	1	0	2	0	0	0	0	0	2	6	\$1,005.00
4.0 CEQA Scope of Work												
4.1 Project Management and Administration	15	0	0	0	0	0	0	0	0	8	23	\$4,670.00
4.2 Kickoff Meeting/Site Visit	8	4	0	8	0	0	0	0	0	0	20	\$4,100.00
4.3 Meetings and Telephone Conferences	64	0	0	50	0	0	0	0	0	0	114	\$23,500.00
4.4 Detailed SEIR Schedule	1	2	0	4	0	0	0	0	0	0	7	\$1,300.00
4.5 Notice of Preparation	1	2	0	8	0	0	0	0	0	4	15	\$2,360.00
4.6 Peer Review of Existing Technical Reports	20	10	4	25	0	0	0	0	0	0	59	\$11,800.00
4.7 Technical Reports*	16	4	4	10	55	28	8	38	10	1	174	\$27,190.00
4.8 Project Description	2	6	0	12	0	0	0	0	0	0	20	\$3,650.00
4.9 Admin Draft SEIR	10	40	30	100	20	12	20	10	21	12	275	\$46,215.00
4.10 Screencheck Draft SEIR	6	25	2	12	30	4	2	3	6	8	98	\$16,210.00
4.11 Public Review Draft SEIR	3	10	2	8	15	2	2	2	4	4	52	\$8,435.00
4.12 Public Outreach	8	8	0	6	6	0	0	0	0	0	28	\$5,450.00
4.13 Final SEIR Response to Comments	0	12	0	12	0	0	0	0	0	0	24	\$4,500.00
4.14 Admin Final SEIR	6	8	6	30	8	2	2	2	2	2	68	\$11,480.00
4.15 Public Hearings	11	0	0	11	0	0	0	0	4	2	28	\$5,130.00
Subtotal (Hours)	439	166	408	673	134	48	34	55	108	157	Total Hours	Total Cost
Subtotal (Cost)	\$109,750.00	\$37,350.00	\$81,600.00	\$100,950.00	\$16,750.00	\$7,440.00	\$6,460.00	\$8,525.00	\$13,500.00	\$18,055.00	2,222	\$400,380.00
Additional Costs												
Production Costs												\$2,000.00
Travel Costs												\$250.00
Postal/Deliverables												\$50.00
Miscellaneous												\$1,000.00
NWIC Records Search												\$500.00
Administrative Overhead 10%												\$380.00
Total												\$4,180.00
Subconsultant Fees *												
Traffic Consultant												TBD
Noise Consultant												TBD
Engineering Consultant (Water)												TBD
Other Technical Consultants												TBD
Subconsultant Overhead 10%												\$0.00
Total												\$0.00
Total Costs												\$404,560.00

* NOTE: This cost line item is TBD after review of all existing technical documentation.

** NOTE: This total cost is not reflective of technical reports that need to be updated or prepared.

NOTE: This proposed budget is valid for 90 days



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: October 1, 2020

**SUBJECT: APPROVE RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO EXECUTE CONTRACTS RETAINING SPECIALIZED LEGAL
SERVICES AND CONSULTANTS**

PURPOSE & RECOMMENDATION

Approve resolution authorizing the City Attorney to execute contracts retaining attorneys and consultants to provide specialized legal services.

BACKGROUND

The City Attorney provides all legal representation for the City for advisory and litigation matters. The City Attorney's office is currently staffed with one full time attorney and a part time assistant. From time to time, the City Attorney requires the assistance of specialized legal counsel (and their offices) and/or consultants to fully discharge her duties and maximize the efficiency of the City Attorney for the City. Some areas for those specialized legal services, might include, but not be limited to, specialized services in telecom, complex business litigation, drug house enforcement actions, environmental law, transactional and other areas where technical, specialized assistance is required or helpful. The current budget currently has an amount (\$70,000) allocated for these specialized legal services.

The Council previously granted similar authorization to the City Attorney in the areas of ESCA and Local Redevelopment Authority. This action would expand that signatory authority to allow the City Attorney to execute contracts retaining attorneys and/or consultants to assist in the discharge of the City Attorney's duties.

FISCAL IMPACT

Budgeted.

ATTACHMENTS

1. Resolution Authorizing City Attorney to Retain Specialized Legal Services
-

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY ATTORNEY TO RETAIN SPECIALIZED LEGAL SERVICES AND CONSULTANTS TO ADDRESS LEGAL ISSUES

WHEREAS, the office of City Attorney is responsible to prosecute, defend any and all suits or actions at law or equity to which the City may be a party or which it may be interested; to provide legal advice to the City Manager, City Council and departments of the City; draft and review ordinances and resolutions on a wide variety of municipal affairs; and

WHEREAS, the office of the City Attorney consists of one full-time City Attorney and a part time assistant. The office of assistant City Attorney is vacant; and

WHEREAS, the City Attorney's office may be called upon to abate drug houses, become involved in complex civil litigation, redevelopment law, telecom issues and other unique and specialized areas of the law; and

WHEREAS, given the breadth of the scope and quantity of legal matters for which the office of City Attorney is responsible, it is necessary from time to time for the City Attorney to retain counsel and/or consultants with specialized legal knowledge; and

WHEREAS, the City Attorney's office is involved in matters sensitive and protected by attorney-client and attorney work product privileges; and

WHEREAS, the Municipal Code does not specifically authorize the City Attorney to execute retainer or other contracts to address the unique requirements of the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Attorney to execute and retain such specialized legal services and consultants necessary to address legal issues that may arise in the City Attorney's office.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of October, 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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager
Dana Morrison Associate Planner

DATE: October 1, 2020

**SUBJECT: ADOPTION OF A PERMANENT SMALL CELL WIRELESS
FACILITIES ORDINANCE (SEASIDE MUNICIPAL CODE -
CHAPTER 17.55) (SECOND READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Second Reading and Adoption of Small Cell Wireless Ordinance. The proposed ordinance would amend Chapter 17.55 to establish reasonable, uniform, and comprehensive standards and procedures for small cell wireless facilities deployment, construction, installation, collocation, modification, operation, relocation, and removal within the city's jurisdictional boundaries consistent with and to the extent permitted under federal and California State law. This ordinance will also address costs recovery associated with small cell wireless facility permit applications, including recouping fees for City-hired independent experts and outside consulting fees. The text amendments are exempt from the California Environmental Quality Act (CEQA) guidelines per section 15061(3).

BACKGROUND

Upon the expiration of Urgency Ordinance 1072, the City's existing zoning code will not explicitly address small wireless facilities. Accordingly, staff seeks to permanently add Chapter 17.55 to the Seaside Municipal Code to recognize small wireless facilities. The Chapter is intended to promote the community interest of protecting the City's visual character from potential adverse impacts from facilities while providing access to high quality advanced wireless technology for the City's residents, businesses, and visitors.

Planning Commission

On August 26, 2020, the Planning Commission held a duly noticed public hearing. At said hearing the Planning Commission reviewed and adopted a Resolution recommending approval of Small Cell Wireless Ordinance (Chapter 17.55), and associated fee schedule updates, to the City Council.

City Council

On September 17, 2020, the City Council reviewed and introduced the Small Cell Wireless Ordinance (Chapter 17.55), waiving its first reading at the duly noticed public meeting. The Council also reviewed the associated Resolution pertaining to Planning Department Fee Schedule updates, related to Small Cell Permits. The Ordinance is returning tonight for second reading and adoption; as well as adoption of the associated Fee Schedule Resolution is also being introduced for adoption.

ENVIRONMENTAL ASSESSMENT

The proposed code amendment is exempt from further environmental review in accordance with CEQA Guidelines section 15061(b)(3) because the it involves the adoption of regulations for small cell wireless facilities and does not directly or indirectly authorize or approve any actual physical changes in the environment.

SUMMARY/CONCLUSION

Staff recommends that the City Council conduct the second reading and adopt Small Cell Wireless Ordinance (Chapter 17.55) and the associated Resolution regarding updates to the Planning Department Fee Schedule.

FISCAL IMPACT

There is no fiscal impact for this item.

ATTACHMENTS

1. Attachment 1_ CC Ordinance_Small Cell_2nd Reading
 2. Attachment 2 (Exhibit A)_Chapter 17.55_2nd reading
 3. Attachment 3_CC Resolution_Fee Schedule_2nd reading
 4. Attachment 4 (Exhibit B)_ changes to Planning Dept fee schedule
-

ORDINANCE NO. XXXX**AN ORDINANCE OF THE CITY OF SEASIDE****ADDING CHAPTER 17.55 OF THE SEASIDE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR SMALL WIRELESS FACILITIES PURSUANT TO APPLICABLE FEDERAL LAWS AND ASSOCIATED UPDATES TO THE CITY'S FEE SCHEDULE****THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. Findings. On September 17, 2020, the City Council introduced an ordinance and waived its first reading of this Ordinance at a duly noticed public meeting. On October 15, 2020 the City Council returned for a second reading and considered the adoption of this Ordinance at a duly noticed public meeting and on the basis of the record thereof finds the following facts to be true.

a. Pursuant to Article XI, section 7 of the California Constitution and sections 36931 and following of the California Government Code, the City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

b. Significant changes in federal and State law that affect local authority over wireless communications facilities ("WCFs") have occurred, including but not limited to the following:

1. On August 2, 2018, the Federal Communications Commission ("FCC") adopted a declaratory ruling that prohibits state and local governments from adopting temporary moratoria on telecommunications infrastructure deployment; and
2. On September 26, 2018, the FCC adopted new rules that limit local authority to regulate "small wireless facilities" as that term is defined in 47 Code of Federal Regulations §1.6002(l); and
3. The FCC rules included a declaratory ruling and report and order, that, among other things, creates a new regulatory classification for small wireless facilities, requires State and local governments to process applications for small wireless facilities within 60 days or 90 days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition; and
4. The FCC rules became partially effective on January 14, 2019, and fully effective on April 15, 2019, would require the City of Seaside ("City") to review small cell applications consistent with the FCC's national standard for permissible local regulations; and
5. The FCC rules provide that a local small cell regulation causes an effective prohibition in violation of federal law unless the regulation is 1) reasonable; 2) no more burdensome than regulations imposed on similar infrastructure deployments; and 3) objective and published in advance; and
6. The FCC regulations mean that the City may not prohibit placement of small cells within the public right-of-way or on publicly-owned and operated utility poles but can prescribe reasonable standards for their placement and design; and
7. On December 10, 2018, the FCC clarified the effective dates for the rule, stating that the shot clock and fee regulations would go into effect on January 14, 2019, and the aesthetic regulations go into effect on April 15, 2019.

- c. Given the rapid and significant changes in federal and State law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with federal and state law, the City Council desires to add Seaside Municipal Code section 17.55, to allow greater flexibility and responsiveness to new federal and state laws in order to preserve the City's traditional authority to the maximum extent practicable (collectively, the "Amendments"); and
- d. The City is adopting a permanent Ordinance to establish reasonable, uniform and comprehensive standards and procedures for small cell wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City's jurisdictional boundaries consistent with and to the extent permitted under federal and California State law.
- e. The City of Seaside intends to establish reasonable, uniform and comprehensive standards and procedures for small cell wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City's jurisdictional boundaries, consistent with and to the extent permitted under federal and California state law. Such standards and procedures are intended to, and should be applied to, protect and promote public health, safety and welfare, and balance the benefits that flow from robust, advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City, its neighborhoods and community. It is also intended to reflect and promote the community interest by (1) ensuring that the balance between public and private interests is maintained; (2) protecting the City's visual character from potential adverse impacts and/or visual blight created or exacerbated by small wireless facilities and related communications infrastructure; (3) protecting and preserving the City's environmental resources; (4) protecting and preserving the City's public rights-of-way and municipal infrastructure located within the City's public rights-of-way; and (5) promoting access to high-quality, advanced wireless services for the County's residents, businesses and visitors.
- f. The Policies are not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally equivalent personal wireless services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; (6) impose any unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) otherwise authorize the County to preempt any applicable federal or California law.

SECTION 2. Adding Seaside Municipal Code Chapter 17.55 and Associated Fee Schedule Changes. A new section Chapter 17.55 is added to the Seaside Municipal Code as shown in Exhibit A. Small Cell Permit Fees are added to the Planning Department section of the Seaside 2020-21 Fee Schedule as shown in Exhibit B.

SECTION 3. Term. This Ordinance shall take effect and be in force immediately upon the passage and adoption hereof and implementation by the Agency shall take place no sooner than thirty (30) days following the date of the adoption of this ordinance

SECTION 4. CEQA Finding. The City Council finds there is no possibility the adoption of this Ordinance will have a significant effect on the environment. This Ordinance merely amends the Seaside Municipal Code to authorize the adoption of regulations related to WCFs. This Ordinance does not directly or indirectly authorize or approve any actual changes in the physical environment. Applications for any new WCF or change to an existing WCF would be subject to additional environmental review on a case-by-case basis. Accordingly, the City Council finds that this Ordinance would be exempt from CEQA Guidelines at Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

SECTION 6. Conflicts with Prior Ordinances. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

INTRODUCED, PASSED AND ADOPTED at a regular City Council meeting duly held on the 15th day of October, 2020 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

CHAPTER 17.55 SMALL CELL WIRELESS FACILITIES

SECTIONS:

17.55.010	PURPOSE AND INTENT
17.55.020	DEFINITIONS
17.55.030	APPLICABILITY; REQUIRED PERMITS AND APPROVALS
17.55.040	COSTS AND FEES
17.55.050	APPLICATION REQUIREMENTS
17.55.060	APPLICATION SUBMITTAL AND COMPLETENESS REVIEW
17.55.070	APPROVAL AND DENIALS; NOTICES
17.55.080	STANDARD CONDITIONS OF APPROVAL
17.55.090	LOCATION REQUIREMENTS
17.55.100	DESIGN STANDARDS

17.55.010. PURPOSE AND INTENT

- a) On September 27, 2018, the Federal Communications Commission ("FCC") adopted a *Declaratory Ruling and Third Report and Order*, FCC 18-133 (the "*Small Cell Order*"), in connection with two informal rulemaking proceedings entitled *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79, and *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, WC Docket No. 17-84. The regulations adopted in the *Small Cell Order* significantly curtail the local authority over wireless and wireline communication facilities reserved to State and local governments under sections 253 and 704 in the federal Telecommunications Act.
- b) The City of Seaside intends this Chapter to establish reasonable, uniform and comprehensive standards and procedures for small cell wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City's territorial boundaries, consistent with and to the extent permitted under federal and California state law. The standards and procedures contained in this Chapter are intended to and should be applied to, protect and promote public health, safety and welfare, and balance the benefits that flow from robust, advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City, its neighborhoods and community. This Chapter is also intended to reflect and promote the community interest by the following:
 - 1) ensuring that the balance between public and private interests is maintained;
 - 2) protecting the City's visual character from potential adverse impacts and/or visual blight created or exacerbated by small cell wireless facilities and related communications infrastructure;
 - 3) protecting and preserving the City's environmental resources;
 - 4) protecting and preserving the City's public rights-of-way and municipal infrastructure located within the City's public rights-of-way; and
 - 5) promoting access to high-quality, advanced wireless services for the City's

Residents and businesses and visitors.

c) This Chapter is not intended to, nor shall it be interpreted or applied to:

- 1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services;
- 2) prohibit or effectively prohibit any entity's ability to provide any telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management;
- 3) unreasonably discriminate among providers of functionally equivalent personal wireless services;
- 4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions;
- 5) prohibit any collocation or modification that the City may not deny under federal or California state law;
- 6) impose any unreasonable discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or
- 7) otherwise authorize the City to preempt any applicable federal or California law.

17.55.020. GENERAL DEFINITIONS

a) **Undefined Terms.** Undefined phrases, terms or words in this section will have the meanings assigned to them in 1 U.S.C. § 1, as may be amended or superseded, and, if not defined therein, will have their ordinary meanings. If any definition assigned to any phrase, term or word in this section conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control.

b) **Defined Terms.**

1. "antenna" means the same as defined by the FCC in 47 C.F.R. § 1.6002(b), as may be amended or superseded.
2. "arterial street" means a street designed to feed through-traffic to freeways, provide access to adjacent land uses - mostly at intersections - and feature traffic control measures. The term "arterial street" as used in this Chapter is defined in the City of Seaside General Plan, Circulation Element.
3. "collector street" means a street designed to provide access to adjacent land uses and feed local traffic to arterials. The term "collector street" as used in this Chapter includes collectors and residential collectors as defined in the City of Seaside General Plan, Circulation Element.
4. "collocation" means the same as defined by the FCC in 47 C.F.R. § 1.6002(9), as may be amended or superseded.

5. "Community Development Director" means the Community Development Director or his/her designee and shall be the City official responsible for reviewing applications for small cell permits and after Zoning Administrator permit approval, vested with the authority to make modifications to permit conditions as provided in this Chapter.
6. "concealed" or "concealment" means concealing techniques that integrate the transmission equipment into the surrounding natural and/or built environment such that the average, untrained observer cannot directly view the equipment but would likely recognize the existence of the wireless facility or concealment technique. Camouflaging concealment techniques include but are not limited to:
 - i. antennas mounted within a radome above a streetlight;
 - ii. equipment cabinets in the public rights-of-way painted or wrapped to match the background; and
 - iii. cables and wiring concealed within a shroud and/or routed internally through the support structure.
7. "decorative pole" means any pole that includes decorative or ornamental features, design elements and/or materials intended to enhance the appearance of the pole or the public rights-of-way in which the pole is located.
8. "FCC" means the Federal Communications Commission or its duly appointed successor agency.
9. "FCC Shot Clock" means the presumptively reasonable time frame within which the City generally must act on a given wireless application, as defined by the FCC and as may be amended and superseded.
10. "ministerial permit" means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City's jurisdiction. Ministerial permits may include, without limitation, any building permit, construction permit, electrical permit, encroachment permit, excavation permit, traffic control permit and/or any similar over-the-counter approval issued by the City's departments.
11. "personal wireless services" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded.
12. "personal wireless services facilities" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded.
13. "RF" means radio frequency or electromagnetic waves
14. "Section 6409" means Section 6409(a) of the Middle Class Tax Relief and Job

Creation Act 012012, Pub.- L No. 112-96, 126 Stat 156, codified as 47 U.S.C. '§ 1.455(a), as may be amended or superseded.

15. "small cell wireless facility" or "small cell wireless facilities" means the same as defined by the FCC in 47 C.F.R. § 1.6002 as may be amended or superseded.

16. "tower" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(9), as may be amended or superseded.

17. "Zoning Administrator" means the Community Development Director or his/her designee and shall be the City official responsible for conducting the public hearing and other duties as provided in this Chapter

17.55.030. APPLICABILITY; REQUIRED PERMITS AND APPROVALS

- a) **Applicable Facilities.** Except as expressly provided otherwise in this Chapter, the provisions in this Chapter shall be applicable to all existing small cell wireless facilities and all applications and requests for authorization to construct, install, attach, operate, collocate, modify, reconstruct, relocate, remove or otherwise deploy small cell wireless facilities within the public rights-of-way or on private property within the City's jurisdictional and territorial boundaries.
- b) **Small Cell Permit.** A "small cell permit," **(assessed as a Minor Use Permit under the Planning Department Fee Schedule)** subject to the Community Development Director's prior review and approval, is required for any small cell wireless facility proposed on an existing, new or replacement structure.
- c) **Request for Approval Pursuant to Section 6409.** Notwithstanding anything in the Chapter to the contrary, requests for approval to collocate, replace or remove transmission equipment at an existing wireless tower or base station submitted pursuant to Section 6409 will be subject to the current FCC rules and regulations "eligible facilities requests" as defined by FCC and as may be amended or superseded.
- d) **Other Permits and Approvals.** In addition to a small cell permit, the applicant must obtain all other permits and regulatory approvals as may be required by any other federal, state or local government agencies, which includes without limitation any ministerial permits and/or other approvals issued by other City departments or divisions. All applications for ministerial permits submitted in connection with a proposed small wireless facility must contain a valid small cell permit issued by the City for the proposed facility. Any application for any ministerial permit(s) submitted without such small cell permit may be denied without prejudice. Furthermore, any small cell permit granted under this Chapter shall remain subject to all lawful conditions and/or legal requirements associated with such other permits or approvals.

17.55.040. FEES AND COSTS

- a) **Fees and Deposits Submitted with Application(s).** For all Small Cell Wireless Facility applications, application fee(s) shall be required to be submitted with any application, as established by City Council resolution and in accordance with California Government Code Section 50030. Notwithstanding the foregoing, no application fee shall be refundable, in whole or in part, to an applicant for a Small Cell Wireless Facility unless paid as a refundable deposit.
- b) **Costs.** Reasonable costs of city staff, consultant and attorney time (including that of the city attorney) pertaining to the review, processing, noticing and hearing procedures directly attributable to a Small Cell Wireless Facility shall be reimbursable to the City. To this end, the Community Development Director, as applicable, may require applicants to enter a trust/deposit reimbursement agreement, in a form approved by the city attorney, or other established trust/deposit accounting mechanism for purposes of obtaining an applicant deposit from which the direct costs of City processing of an application may be drawn-down.
- c) **Independent Expert.** The City Council authorizes the Community Development Director to, in the Director's discretion, select and retain an independent consultant with specialized training, experience and/or expertise in telecommunications issues satisfactory to the Community Development Director in connection with any permit application. The Community Development Director may request an independent consultant review on any issue that involves specialized or expert knowledge in connection with wireless facilities deployment or permit application for wireless facilities which include without limitation:
- **permit application completeness and/or accuracy , including performing a drive test or other form of reception testing to determine whether the proposed facility is necessary to achieve the applicant's objectives as may be required in order to determine the necessity of an exception;**
 - **pre-construction planned compliance with applicable regulation human exposure to RF emissions;**
 - **post-construction actual compliance with applicable regulations for human exposure to RF emissions;**
 - **whether and to what extent a proposed project will comply with applicable laws;**
 - **the applicability, reliability, and/or sufficiency of any information analyses or methodologies used by the applicant to reach any conclusion about any issue with the City's discretion to review; and**
 - **any other issue identified by the Directory that requires expert or specialized knowledge, including without limitation any issues related to an exception requested by the applicant**

Until such a time as the City hires staff possessing specialized expertise described in this paragraph, the City generally may be required to hire an independent consultant in connection with any application. The Community Development Director may request that the independent consultant prepare written report, testify at public meetings, hearings and/or appeals and attend meetings with City staff and/or the applicant.

Subject to applicable law, in the event that the Community Development Director elects to retain an independent consultant in connection with any permit application, the applicant shall be responsible for the reasonable costs in connection with the services provided, which may include without limitation any costs incurred by the independent consultant to attend and participate in any meetings or hearings. Before the independent consultant may provide any services, the applicant shall tender to the City a deposit in an amount equal to the estimated cost for the services to be provided.

The Community Development Director may request additional deposits as reasonably necessary to ensure sufficient funds are available to cover the reasonable costs in connection with the independent consultant's services. In the event that the deposit exceeds the total costs for consultant's services the Community Development Director shall promptly return any unused funds to the applicant after the wireless facility has been installed and passes a final inspection by the Community Development Director or his/her designee. In the event that the reasonable costs for the independent consultant's services exceed the deposit, the Community Development Director shall invoice the applicant for the balance. The City shall not issue any construction or encroachment permit to any applicant with any unpaid deposit requests or invoices.

17.55.050. APPLICATION REQUIREMENTS

- a) **Small Cell Permit Application Contents.** All applications for a small cell permit must include all the information and materials required in this **Section 17.55.050(a)**.
 - 1) **Application Form.** The applicant shall submit a complete, duly executed small cell permit application on the then-current form prepared by the Community Development Director.
 - 2) **Application Fee.** The applicant shall submit the applicable small cell permit application fee established **as equivalent to a Minor Use Permit**. Batched applications must include the applicable small cell permit application fee for each small cell wireless facility in the batch. If no small cell permit application fee has been established, then the applicant must submit a signed written statement that acknowledges that the applicant will be required to reimburse the City for its reasonable costs incurred in connection with the application within 10 days after the City issues a written demand for reimbursement.

- 3) **Construction Drawings.** The applicant shall submit true and correct construction drawings, prepared, signed and stamped by a California licensed or registered engineer, that depict all the existing and proposed improvements, equipment and conditions related to the proposed project, which includes without limitation any and all poles, posts, pedestals, traffic signals, towers, streets, sidewalks, pedestrian ramps, driveways, curbs, gutters, drains, handholds, manholes, fire hydrants, equipment cabinets, antennas, cables, trees and other landscape features. The construction drawings must:
- i. contain cut sheets that contain the technical specifications for all existing and proposed antennas and accessory equipment, which includes without limitation the manufacturer, model number and physical dimensions;
 - ii. identify all structures within 500 feet from the proposed project site and call out such structures' overall height above ground level;
 - iii. the weight of all structures, antennae and other equipment placed upon the poles;
 - iv. depict the applicant's plan for electric and data backhaul utilities, which shall include the locations for all conduits, cables, wires, hand-holes, junctions, transformers, meters, disconnect switches, and points of connection; and
 - v. demonstrate that proposed project will be in full compliance with all applicable health and safety laws, regulations or other rules, which includes without limitation all building codes, electric codes, local street standards and specifications, and public utility regulations and orders.
- 4) **Site Survey.** For any small cell wireless facility; the applicant shall submit a survey prepared, signed and stamped by a California licensed or registered engineer. The survey must identify and depict all existing boundaries, encroachments and other structures within 50.0 feet from the proposed project site, which includes without limitation all:
- i. traffic lanes;
 - ii. all private properties and property lines;
 - iii. above and below-grade utilities and related structures and encroachments;
 - iv. fire hydrants, roadside call boxes and other public safety infrastructure;
 - v. streetlights, decorative poles, traffic signals and permanent signage;
 - vi. sidewalks, driveways, parkways, curbs, gutters and storm drains;
 - vii. benches, trash cans, mailboxes, kiosks and other street furniture; and
 - viii. existing trees, planters and other landscaping features.
- 5) **Photo Simulations.** The applicant shall submit site photographs and photo simulations that show the existing location and proposed small cell wireless facility in context from at least three vantage points within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed

site location and the photo location for each vantage point. At least one simulation must depict the small cell wireless facility from a vantage point approximately 50 feet from the proposed support structure or location.

- 6) **Project Narrative and Justification.** The applicant shall submit a written statement that explains in plain factual detail whether and why the proposed wireless facility qualifies as a "small cell wireless facility" as defined by the FCC in 47 C.F.R. § 1.6002(/). A complete written narrative analysis will state the applicable standard and all the facts that allow the City to conclude the standard has been met-bare conclusions not factually supported do not constitute complete written analysis. As part of the written statement the applicant must also include (i) whether and why the proposed support is a "structure" as defined by the FCC in 47 C.F.R. § 1.6002(m); and (ii) whether and why the proposed wireless facility meets each required finding for a small cell permit as provided in **Section 17.55.070(c)**.
- 7) **RF Compliance Report.** The applicant shall submit an RF exposure compliance report that certifies that the proposed small cell wireless facility, as well as any collocated wireless facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must be prepared and certified by an RF engineer acceptable to the City. The RF report must include the actual frequency and power levels (in watts effective radiated power) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.
- 8) **Public Notices.** The applicant shall reimburse the City for the cost of preparing and mailing and posting public notices.
- 9) **Regulatory Authorization.** The applicant shall submit evidence of the applicant's regulatory status under federal and California law to provide the services and construct the small cell wireless facility proposed in the application.
- 10) **Pole License Agreement.** For any small cell wireless facility proposed to be installed on any structure owned or controlled by the City and located within the public rights-of-way, the applicant shall submit an executed Pole License Agreement on a form prepared by the City that states the terms and conditions for such non-exclusive use by the applicant. At a minimum, the Pole License Agreement shall address equipment loading maximums and other public and emergency safety requirements. No changes shall be permitted to the City's Pole License Agreement except as may be indicated on the form itself. Any unpermitted changes to the City's Agreement shall be deemed a basis to deem

the application incomplete. Refusal to accept the terms and conditions in the City's Agreement shall be an independently sufficient basis to deny the application.

11) **Title Report and Property Owner's Authorization.** For any small cell wireless facility proposed to be installed on any private property not owned or controlled by the City, the applicant must submit:

- i. a title report issued within 30 days from the date the applicant filed the application; and
- ii. if the applicant is not the property owner, a written authorization signed by the property owner identified in the title report that authorizes the applicant to submit and accept a small cell permit in connection with the subject property. For any small cell wireless facility proposed to be installed on a support structure in the public right-of-way, the applicant must submit a written authorization from the support structure owner(s).

12) **Acoustic Analysis.** The applicant shall submit an acoustic analysis prepared and certified by an engineer licensed by the State of California for the proposed small cell wireless facility and all associated equipment including all environmental control units, sump pumps, temporary backup power generators and permanent backup power generators demonstrating compliance with the City's noise regulations. The acoustic analysis must also include an analysis of the manufacturers' specifications for all noise-emitting equipment and a depiction of the proposed equipment relative to all adjacent property lines. In lieu of an acoustic analysis, the applicant may submit evidence from the equipment manufacturer(s) that the ambient noise emitted from all the proposed equipment will not, both individually and cumulatively, exceed the applicable noise limits.

b) **Additional Requirements.** The City Council authorizes the Community Development Director to develop, publish and from time to time update or amend permit application requirements, forms, checklists, guidelines, informational handouts and other related materials that the Community Development Director finds necessary, appropriate or useful for processing any application governed under this Chapter. All such requirements and materials must be in written form and publicly available to all interested parties.

17.55.060. APPLICATION SUBMITTAL AND COMPLETENESS REVIEW

a) **Requirements for a Duly Filed Application.** Any application for a small cell permit will not be considered duly filed unless submitted in accordance with the requirements in **Section 17.55.060(a)**.

1) **Submittal Appointment.** All applications must be submitted to the City at a pre-scheduled appointment with the Community Development Director. Potential applicants may generally submit one application per appointment, or up to five individual applications per appointment for batched applications as provided in **Section 17.55.060(d)** Potential applicants may schedule successive appointments

for multiple applications whenever feasible and not prejudicial to other applicants for any other development project. The Community Development Director shall use reasonable efforts to offer an appointment within five working days after the Community Development Director receives a written request from a potential applicant. Any purported application received without an appointment, whether delivered in-person, by mail or through any other means, will not be considered duly filed, whether the City retains, returns or destroys the materials received.

- 2) **Pre-Submittal Conferences.** The City strongly encourages, but does not require, potential applicants to schedule and attend a pre-submittal conference with the Community Development Director for all proposed projects that involve small cell wireless facilities. A voluntary pre-submittal conference is intended to streamline the review process through informal discussion between the potential applicant and staff that includes, without limitation, the appropriate project classification and review process; any latent issues in connection with the proposed project, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other City departments responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, potential applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such draft applications or other materials may be incomplete or unacceptable. The Community Development Director shall use reasonable efforts to provide the potential applicant with an appointment within five working days after receiving a written request and any applicable fee or deposit to reimburse the City for its reasonable costs to provide the services rendered in the pre-submittal conference.
- b) **Applications Deemed Withdrawn.** To promote efficient review and timely decisions, and to mitigate unreasonable delays or barriers to entry caused by chronically incomplete applications, any application governed under this Chapter will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the Community Development Director within 60 calendar days after the Community Development Director deems the application incomplete in a written notice to the applicant. As used in this **Section 17.55.060(c)** a "substantive response" must include the materials identified as incomplete in the Community Development Director's notice.
 - c) **Batched Applications.** Applicants may submit up to five individual applications for a small cell permit in a "batch" to be reviewed together at the same time; provided, however, that:
 - 1) all small cell wireless facilities in a batch must be proposed with substantially the same equipment in the same configuration on the same support structure type;
 - 2) each application in a batch must meet all the requirements for a complete

application, which includes without limitation the application fee for each application in the batch;

- 3) if any individual application within a batch is deemed incomplete, the entire batch shall be automatically deemed incomplete;
- 4) if any application is withdrawn or deemed withdrawn from a batch, all other applications in the entire batch shall be automatically deemed withdrawn; and
- 5) if any application in a batch fails to meet the required findings for approval, the entire batch shall be denied in the manner described in **Section 17.55.070(e)**.

- d) **Additional Procedures.** The City Council authorizes the Community Development Director to establish other reasonable rules and regulations for duly filed applications, which may include without limitation regular hours for appointments with applicants, as the Community Development Director deems necessary or appropriate to organize, document and manage the application intake process. All such rules and regulations must be in written form and publicly stated to provide all interested parties with prior notice.

17.55.070. APPROVALS AND DENIALS; NOTICES

- a) **Public Notice.** Within approximately 10 days after an application is received and prior to any approval, conditional approval or denial, the City shall mail public notice to all properties and record owners of properties within 300 feet from the project site. The notice shall also be posted in a publicly accessible area in or within close proximity to the proposed physical location of any facility. The notice must contain:

- 1) a general project description;
- 2) the applicant's identification and contact information as provided on the application submitted to the City;
- 3) contact information for the Community Development Director for interested parties to submit comments;
- 4) a statement that the Zoning Administrator will act on the application at a public hearing but that any interested person or entity may appeal the Zoning Administrator's decision directly to the City Council; and
- 5) a general statement that the FCC requires the City to take final action on small cell applications within 60 days or 90 days, depending on the nature of the proposed facility.

- b) **Administrative Review.** Not less than 10 calendar days after the public notice required in **Section 17.55.070(a)** sent, and not more than 29 calendar days after the application has been deemed complete, the Zoning Administrator shall approve, conditionally approve or deny a complete and duly filed small cell permit application at a public hearing.

- c) **Required Findings.** The Zoning Administrator may approve or conditionally approve a complete and duly filed application for a small cell permit when the Zoning Administrator finds:

- 1) the proposed project meets the definition for a "small cell wireless facility" as

defined by the FCC;

- 2) the proposed project would be in the most preferred location within 750 feet from the proposed site in any direction or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred location(s) within 750 feet would be technically infeasible;
- 3) the proposed project would not be located on a prohibited support structure identified in this Chapter;
- 4) the proposed project would be on the most preferred support structure within 750 feet from the proposed site in any direction or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred support structure(s) within 750 feet would be technically infeasible;
- 5) the proposed project complies with all applicable design standards in this Chapter;
- 6) the applicant has demonstrated that the proposed project will be in planned compliance with all applicable FCC regulations and guidelines for human exposure to RF emissions; and
- 7) all public notices required for the application have been given.

- d) **Conditional Approvals; Denials without Prejudice.** Subject to any applicable federal or California laws, nothing in this Chapter is intended to limit the Zoning Administrator's ability to conditionally approve or deny without prejudice any small cell permit application as may be necessary or appropriate to ensure compliance with this Chapter.
- e) **Decision Notices.** Within five calendar days after the Zoning Administrator acts on a small cell permit application, the Zoning Administrator shall notify the applicant and all parties entitled to receive notice of the application by written notice. If the Zoning Administrator denies the application (with or without prejudice), the written notice must contain the reasons for the decision.
- f) **Appeals.** Any interested person or entity may appeal the decision by the Zoning Administrator to the City Council. Appeals must be filed within seven days after the date of the Zoning Administrator's decision; provided, however, that appeals from an approval shall not be permitted when based solely on the environmental effects from radio frequency emissions that are compliant with applicable FCC regulations and guidelines. The notice of appeal must contain a short and plain statement of the basis for the appeal, which may be supplemented after the notice period has expired but before the hearing. The City Council shall hear appeals *de novo* and issue the applicant a written decision within five (5) calendar days after the date of the public hearing.

17.55.080. STANDARD CONDITIONS OF APPROVAL

- a) **General Conditions.** In addition to all other conditions adopted by the Zoning Administrator for a small cell permit, all small cell permits issued under this Chapter shall be automatically subject to the conditions in this **Section 17.55.080(a)**.

- 1) **Permit Term.** This permit will automatically expire 10 years and one day from its issuance unless California Government Code § 65964(b) authorizes the City to establish a shorter term for public safety reasons. Any other permits or approvals issued in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.
- 2) **Permit Renewal.** Within one (1) year before the expiration date of this permit, the permittee may submit an application for permit renewal. To be eligible for administrative review and renewal, the permittee must demonstrate that (a) the subject wireless facility is in compliance; with all the conditions of approval associated with this permit and all applicable provisions in the Seaside Municipal Code and this Chapter that exist at the time the decision to renew the permit would be rendered. The Community Development Director shall have discretion to modify or amend the conditions of approval for permit renewal on a case-by-case basis as may be necessary or appropriate to protect and promote the public health, safety and welfare, allow for the proper operation of the approved wireless facility, maintain compliance with applicable laws and/or to advance the goals or policies in the General Plan and any specific plan, the Seaside Municipal Code and/or this Chapter. Upon renewal, this permit will automatically expire 10 years and one day from its issuance, except when California Government Code § 65964 and (b), as may be amended or superseded in the future, authorizes the City to establish shorter term for public safety reasons.
- 3) **Post Installation Certification.** Within 60 calendar days after the permittee commences full, unattended operations of a small cell wireless facility approved or deemed-approved, the permittee shall provide the Community Development Director with documentation reasonably acceptable to the Community Development Director that the small cell wireless facility has been installed and/or constructed in strict compliance with the approved construction drawings and Photo simulations. Such documentation shall include without limitation as-built drawings, GIS data and site photographs.
- 4) **Build-Out Period.** This small cell permit will automatically expire six (6) months from the approval date (the "build-out period") unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved small cell wireless facility, which includes without limitation any permits or approvals required by the any federal, state or local public agencies with jurisdiction over the subject property, the small cell wireless facility or its use. If this build-out period expires, the City will not extend the build-out period but the permittee may resubmit a complete application, including all application fees, for the same or substantially similar project.
- 5) **Site Maintenance.** The permittee shall keep the site, which includes

without limitation any and all improvements, equipment, structures, access routes, fences and landscape features, in a neat, clean and safe condition in accordance with the approved construction drawings and all conditions in this small cell permit. The permittee shall keep the site area free from all litter and debris at all times. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within 48 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.

- 6) **Compliance with Laws.** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("laws") applicable to the permittee, the subject property, the small cell wireless facility or any use or activities in connection with the use authorized in this small cell permit, which includes without limitation any laws applicable to human exposure to RF emissions. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all laws. No failure or omission by the City to timely notice, prompt or enforce compliance with any applicable provision in the Seaside Municipal Code, this Chapter any permit, any permit condition or any applicable law or regulation, shall be deemed to relieve, waive or lessen the permittee's obligation to comply in all aspects with all applicable provisions in the Seaside Municipal Code, this Chapter, any permit, any permit condition or any applicable law or regulation.
- 7) **Adverse Impacts on Other Properties.** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities on or about the site. The permittee shall not, perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during normal construction work hours authorized by the Seaside Municipal Code. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare a state of emergency within the City. The Community Development Director and/or the Public Works Director may issue a stop work order for any activities that violates this condition in whole or in part.
- 8) **Inspections; Emergencies.** The permittee expressly acknowledges and agrees that the City's officers, officials, staff, agents, contractors or other designees may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the permittee. Notwithstanding the prior sentence,

the City's officers, officials, staff, agents, contractors or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff or other designees while any such inspection or emergency access occurs.

- 9) **Permittee's Contact Information.** Within 10 days from the final approval, the permittee shall furnish the City with accurate and up-to-date contact information for a person responsible for the small cell wireless facility, which includes without limitation such person's full name, title, direct telephone number, mailing address and email address. The permittee shall keep such contact information up-to-date at all times and promptly provide the City with updated contact information if either the responsible person or such person's contact information changes.
- 10) **Indemnification.** The permittee and, if applicable, the property owner upon which the small cell wireless facility is installed shall defend, indemnify and hold harmless the City, City Council and the City's boards, commissions, agents, officers, officials, employees and volunteers (collectively, the "indemnitees") from any and all
 - i. damages, liabilities, injuries, losses, costs and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("claims") brought against the indemnitees to challenge, attack, seek to modify, set aside, void or annul the City's approval of this small cell permit, and
 - ii. other claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees' or customers' acts or omissions in connection with this small cell permit or the small cell wireless facility.

In the event the City becomes aware of any claims, the City will use best efforts to promptly notify the permittee and the private property owner (if applicable) and shall reasonably cooperate in the defense. The permittee expressly acknowledges and agrees that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the property owner and/or permittee (as applicable) shall promptly reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee expressly acknowledges and agrees that the permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this small cell permit, and that such indemnification obligations will survive the expiration, revocation or other termination of this small cell permit.

- 11) **Performance Bond.** Before the Building Division issues any permits required to commence construction in connection with this permit, the permittee shall post a

performance bond from a surety and in a form acceptable to the Community Development Director in an amount reasonably necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contract or with experience in wireless facilities removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings and foundations, whether above ground or below ground, constructed or installed in connection with the wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable laws. In establishing or adjusting the bond amount required under this condition, and in accordance with California government Code §65964(a), the Community Development Director shall take into consideration any information provided by the permittee regarding the cost to remove the wireless facility to a standard compliant with applicable laws. The performance bond shall expressly survive the duration of the permit term to the extent required to effectuate a complete removal of the subject wireless facility in accordance with this condition.

12)**Permit Revocation.** Any permit granted under this Chapter may be revoked in accordance with the provisions and procedures in this condition. The Community Development Director may initiate revocation proceedings when the Community Development Director has information that the facility may not be in compliance with all applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Before the Zoning Administrator may conduct a public hearing to revoke any permit granted under this Chapter, the Community Development Director must issue a written notice to the permittee that specifies the following:

- i. the facility;
- ii. the violation(s) to be corrected;
- iii. the timeframe in which the permittee must correct such violation(s); and
- iv. that, in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s).

The Zoning Administrator's decision may be appealed to the City Council after a duly noticed public hearing. The City Council may revoke a permit when it finds substantial evidence in the written record to show that the facility is not in compliance with any applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Any decision by the City Council to revoke or not revoke a permit shall be final and not subject to any further appeals. Within five business days after the City Council adopts a resolution to revoke a permit, the Community Development Director shall provide the permittee with a written notice that specifies the revocation and the reasons for such revocation.

13)**Record Retention.** Throughout the permit term, the permittee must maintain a

complete and accurate copy of the written administrative record, which includes without limitation the small cell permit application, small cell permit, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval, any ministerial permits or approvals issued in connection with this approval and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the small cell permit (collectively, "records"). If the permittee does not maintain such records as required in this condition, any ambiguities or uncertainties that would be resolved by inspecting the missing records will be construed against the permittee. The permittee shall protect all records from damage from fires, floods and other hazards that may cause deterioration. The permittee may keep records in an electronic format; provided, however, that hard copies or electronic records kept in the City's regular files will control over any conflicts between such City-controlled copies or records and the permittee's electronic copies, and complete originals will control over all other copies in any form. The requirements in this condition shall not be construed to create any obligation to create or prepare any records not otherwise required to be created or prepared by other applicable laws. Compliance with the requirements in this condition shall not excuse the permittee from any other similar record-retention obligations under applicable law.

- 14)**Abandoned Wireless Facilities.** The small cell wireless facility authorized under this small cell permit shall be deemed abandoned if not operated for any continuous six-month period. Within 90 days after a small cell wireless facility is abandoned or deemed abandoned, the permittee and/or property owner shall completely remove the small cell wireless facility and all related improvements and shall restore all affected areas to a condition compliant with all applicable laws, which includes without limitation the Seaside Municipal Code. In the event that neither the permittee nor the property owner complies with the removal and restoration obligation under this condition within said 90-day period, the City shall have the right (but not the obligation) to perform such removal and restoration with, or without notice, and the permittee and property owner (where private property) shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities.
- 15)**Landscaping.** At the discretion of the Community Development Director, the permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site, or pay a fee to the City's Urban Forestry Fund if replacement landscaping is not feasible or desired at the location. If any trees are damaged or displaced, the permittee shall replace landscaping as determined by the City's unless approved by the City's arborist. Only International Society of Arboriculture certified workers under the supervision of a licensed arborist shall be used to install the replacement tree(s). Any replacement tree must be substantially the same size as the damaged tree unless approved by the City's arborist. The permittee shall, at all times, be responsible to maintain any replacement landscape features.

16) **Cost Reimbursement.** The permittee acknowledges and agrees that:

- i. the permittee's request for authorization to construct, install and/or operate the wireless facility will cause the City to incur costs and expenses;
- ii. the permittee shall be responsible to reimburse the City for all costs incurred in connection with the permit, which includes without limitation costs related to application review, permit issuance, site inspection and any other costs reasonably related to or caused by the request for authorization to construct, install and/or operate the wireless facility;
- iii. any application fees required for the application may not cover all such reimbursable costs and that the permittee shall have the obligation to reimburse City for all such costs 10 days after a written demand for reimbursement and reasonable documentation to support such costs; and
- iv. the City shall have the right to withhold any permits or other approvals in connection with the wireless facility until and unless any outstanding costs have been reimbursed to the City by the permittee.

b) **Conditions for Small Cell Wireless Facilities in the Public Rights-of-Way.** In addition to all conditions in subsection (a), all small cell permits for small cell wireless facilities in the public rights-of-way issued under this Chapter shall be automatically subject to the conditions in this **Section 17.55.080(b)**.

- 1) **Future Undergrounding Programs.** Notwithstanding any term remaining on any small cell permit, if other utilities or communications providers in the public rights-of-way underground their facilities in the segment of the public rights-of-way where the permittee's small cell wireless facility is located, the permittee must also underground its equipment, except the antennas and any approved electric meter, at approximately the same time. Accessory equipment such as radios and computers that require an environmentally controlled underground vault to function shall not be exempt from this condition. Small cell wireless facilities installed on utility poles that will be removed pursuant to the undergrounding program may be reinstalled on a streetlight that complies with the City's standards and specifications. Such undergrounding shall occur at the permittee's sole cost and expense except as may be reimbursed through tariffs approved by the state public utilities commission for undergrounding costs.
- 2) **Electric Meter Upgrades.** If the commercial electric utility provider adopts or changes its rules obviating the need for a separate or ground-mounted electric meter and enclosure, the permittee on its own initiative and at its sole cost and expense shall remove the separate or ground-mounted electric meter and enclosure. Prior to removing the electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

3) **Rearrangement and Relocation.** The permittee acknowledges that the City, in its sole discretion and at any time, may:

- i. change any street grade, width or location;
- ii. add, remove or otherwise change any improvements in, on, under or along any street owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunications; and/or
- iii. perform any other work deemed necessary, useful or desirable by the City (collectively, "City work").

The City reserves the rights to do any and all City work without any admission on its part that the City would not have such rights without the express reservation in this small cell permit. If the Public Works Director determines that any City work will require the permittee's small cell wireless facility located in the public rights-of-way to be rearranged and/or relocated, the permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the permittee fails or refuses to either permanently or temporarily rearrange and/or relocate the permittee's small cell wireless facility within a reasonable time after the Public Works Director's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at the permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate the permittee's small cell wireless facility without prior notice to permittee when the Public Works Director determines that the City work is immediately necessary to protect public health or safety. The permittee shall reimburse the City for all costs and expenses in connection with such work within 10 days after a written demand for reimbursement and reasonable documentation to support such costs.

17.55.090. LOCATION REQUIREMENTS

- a) **Preface to Location Requirements.** This subsection (a) provides guidance as to how to interpret and apply the location requirements in this **Section 17.55.090**. To better assist applicants and decision makers understand and respond to the community's aesthetic preferences and values, subsections (b) (c), (d) and (e) set out listed preferences for locations and support structures to be used in connection with small cell wireless facilities in ordered hierarchies. Applications that involve lesser- preferred locations or structures may be approved so long as the applicant demonstrates that either (1) no more preferred locations or structures exist within 750 feet from the proposed site; or (2) any more preferred locations or structures within 750 feet from the proposed site would be technically infeasible as supported by clear and convincing evidence in the written record. Subsection (f) identifies "prohibited" support structures on which the City shall not approve any small cell permit application for any competitor or potential competitor.

b) **Locations in the Public Rights-of-Way.** The City prefers small cell wireless facilities in the public rights-of-way to be installed in locations, ordered from most preferred to least preferred, as follows:

- 1) locations within areas designated as any of the land use categories listed in the General Plan under the "Commercial," "Mixed Use," categories, on or along arterial streets as defined and mapped in the General Plan;
- 2) locations within areas designated as any of the land use categories listed in the General Plan under the "Commercial," "Mixed Use," or "Open Space Recreation" categories (except where in or adjacent to public parks and Open Space Recreation areas), on or along collector streets as defined and mapped in the General Plan; locations within areas designated as any of the land use categories listed in the General Plan under the "Commercial," "Mixed Use," or "Open Space Recreation" categories (except where in or adjacent to public parks and Open Space Recreation areas), on or along local streets as defined and mapped in the General Plan;
- 3) locations within or adjacent to public parks and Open Space Recreation areas, or areas designated "Institutional" in the General Plan, on or along arterial, collector or local streets as defined and mapped in the General Plan;
- 4) locations within the West Broadway Urban Village Specific Plan Area;
- 5) any location within any non-residential or mixed-use Specific Plan land use designation
- 6) locations within areas the General Plan Under the "Residential" category, on or along arterial streets as defined and mapped in the General Plan;
- 7) locations within areas designated as any of the land use categories listed in the General Plan under the "Residential" category, on or along collector streets defined and mapped in the General Plan; and
- 8) locations within areas designated as any of the land use categories listed in the General Plan under the "Residential" category, on or along local streets as defined and mapped in the General Plan.

c) **Locations Outside the Public Rights-of-Way.** The City prefers small cell wireless facilities outside the public rights-of-way to be installed in locations, ordered from most preferred to least preferred, as follows:

- 1) locations within areas designated as any of the land use categories listed in the General Plan under the "Commercial," "Mixed Use," or "Open Space Recreation" categories (except within any public park or Open Space Recreation areas);
- 2) locations within areas designated "Institutional" in the General Plan; within the West Broadway Urban Village Specific Plan Area, any location within any non-residential or mixed-use Specific Plan land use designation;
- 3) locations within areas designated as any of the land use categories listed in the General Plan under the "Residential" category;
- 4) locations within any public park or Open Space Recreation area;

- 5) locations within the West Broadway Urban Village Specific Plan Area; and
 - 6) locations within residential Specific Plan land use designations.
- d) **Support Structures in the Public Rights-of-Way.** The City prefers small cell wireless facilities to be installed on support structures in the public rights-of-way, ordered from most preferred to least preferred, as follows:
- 1) existing or replacement metal or composite streetlight or utility poles;
 - 2) new, non-replacement metal or composite streetlight poles;
 - 3) new, non-replacement poles for small cell wireless facilities;
 - 4) existing or replacement wood utility or streetlight poles.
- e) **Support Structures Outside the Public Rights-of-Way.** The City prefers small cell wireless facilities to be installed on support structures outside of the public rights-of-way, ordered from most preferred to least preferred as follows:
- 1) existing, non-historic buildings, or other non-tower structures previously approved for use as a support structure for personal wireless service facilities;
 - 2) other existing, non-historic buildings, or other non-tower structures;
 - 3) existing or replacement utility poles or towers;
 - 4) new, non-replacement towers for small cell wireless facilities; and
 - 5) existing historic buildings.
- f) **Prohibited Support Structures.** The City prohibits small cell wireless facilities to be installed on the following support structures, whether located in the public rights-of-way or not: decorative poles and decorative streetlights; traffic signals, signs, poles, cabinets and related devices; new, non-replacement wood poles.

17.55.100. DESIGN STANDARDS

a) General Standards

- 1) **Noise.** Small cell wireless facilities and all accessory equipment and transmission equipment must comply with all applicable noise control standards and regulations in Seaside Municipal Code Chapter 17.30.060, as either may be amended or superseded, and shall not exceed, either on an individual or cumulative basis.
- 2) **Lights.** Small cell wireless facilities shall not include any lights that would be visible from publicly accessible areas, except as may be required under Federal Aviation Administration, FCC, other applicable regulations for health and safety. All equipment with lights (such as indicator or status lights) must be installed in locations and within enclosures that mitigate illumination impacts visible from publicly accessible areas. The provisions in this subsection shall not be interpreted or applied to prohibit installations on streetlights or luminaires installed on new or replacement poles as may be required under this Chapter.
- 3) **Landscape Features.** At the discretion of the Community Development Director,

the permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site, or pay a fee to the City's Urban Forestry Fund if replacement landscaping is not feasible or desired at the location. If any trees are damaged or displaced, the permittee shall replace landscaping as determined by the City's arborist. Only International Society of Arboriculture certified workers under the supervision of a licensed arborist shall be used to install the replacement tree(s). Any replacement tree must be substantially the same size as the damaged tree unless approved by the City's arborist. The permittee shall, at all times, be responsible to maintain any replacement landscape features.

- 4) **Site Security Measures.** Small cell wireless facilities may incorporate reasonable and appropriate site security measures, such as locks and anti-climbing devices, to prevent unauthorized access, theft or vandalism. The Community Development Director shall not approve any barbed wire, razor ribbon, electrified fences or any similarly dangerous security measures. All exterior surfaces on small cell wireless facilities shall be constructed from or coated with graffiti-resistant materials.
- 5) **Signage Advertisements.** All small cell wireless facilities must include signage that accurately identifies the site owner/operator, the owner/operator's site name or identification number and a toll free number to the owner/operator's network operations center. Small cell wireless facilities may not bear any other signage or advertisements unless expressly approved by the City, required by law or recommended under FCC, Occupational Safety and Health Administration or other United States governmental agencies for compliance with RF emissions regulations.
- 6) **Compliance with Health and Safety Regulations.** All small cell wireless facilities shall be designed, constructed, operated and maintained with all generally applicable health and safety regulations which includes without limitation all applicable regulations for human exposure to RF emissions and compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*).

b) **Small Cell Wireless Facilities in the Public Right-of-Way.**

- 1) **Overall Height.** Small cell wireless facilities may not exceed either (A) the minimum separation from electrical lines required by applicable safety regulations, plus four feet or (B) four feet above the existing support structure.
- 2) **Antennas.**
 - i. **Concealment.** All antennas and associated mounting equipment, hardware, cables or other connectors must be completely concealed within an opaque antenna shroud or radome. The antenna shroud or radome must be painted a flat, non-reflective color to match the underlying support

structure.

- ii. **Antenna Volume.** Each individual antenna may not exceed three cubic feet in volume and all antennas may not exceed six cubic feet in volume.

3) **Accessory Equipment.**

- i. **Installation Preferences.** All non-antenna accessory equipment shall be installed in accordance with the following preferences, ordered from most preferred to least preferred:

1. underground in any area in which the existing utilities are primarily located underground;
2. on the pole or support structure; or
3. integrated into the base of the pole or support structure. Applications that involve lesser-preferred installation locations may be approved so long as the applicant demonstrates that no more preferred installation location would be technically feasible as supported by clear and convincing evidence in the written record.

- ii. **Undergrounded Accessory Equipment.** All undergrounded accessory equipment must be installed in an environmentally controlled vault that is load-rated to meet the City's standards and specifications. Underground vaults located beneath a sidewalk must be constructed with a slip-resistant cover. Vents for airflow shall be flush-to-grade when placed within the sidewalk and may not exceed two feet above grade when placed off the sidewalk. Applicants shall not be permitted to install an underground vault in a location that would cause any existing tree to be materially damaged or displaced, unless approved by the Community Development Director.

- iii. **Pole-Mounted Accessory Equipment.** All pole-mounted accessory equipment must be installed in a single equipment shroud unless the applicant demonstrates that a single shroud would be technically infeasible as supported by clear and convincing evidence in the written record. All pole-mounted accessory equipment must be installed flush to the pole to minimize the overall visual profile. If any applicable health and safety regulations prohibit flush-mounted equipment, the maximum separation permitted between the accessory equipment and the pole shall be the minimum separation required by such regulations. All pole-mounted equipment and required or permitted signage must be placed and oriented away from public view. Pole-mounted equipment may be installed behind street, traffic or other signs to the extent that the installation complies with applicable public health and safety regulations. All cables, wires and other connectors must be routed

through conduits within the pole, and all conduit attachments, cables, wires and other connectors must be concealed from public view. To the extent that cables, wires and other connectors cannot be routed through the pole, applicants shall route them through a single external conduit or shroud that has been finished to match the underlying support structure.

- iv. **Base-Mounted Accessory Equipment.** All base-mounted accessory equipment must be installed within a shroud, enclosure or pedestal integrated into the base of the support structure. All cables, wires and other connectors routed between the antenna and base-mounted equipment must be concealed from public view.
- v. **Ground-Mounted Accessory Equipment.** The Community Development Director shall not approve any ground-mounted accessory equipment including, but not limited to, any utility or transmission equipment, pedestals, cabinets, panels or electric meters.
- vi. **Accessory Equipment Volume.** All accessory equipment associated with a small cell wireless facility installed above ground level shall not cumulatively exceed:
 - 1. nine (9) cubic feet in volume if installed in a residential district; or
 - 2. seventeen (17) cubic feet in volume if installed in a non-residential district.

The volume calculation shall include any shroud, cabinet or other concealment device used in connection with the non-antenna accessory equipment. The volume calculation shall not include any equipment or other improvements placed underground.

- 4) **Streetlights.** Applicants that propose to install small cell wireless facilities on an existing streetlight must remove and replace the existing streetlight with one substantially similar to and which meets the City's standards and specifications but designed to accommodate wireless antennas and accessory equipment. To mitigate any material changes in the streetlighting patterns, the replacement pole must:
 - i. be located as close to the removed pole's possible;
 - ii. be aligned with the other existing streetlights and
 - iii. include a luminaire at substantially the same height and distance from the pole as the luminaire on the removed pole. All antennas must be installed above the pole within a single, canister style shroud or radome that tapers for the pole.

- 5) **Wood Utility Poles.** Applicants that propose to install small cell wireless facilities on an existing wood utility pole must install all antennas above the pole unless the applicant demonstrates that mounting the antennas above the pole would be technically infeasible as supported by clear and convincing evidence in the written record. Side-mounted antennas on a stand-off bracket or extension arm must be concealed within a shroud. All cables, wires and other connectors must be concealed within the side-arm mount or extension arm. The maximum horizontal separation between the antenna and the pole shall be the minimum separation required by applicable health and safety regulations. Applicants that propose to install small cell wireless facilities on a replacement wood utility pole must remove and replace the existing wood utility pole with one that is substantially similar in height and diameter unless the applicant demonstrates that a substantially familiar replacement pole would be technically infeasible as supported by clear and convincing evidence in the written record.
- 6) **New, Non-Replacement Poles.** Applicants that propose to install small cell wireless facilities on a new, non-replacement pole must install a new streetlight in accordance with the City's standards, specifications and spacing requirements but designed to accommodate wireless antennas and accessory equipment located immediately adjacent to the proposed location. If there are no existing streetlights in the immediate vicinity, the applicant may install a metal or composite pole capable of concealing all the accessory equipment either within the pole or within an integrated enclosure located at the base of the pole. The pole diameter shall not exceed twelve (12) inches and any base enclosure diameter shall not exceed sixteen (16) inches. All antennas, whether on a new streetlight or other new pole, must be installed above the pole within a single, canister style shroud or radome.
- 7) **Strand-Mounted Wireless Facilities.** No more than one strand-mounted wireless facility may be installed on any single span between two poles. The Community Development Director shall not approve any ground-mounted equipment in connection with any strand-mounted wireless facility. All equipment and other improvements associated with a strand-mounted wireless facility must comply with all applicable health and safety regulations. Strand-mounted wireless facilities shall not exceed one cubic foot in total volume. All strand-mounted equipment shall be finished in a non-reflective grey color. Any accessory equipment mounted on the pole shall be painted and textured to match the underlying pole. "Snow shoes" and other spooled fiber or cables are prohibited.
- 8) **Encroachments over Private Property.** Small cell wireless facilities may not encroach onto or over any private or other property outside the public rights-of-way without the property owner's express written consent.
- 9) **Backup Power Sources.** Fossil-fuel based backup power sources shall not

be permitted within the public rights-of-way; provided, however, that connectors or receptacles may be installed for temporary backup power generators used in an emergency declared by federal, state or local officials.

10) **Obstructions; Public Safety.** Small cell wireless facilities and any associated equipment or improvements shall not physically interfere with or impede:

- i. worker access to any above ground or underground infrastructure for traffic control, streetlight or public transportation, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, or barricade reflectors;
- ii. access to any public transportation vehicles, shelters, street furniture or other improvements at any public transportation stop;
- iii. worker access to above-ground or underground infrastructure owned or operated by any public or private utility agency;
- iv. access to any fire hydrant or water valve;
- v. access to any doors, gates, sidewalk doors, passage doors, stoops or other ingress and egress points to any building appurtenant to the rights-of-way; or
- vi. access to any fire escape.

11) **Utility Connections.** All cables and connectors for telephone, data backhaul, primary electric and other similar utilities must be routed underground in conduits large enough to accommodate future collocated wireless facilities. Undergrounded cables and wires must transition directly into the pole base without any external doghouse. All cables, wires and connectors between the underground conduits and the antennas and other accessory equipment shall be routed through and concealed from view within:

- i. internal risers or conduits if on a concrete, composite or similar pole; or
- ii. a cable shroud or conduit mounted as flush to the pole as possible if on a wood pole or other pole without internal cable space. The Community Development Director shall not approve new overhead utility lines or service drops merely because compliance with the undergrounding requirements would increase the project cost.

12) **Spools and Coils.** To reduce clutter and deter vandalism, excess fiber optic or coaxial cables shall not be spooled, coiled or otherwise stored on the pole outside equipment cabinets or shrouds.

13) **Electric Meters.** Small cell wireless facilities shall: set flat-rate electric service or other method that obviates the need for a separate above-grade electric meter. If flat-rate service is not available, applicants may install a shrouded smart meter. The Community Development Director shall not approve a separate ground-mounted electric meter pedestal.

- 14) **Street Trees.** To preserve existing landscaping in the public rights-of-way, all work performed in connection with small cell wireless facilities shall not cause any street trees to be trimmed, damaged or displaced. If any street trees are damaged or displaced, the applicant shall be responsible, at its sole cost and expense, to plant and maintain replacement trees at the site for the duration of the permit term.

c) **Small Cell Wireless Outside of the Public Right-of-Way**

- 1) **Overall Height.** Small cell wireless facilities on private property may not exceed the applicable height limit for primary structures in the applicable zoning district or overlay zone, except as follows:
 - i. Residential or Open Space Recreation land use districts as designated in the General Plan: 30 feet
 - ii. Non-Residential. General Plan land use designations (including designations listed under Commercial; Open Space Recreation; Mixed-Use and Institutional categories: 40 feet
 - iii. Where the facility would be mounted on an existing building or structure, the height of the wireless facility shall not exceed the maximum height of the building or structure, including any existing parapet or roof-mounted screen, by more than five feet.
 - iv. Exceptions to height limits that are otherwise allowed by SMC Section 17.54.060 (B) for antennas, transmission towers and similar appurtenances shall not apply to small cell wireless facilities in any zoning district or PUD.
- 2) **Setbacks.** Small cell wireless facilities on private property may not encroach into any applicable setback for Class I or Class II accessory structures in the subject zoning district.
- 3) **Backup Power Sources.**
 - i. The Community Development Director shall not approve any fossil fuel generators or other similarly noisy or fume-emitting generators in or within 250 feet from any residence; provided, however, the Community Development Director may approve sockets or other connections used for temporary backup generators used in an emergency declared by federal, state or local officials.
 - ii. **As required by California Public Utilities Commission (CPUC) Order (D.20-07-011), any new or existing wireless facilities located in Tier 2 and Tier 3 High Fire Threat Districts within the City's jurisdiction shall be required to implement a 72-hour backup power requirements in accordance with the aforementioned CPUC Order.**

- 4) **Parking; Access.** Any equipment or improvements constructed or installed in connection with any small cell wireless facilities must not reduce any parking spaces below the minimum requirement for the subject property. Whenever feasible, small cell wireless facilities must use existing parking and access rather than construct new parking or access improvements. Any new parking or access improvements must meet City standards.

- 5) **Towers, Poles and Other Freestanding Small Cell Wireless Facilities.** All new towers, poles or other freestanding structures that support small cell wireless facilities must be made from a metal or composite material capable of concealing all the accessory equipment, including cables, mounting brackets, radios, and utilities, either within the support structure or within an integrated enclosure located at the base of the support structure. All antennas must be installed above the pole in a single, canister-style shroud or radome. The support structure and all transmission equipment must be painted with flat/neutral colors that match the support structure. The pole height shall not exceed thirty-five (35) feet or the applicable height limit listed in Section (c)(i) whichever is less. The pole diameter shall not exceed twelve (12) inches and any base enclosure diameter shall not exceed sixteen (16) inches.

- 6) **Building-Mounted Small Cell Wireless Facilities**
 - i. **Preferred Concealment Techniques.** All applicants must propose new non-tower small cell wireless facilities that are completely concealed and architecturally integrated into the existing facade or rooftop features with no visible impacts from any publicly accessible areas at ground level (examples include, but are not limited to, antennas behind existing parapet walls or facades replaced with RF-transparent material and finished to mimic the replaced materials). Alternatively, if the applicant demonstrates with clear and convincing evidence that integration with existing features is technically infeasible, the applicant may propose completely concealed new structures or appurtenances designed to mimic the support structure's original architecture and proportions (examples include, but are not limited to, steeples and chimneys).

 - ii. **Facade-Mounted Equipment.** When small cell wireless facilities cannot be placed behind existing parapet walls or other existing screening elements, the Community Development Director may approve facade-mounted antenna equipment in accordance with this **Section 17.55.100(c)(6)(ii)**. All facade mounted equipment must be concealed behind screen walls and mounted flush to the facade. The Community Development Director may not approve "pop-out" screen boxes. The Community Development Director may not approve any exposed facade-mounted antennas, including but not limited to exposed antennas painted to match the façade.

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESULTION UPDATING THE 2020-2021 PLANNING DEPARTMENT FEE SCHEDULE TO INCLUDE SMALL CELL PERMIT AND ASSOCIATED FEES.

WHEREAS, the Fiscal year 2020-2021 budget for the City of Seaside was adopted on June 18, 2020 and the annual fee schedule was adopted on July 2, 2020; and

WHEREAS, new fees are required to be added to the Planning Department fee schedule to address Small Cell Permits and associated consultant/independent expert review (see Exhibit B); and

WHEREAS, on August 26, 2020, the Planning Commission held a public hearing to review this Resolution and the associated permanent Small Cell Wireless Ordinance (Chapter 17.55) as well as the associated fee schedule amendments, at which the Commission received, reviewed, and considered the staff report, written and oral testimony from the public, and whereby the Commission recommended approval to the City Council; and

WHEREAS, on September 17, 2020, the City Council held a public hearing which Introduced and Waived the First Reading of the associate Ordinance: Small Cell (SMC Chapter 17.55).

WHEREAS, on October 15, 2020, the City Council held a public hearing which conducted the second reading and adopted the associate Ordinance: Small Cell (SMC Chapter 17.55).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the modification to the Planning Department Fee Schedule to include associate Small Cell Permit fees.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of October 2020, by the following vote:

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

ATTEST:

Ian N. Oglesby, Mayor

Lesley Milton-Rerig, Assistant City Manager/City Clerk

Proposed Changes to Seaside Planning Department Fee Schedule

CITY OF SEASIDE
 MASTER FEE SCHEDULE
 SCHEDULE OF PLANNING DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
PLANNING DEPARTMENT FEES			
SMALL CELL PERMIT			
	Small Cell Permit (assessed as a Minor Use Permit)	\$ —	\$ see Minor Use Permit
	City Attorney's Review of Projects and Permits (if necessary, an additional deposit amount will be required for City Attorney review of Projects)	\$ —	\$ Deposit - estimated # of attorney hours
	Consultant Fee: Including, but not limited to, Radio Frequency Expert, Engineering, Arborist Services	\$ —	\$ Consultant Fee
OTHER FEES			
	Affordable Housing Agreement	\$ 1,730	\$ 1,770
	Mobilhome Park Conversions, Closures, and Cessation of Use Fee	\$ 1,730	\$ 1,770
	Deferred Completion Agreement	\$ 865	\$ 885
	Floodplain Development Permit	\$ 865	\$ 885
	Tentative Parcel Map Waiver	\$ 1,730	\$ 1,770
	gg	\$ 1,730	\$ 1,770
	Real Property Disclosure Report	\$ 150	\$ 153
LAND USE APPEALS			
	Non-Applicant	\$ 3,243	\$ 3,318
	Applicant	\$ 3,458	\$ 3,538
	Administrative Review for Radio, Satellite and Dish Antennas	\$ 865	\$ 885
	Grand Opening and Promotional Banner / Temporary Sign	\$ 108	\$ 110
	Sign Permit (Over-the-counter)	\$ 217	\$ 222
ZONING COMPLIANCE PLAN CHECK:			
	Over the Counter (Replacement in Kind)	\$ 108	\$ 110
	Over the Counter (Minor)	\$ 108	\$ 110
	Zoning Confirmation Letter	\$ 865	\$ 885
	Advanced Planning Surcharge:		
	(Charged on all new construction for building plans (e.g. additions, new buildings), pw/eng. fire permits, and development applications)	0.3% of building valuation	0.3% of building valuation
HOURLY RATES			
	Planning Services	\$ 217	\$ 222
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers (e.g. Consultants) if required to process the specific application.		



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: October 1, 2020

**SUBJECT: ADOPT RESOLUTION APPROVE PURCHASE AND SALE
AGREEMENT FOR THE HOME DEPOT PARKING LOT AND
AUTHORIZING THE EXECUTIVE DIRECTOR , IN
CONSULTATION WITH THE CITY ATTORNEY, TO EXECUTE IT**

PURPOSE & RECOMMENDATION

Adopt resolution approving the purchase and sale agreement for the home Depot Parking lot for the appraised fair market value and authorize the Executive Director to execute the documents for the Parking Authority

BACKGROUND

The Parking Authority of the City of Seaside executed a lease and option agreement with the owners of the KMART site in 1995. That option provided that the owners would have an option to purchase the parking lot parcel adjacent to the KMART site. In 2004, the Lease and Option Agreement was assigned and assumed by the Home Depot Corporation and the owners of their site have exercised the option to purchase the Parking lot.

Over the years the Redevelopment Agency of Seaside, the City and the Parking Authority pursued the development of the Laguna Grande Shopping Center. One of the key features of that development was a Parking Authority owned and maintained parking lot. Reciprocal easements to the property owners of the Laguna Grande Shopping Center Parcels have easements criss-crossing the parking lot areas. The rebuilt McDonalds now has an access easement across that property. Additionally,

City-owned utility infrastructure burdens the property. As times have changed and the City's budget and staffing have become tighter, it has become a great burden to the City to maintain and update the parking area.

The owners of the Home Depot lot have exercised the Option to Purchase the parking lot. An appraisal conducted in January 2020 revealed a price of \$572,240 and that appraisal is being updated. The owners have agreed to pay the appraised price.

The owners have further agreed to submit an updated landscaping plan to the City within the next 90 days to improve the aesthetics of the property. This transaction will provide the City with some funds and will alleviate the need for the City to maintain and manage this property.

FISCAL IMPACT

Positive.

ATTACHMENTS

1. Resolution Home Depot Parking Lot-rev
 2. Seaside Purchase and Sale and Escrow Instructions
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2020-

A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY AND PARKING AUTHORITY TO EXECUTE A PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("PSA") FOR THE HOME DEPOT PARKING LOT PROPERTY GENERALLY LOCATED ALONG CANYON DEL REY IN FRONT OF THE HOME DEPOT WEST OF HWY 1

WHEREAS, the Parking Authority of the City of Seaside entered into a lease and option agreement effective April 1, 1995 by the owner of the KMART Site; and

WHEREAS, in 2004, the Home Depot Corporation executed an Assignment and Assumption Agreement in which they assumed the KMART lease and option; and

WHEREAS, a provision of the Lease was an option to purchase the parking lot adjacent to the Home Depot parcel which the Home Depot Corporation exercised; and

WHEREAS, The Home Depot Parcel is owned by Hovercraft, LLC and BJC Seaside as Tenants in Common, and

WHEREAS, the Parking Authority and City desire to sell the parking lot owned by the City to the owners (Hovercraft LLC as to an undivided 80% and BJC Seaside LLC an undivided 20% as tenants in common) of the Home Depot parcel for fair market value; and

WHEREAS, an appraisal performed in January 2020 revealed a fair market price of \$572,000 and that appraisal is currently being updated; and

WHEREAS, the Home Depot parcel owner has agreed to pay the appraised price from an updated appraisal; and

WHEREAS, the Home Depot parcel owner will submit updated landscaping and parking lot improvement plans to the City within 90 days of closing on the property and will begin making improvements: and

WHEREAS, The Home Depot parcel owner will take over management responsibilities of the parking lot

NOW, THEREFORE, THE PARKING AUTHORITY OF THE CITY OF SEASIDE FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

- 1.** The Parking Authority of the City of Seaside approves the terms and conditions of the PSA and all other documents reasonably required to implement the PSA, as substantially set forth in the form of PSA attached to this resolution; and
- 2.** The Parking Authority hereby authorizes the Executive Director, in

consultation with the City Attorney, to execute the PSA, including reasonable modifications thereto, and authorizes the Executive Director to execute all documents reasonably required to effect the final sale of the parking lot to Hovercraft LLC and BJC Seaside as tenants in common in accordance with the attached Purchase and Sale Agreement.

PASSED AND ADOPTED at a special meeting of the Parking Authority of the City of Seaside duly held on the 1st day of October, 2020 by the following vote:

AYES:AUTHORITY MEMBERS:

NOES: AUTHORITY MEMBERS:
ABSENT: AUTHORITY MEMBERS:
ABSTAIN: AUTHORITY
MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

PURCHASE AND SALE AGREEMENT

AND

ESCROW INSTRUCTIONS

by and between the

CITY OF SEASIDE
as Parking Authority for the Laguna Grande Parking District
("Seller")

and

HOVERCRAFT LLC, a California limited liability company as to an undivided eighty percent (80%) interest as a tenant-in common and BJC SEASIDE, LLC, an Indiana limited liability company as to an undivided twenty percent (20%) interest as a tenant-in common
("Buyer")

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EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

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PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of _____, 2020 ("the Effective Date") and is entered into by and between HOVERCRAFT LLC, a California limited liability company as to an undivided eighty percent (80%) interest as a tenant-in common and BJC SEASIDE, LLC, an Indiana limited liability company as to an undivided twenty percent (20%) interest as a tenant-in common ("Buyer") and the CITY OF SEASIDE, a municipal corporation [, as successor agency to the Redevelopment Agency of the City of Seaside] ("Seller").

RECITALS

A. Seller is the owner of the three tracts of land in the City of Seaside, County of Monterey, State of California, more particularly described on **Exhibit A** and depicted on **Exhibit A-1** attached hereto and made a part hereof, (a) _____ the "Parking Site", (b) the "Front Parcel" and (c) the "Garden Site" together with all improvements thereon (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. **Purchase and Sale.** Subject to and in accordance with the terms and conditions hereinafter set forth, Seller agrees to sell Property to Buyer, and Buyer agrees to purchase the Property from Seller.

2. **Opening and Closing of Escrow.** Within five (5) business days after the Effective Date, the parties shall open an escrow ("Escrow") with Chicago Title Insurance Company ("Escrow Holder" and "Title Company"), at 455 Market Street, Suite 2100, San Francisco, California 94105; and shall deliver a copy of this fully executed Agreement to said Escrow Holder. "Close of Escrow" shall be the date that a grant deed for the Property in favor of Buyer, is recorded in the Official Records of the Monterey County Recorder's Office. Close of Escrow shall occur on or before the date that is thirty (30) days after the expiration of the Due Diligence Period, as defined in Section 5 below ("Outside Closing Date").

3. **Purchase Price; Deposit.**

(a) The purchase price for Property to be paid by Buyer shall be the fair market value of the Property as set forth in an appraisal ("Appraisal") prepared by a licensed appraiser, who has been appointed by Seller ("Purchase Price").

(b) Contemporaneously with the opening of Escrow, Buyer shall deposit with Escrow Holder the sum of Twenty Five Thousand (\$25,000) (the "Deposit"). Escrow Holder shall deposit the Deposit into an interest bearing account. The Deposit shall be refundable to Buyer if this Agreement is terminated prior to the expiration of the Due Diligence Period. On the Close of Escrow, the Deposit shall be applied toward the Purchase Price. In the event this Agreement is terminated by Buyer under Section 5.5 below or as a result of a default by Seller or

this Agreement otherwise expressly provides for the Deposit to be refunded, then the Deposit shall be refunded to Buyer.

IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT THEN HELD BY ESCROW HOLDER SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT, WHICH AMOUNT SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW AND IN EQUITY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS SECTION, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

SELLER'S INITIALS

BUYER'S INITIALS

3.1 Prorations. The following items are to be prorated as of Close of Escrow: (i) non-delinquent taxes (if any); (ii) non-delinquent assessments, if any (on a per square foot basis); and (iii) any utilities charges (if said utilities cannot be transferred to Buyer's name on the Closing Date). All prorations shall be made as if Buyer were the owner of the Property on the entire day of Closing.

4. Title Insurance.

(a) Within five (5) business days after the opening of Escrow, Seller and Buyer shall cause Title Company to furnish Buyer with a title report for the Property, together with copies of all documents referenced therein as exceptions to title (collectively, the Title Report”).

(b) Buyer shall have until the date that is five (5) business days prior to the expiration of the Due Diligence Period to deliver to Seller and Escrow Holder written notice (the “Preliminary Title Notice”) of Buyer’s approval, conditional approval or disapproval of the title exceptions disclosed in the Title Report (excluding the standard printed exceptions in the form of title policy and taxes and assessments which are liens not yet due and payable). All matters not timely disapproved by Buyer will be deemed approved. All such exceptions disapproved by Buyer are referred to herein as “Disapproved Exceptions”.

(c) Seller shall have Ten (10) business days after receipt of Buyer's Preliminary Title Notice to commit to cause any such Disapproved Exceptions to be released of record, or commit to cause the Title Company to endorse over such Disapproved Exceptions pursuant to an endorsement or endorsements acceptable to Buyer in its sole and absolute discretion, or elect not to remove or endorse over Disapproved Exceptions. If Seller fails to deliver its response notice within said two (2) business days, Seller shall be deemed to have elected not to eliminate or endorse over all matters disapproved or conditionally approved by Buyer provided that in all events, Seller shall be obligated to remove, at Seller's sole cost and expense, all monetary liens, including deeds of trust, mechanic's liens, judgment liens and delinquent taxes (collectively, "Monetary Liens").

(d) If Seller elects not to commit to remove (or is deemed not to commit to remove) and elects not to cause the Title Company to endorse over (or is deemed to elect not to cause Title Company to endorse over in a manner acceptable to Buyer in its sole and absolute discretion), a Disapproved Exception (other than than Monetary Liens, as to which Seller's obligation to remove is absolute), Buyer shall have the option, to be exercised prior to the expiration of the Due Diligence Period to elect to terminate this Agreement, in which case the Deposit shall be returned to Buyer. If Buyer fails to terminate the Agreement prior to the expiration of the Due Diligence Period,, Buyer shall be deemed to have elected take title subject to the Disapproved Exceptions.

(e) Buyer's fee title to the Property shall be insured at the Close of Escrow by an CLTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price, issued by Title Company (or, at the option of Buyer, an ALTA policy if Buyer performs an ALTA survey at Buyer's cost during the period described in Section 4(b) above and requires an ALTA Extended Coverage Owner's Policy of Title Insurance). All title exceptions approved or deemed approved by Buyer as provided above shall be referred to as "Permitted Exceptions".

(f) Seller shall not encumber the Property or otherwise cause a change in the condition of title during the period from Effective Date to the earlier of Close of Escrow or the date of the termination of this Agreement.

5. Due Diligence; Right Of Entry.

5.1 Buyer hereby acknowledges receipt of the documents described on Exhibit "D". Seller shall make any additional documents reasonably requested by Buyer available to Buyer during the term of this Agreement. Seller hereby grants Buyer and its agents, employees, contractors and subcontractors (collectively "Representatives") the right to enter on the Property until 5:00 p.m. Pacific Time on the date that is 90 days after the Effective Date (the "Due Diligence Period") for the purpose of inspecting the physical and environmental condition of the Property, including soils and geological matters and toxic or hazardous substances and other contamination subject to scheduling and coordination with the Seller (call City Manager at 831-899-6701). All such investigations shall be at Buyer's expense. All work performed by Buyer and its Representatives will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with professional standards and the requirements of any

governmental agency or entity and all applicable laws, and shall not disturb, or otherwise violate the rights of tenants if any).

5.2 Buyer and its Representatives shall promptly notify the Seller of any discovery, spill, release, or discharge of any Hazardous Substances, as defined in Exhibit C, on, under or about the Property which is discovered, encountered, or results from or is related to the Buyer's or its Representatives' access to and/or use of the Property under this Agreement.

5.3 In connection with the inspections of the Property by Buyer and its Representatives (including, without limitation, any survey), Buyer shall, at its own cost and expense, take any necessary action to keep the Property, and any improvements and personally thereon, in good order and repair and safe condition to the extent that such Property, improvements or personality were in such condition prior to its entry, and the whole of the Property, in a clean, sanitary and orderly condition, including, without limitation, ensuring that any holes, ditches or other indentations, as well as any mounds or other inclines created by any excavation by Buyer or its Representatives are regraded, resurfaced and compacted. If any portion of the Property or an adjacent property, including improvements and fixtures, suffers damage or alteration by reason of the access and activities of Buyer or its Representatives on the Property, Buyer shall, at its own cost and expense, promptly repair all such damage and restore the Property or adjacent property to as good a condition as before such damage or alteration occurred, or if it cannot be repaired, Buyer shall replace such damaged or altered property to the extent possible.

5.4 Prior to entering the Property, Buyer shall provide Seller with reasonable evidence that Buyer has reasonable insurance covering Buyer's activities on the Property. In any event, Buyer shall defend, protect, indemnify, and hold free and harmless Seller and its employees, agents, and representatives, and their successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees"), free and harmless from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever (collectively, the "Claims"), including fees of accountants, attorneys, expert witnesses, or other professionals, and all costs associated therewith, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Buyer or any of its Representatives arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to entry upon the Property pursuant to this Section. The foregoing indemnity, however, shall in no event include any obligations with respect to Buyer's mere discovery of a pre-existing condition at the Property.

5.5 If Buyer determines, in its sole and absolute discretion, for any reason, or no reason that the condition of the Property is not acceptable to Buyer, then Buyer may terminate this Agreement by written notice to Seller given on or before the end of the Due Diligence Period. In the event of any such termination, the Deposit shall be refunded to Buyer and neither party shall have any further obligations to the other, except for those obligations that are expressly intended to survive termination. If Buyer fails to so terminate this Agreement, Buyer shall be deemed to have approved all aspects of the condition of the Property.

6. Deposit of Documents and Funds in Escrow.

(a) Seller and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to Close of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow.

(b) Seller shall deliver:

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

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

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

(iv) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may require in order to issue the Title Policy.

(c) Buyer shall deliver:

(i) The Purchase Price (less the Deposit) together with such funds as are required to pay for costs and expenses payable by Buyer hereunder;

(ii) Each of the Buyer and Seller may waive (in writing) any condition of the Close of Escrow set forth in this Section 6.

7. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and distribute the documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

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

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

8. Prorations; Charges. Property taxes and assessments, shall be prorated as of the close of Escrow as provided in Section 3.1 above. Buyer shall pay (i) all of the the escrow fees and charges of Escrow Holder, (ii) the cost of all endorsements to the Title Policy and any extended coverage, and (iii) Buyer's share of the charges prorated under this Agreement. Seller shall pay: (i) all recording charges, if any; and (ii) any documentary transfer taxes. If the Escrow shall fail to close for any reason other than Seller's default, Buyer shall pay any applicable Escrow cancellation charges.

9. Condemnation; Destruction. All risk of loss with respect to the Property shall remain with Seller until after the Close of Escrow and delivery of possession of the Property to Buyer. If at any time prior to the Close of Escrow, the Property, or any portion thereof, is damaged by fire or other casualty or taken or appropriated through eminent domain or similar proceedings, or is condemned for any public or quasi-public use, Buyer may terminate this Agreement and receive a refund of the Deposit. If Buyer terminates this Agreement, Seller shall be entitled to receive all insurance proceeds payable to Buyer or Seller or all condemnation proceeds actually paid for that portion of the property taken. If Buyer elects to maintain this Agreement in full force and effect, then upon Close of Escrow, Buyer shall be entitled to receive all insurance proceeds payable to Seller or all condemnation proceeds actually paid for that portion of the Property taken or, if such proceeds have been paid to Seller, Buyer shall receive a credit against the Purchase Price equal to the amount of proceeds actually paid to Seller. Buyer shall also be entitled to any reduction in the Purchase Price in the amount equal to Seller's insurance deductible. In the event the Agreement is not terminated, Seller shall not compromise, settle or adjust any claims without the prior written consent of Buyer.

10. Default. In the event of a breach or default under this Agreement by either Seller or Buyer, the non-defaulting party shall have the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting party and to Escrow Holder, and if Buyer is the non-defaulting party, Buyer shall thereupon promptly receive a refund of the Deposit. In addition to the foregoing, if Buyer is the non-defaulting party t Buyer shall also have he right to specific performance of this Agreement.

11. As Is; Release. Except for Seller's express representations and warranties contained in this Agreement and in any documents delivered at Closing, Buyer is acquiring the Property "AS IS, WHERE IS" without any representation or warranty of Seller, express, implied or statutory, as to the nature or condition of or title to the Property or its fitness for Buyer's intended use of same. Buyer is familiar with the Property. Buyer is relying solely upon its own, independent inspections, investigations and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED AT CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, AND COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR THE PRESENCE, ABSENCE, CONDITION OR STATUS

OF ANY HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS OR REMEDIATE ANY HAZARDOUS MATERIALS.

BY INITIALING BELOW, THE BUYER ACKNOWLEDGES THAT (i) THIS SECTION 11 HAS BEEN READ AND FULLY UNDERSTOOD, (ii) THE BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (iii) THE BUYER HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION 11.

BUYER'S INITIALS

Buyer waives and releases as of the Close of Escrow any and all claims it may have against Seller relating to the physical condition of the Property (including, without limitation, the presence or release hazardous materials or substances). To the extent of such waiver and release, Buyer expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Buyer's Initials

12. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by recognized national courier service. Notices shall be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or (b) the following business day if sent by overnight courier. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that any party may change its address for notices by written notice given to the other party.

Buyer: Hovercraft, LLC and BJC Seaside LLC tenants in
Common.
C/O Bryan Chandler
6402 Cornel Ave
Indianapolis, Indiana 46220

cc: Mark Dall, Esq.
11051 Mirador Lane
Fishers, Indiana 46037
raymarcabl@att.net

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

W/ Email copy to Cityattorney@ci.seaside.ca.us

Escrow Holder: Chicago Title Insurance Company
250 Bonifacio Place
Monterey CA 93940
(831) 375-2262

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

14. Standard Instructions. Each party agrees to execute Escrow Holder's supplemental reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a material conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

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

16. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest and assigns.

17. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

18. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

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

20. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

23. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, pdf signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

24. Assignment of Agreement. Neither Buyer nor Seller may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in its sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an affiliated entity as long as notice is delivered to Seller at least five (5) business days prior to Closing.

25. Seller Representations. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller hereby makes the following covenants, representations and warranties to Buyer as of the date of this Agreement: (a) Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth in this Agreement; (b) to Seller's actual knowledge, there is no litigation pending which is reasonably likely to materially and deleteriously affect the marketability or Buyer's contemplated use of the Property; (c) there is no actual or pending proceeding against the Property in eminent domain; (d) Seller is not a party to any lease, license or other occupancy agreement with respect to the Property except as previously disclosed to Buyer; (e) there are no purchase options, rights of first refusal, rights of first offers or other rights to purchase the Property; and (f) Seller has provided or shall provide or make available to Buyer, all reports pertaining to the environmental condition of the Property in Seller's possession.

26. Parking Lot Rehabilitation. Within ninety (90) days after the Close of Escrow, Buyer shall submit a rehabilitation plan to the City of Seaside for the parking areas of the

Property reflecting Buyer's commitment to improve accessibility, to increase landscaping and tree canopy and to reduce the impacts of day labor. The rehabilitation plan shall be approved by the City of Seaside, such approval not to be unreasonably withheld. After such approval, Buyer will complete such rehabilitation within the time period reasonably agreed upon by the parties.

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

BUYER:

**Hovercraft LLC,
a California limited liability company**

**By: SCGA Partners, LLC,
a Georgia limited liability company,
its sole member, as to an undivided
eighty percent (80%) interest as tenant in
common**

By: _____

Name: Ronald B. Russ

Title: Chief Operating Officer

**BJC SEASIDE, LLC,
an Indiana limited liability company, as to an
undivided twenty percent (20%) interest as
tenant in common**

By: _____

Name: Bryan Chandler

Title: President

SELLER:

CITY OF SEASIDE

By: _____

**Print Name: _____
Mayor**

Attest:

Print Name: _____

City Clerk

Approved as to Form:

DRAFT

LIST OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit A-1	Depiction of the Property
Exhibit B	Form of Grant Deed
Exhibit C	Certain Definitions
Exhibit D	List of Documents
Exhibit E	Landscaping Plan

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO
(AND SEND TAX STATEMENTS TO):

Attn: _____

[SPACE ABOVE FOR RECORDER'S USE ONLY]

This document is exempt from the
payment of a recording fee pursuant to
Government Code Section 27383

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF SEASIDE, a municipal corporation [, as successor agency to the Redevelopment Agency of the City of Seaside] (the "Grantor") hereby grants to _HOVERCRAFT LLC, a California limited liability company as to an undivided eighty percent (80%) interest as a tenant-in common and BJC SEASIDE, LLC, an Indiana limited liability company as to an undivided twenty percent (20%) interest as a tenant-in common ("Grantee") the land in the City of Seaside, County of Monterey, State of California, more particularly described on **Exhibit A** attached hereto and all improvements thereon and all rights and appurtenances relating thereto (the "Property").

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

Dated: _____, 20__

CITY OF SEASIDE

By: _____
Print Name: _____
Mayor

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

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

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

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

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of the Property

(Attached.)

EXHIBIT C

CERTAIN DEFINITIONS

Environmental Condition means any condition of the Property that exists prior to or after the Closing Date, with respect to the air, land, soil, surface, subsurface strata, surface water, ground water, storm water or sediments.

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

- (a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
- (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

EXHIBIT D

LIST OF DOCUMENTS DELIVERED TO BUYER

[SELLER -- PLEASE PROVIDE LIST]



CITY OF SEASIDE STAFF REPORT

Item No.: 11.A.

TO: City Council

BY: Craig Malin, City Manager

DATE: October 1, 2020

**SUBJECT: COUNCIL MEMBER CAMPBELL REQUEST COLONEL DURHAM RV
PARKING SITE REPORT & DISCUSSION**

PURPOSE & RECOMMENDATION

Receive report and discuss.

BACKGROUND

The Colonel Durham RV parking site was established in late July as an alternative site to the prior Roberts Lake location. It was directed by the City Council to be a temporary location, for 120 days (late November). The site had the advantages of being larger, quieter and considerably safer from a COVID-19 transmission perspective in that it reduced cross-usage with park users from Seaside or other communities. The site also had the advantage of being served with potable water, and a shower was constructed for residents.

The City's earliest efforts at the Colonel Durham site were to prepare the site for RV occupants. Presently, 32 vehicles and 33 residents are at the site. The early efforts, largely successful, have transitioned to providing written site rules and permits for occupants, focused on safety. The rules are attached. Under the rules, one person has left the site and is not allowed to return. City staff has also been focused on a HCD grant opportunity which may provide housing for homeless Seaside residents. The City has been informed that the application has met the threshold for being funded, and is presently waitlisted.

Staff expects City expenses for the site to range up to \$68,000 (see attached summary), funded through CARES Act revenue. At present, no better or more cost-efficient site has been identified to replace the site at the conclusion of the Council-authorized 120 days.

FISCAL IMPACT

Per attached summary.

ATTACHMENTS

1. Col Durham Site Rules
 2. Col Durham Site Expenses
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Parking Site Rules

The Colonel Durham RV parking location is for the benefit of individuals who were previously parked at the Roberts Lake site. It is a temporary location, by authorization of the Seaside City Council, allowing people with permits to sleep in their vehicles. Rules for the site include:

1. Vehicles must be operational and not leak onto the ground.
2. Each participating vehicle must display a current permit. Permits will be provided to signatories of this document.
3. Open fires of any kind, including fireworks, are prohibited. Cooking outside or inside vehicles is permitted only consistent with Seaside Fire Department guidance. **Any open fire of any kind that is inconsistent with Seaside Fire Department cooking guidance will be cause for revocation of a permit to stay at the site.**
4. Quiet hours are to be observed from 11:00 PM to 7:00 AM.
5. Violence, intimidation or verbal abuse will not be tolerated. Degrading ethnic, racist, sexist, homophobic or other demeaning remarks are not acceptable. **Any violence of any kind will be cause for revocation of a permit to stay at the site.**
6. Belongings must be stored inside vehicles. New structures, including tents, are prohibited.
7. Trash and recyclables must be disposed of in the designated trash cans.
8. Pets must be under the owner's immediate control at all times: either inside the vehicle or on a leash not more than 8 feet in length.
9. Use of illegal drugs is prohibited on City property.
10. All propane tanks must be securely fastened to a recreational vehicle's propane tank mounting bracket.

11. A smoke/carbon monoxide detector is required for recreational vehicles. The City will provide free detectors, if needed.
12. Trespassing in City buildings is prohibited. **Trespassing in the City building will be cause for revocation of a permit to stay at the site.**
13. Recreational vehicles shall not be parked within ten feet of each other.
14. Electricity hookups to any source other than a generator are prohibited.
15. Parking lot users assume all risks associated with use of the lot. Individuals are responsible for ensuring all precautions are taken to prevent the spread of COVID19.

BY SIGNING BELOW I HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE RULES AND REGULATIONS AND THAT A VIOLATION OF SUCH RULES AND REGULATIONS MAY RESULT IN BEING ASKED TO LEAVE THE PARKING AREA; I ALSO UNDERSTAND THAT THIS IS A TEMPORARY PARKING LOCATION ONLY BY PERMISSION OF THE CITY.

signature

date

print name

email or phone #

vehicle description / license plate #

Col. Durham RV Site Expenses
One-time Costs and Four Month Operating Projection

	One-time Cost	Projected Ongoing Costs - 4 months	Total Projected Costs
Robert's Lake clean-up (labor and dump costs)	\$ 4,800	\$ -	\$ 4,800
3 Trash cans (\$40/ea.)	120	-	120
Clean-up of garbage and debris found at church site and 2 parking lots (labor and dump costs)	4,000	-	4,000
Waterline (materials and labor)	3,600	-	3,600
Sewer line & Shower Construction (materials and labor)	7,500	-	7,500
30 Solar heated shower water bags (\$20/ea.)	600	-	600
Site security and signage	2,074	-	2,074
Vehicle Towing	2,280	-	2,280
Police call out time	2,096	5,120	7,216
Portable toilets and sink stations (inc. every day service)	-	10,000	10,000
RV septic pumping & 2 additional portable toilets (9 weeks; Oct. & Nov.)	-	8,086	8,086
Dumpsters (inc. service)	-	4,800	4,800
Drive bys and other misc. requests by PW Staff	-	12,800	12,800
Total	\$27,070	\$40,806	\$67,876

Notes:

Water usage costs are unknown at this time and will be based on actual usage

Sewer usage cost are unknown at this time and will be based on actual usage



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 11.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: October 1, 2020

**SUBJECT: COUNCIL MEMBER CAMPBELL REQUESTED A PLAN TO
PROVIDE AN EDUCATION OUTREACH PROGRAM REGARDING
ILLEGAL FIREWORKS IN THE CITY**

PURPOSE & RECOMMENDATION

To discuss Council Member request and provide direction to staff.

BACKGROUND

For the last three years the City has put forth a robust 4th of July Fireworks public education campaign which promoted both safe practices for using Safe and Sane Fireworks and the ban on illegal fireworks including the deterrent citation costs and non traditional enforcement strategies. Staff deployed methods including Public Service Announcements, flyers, direct mailers, door hangers, yard signs, and informational videos used to educate and warn Seaside property owners, Seaside residents, and Neighborhood and Business Block Watch groups, flyers were passed out at schools during the end of the school year rallies, posters were hung in window throughout the business districts and Police Department listening sessions were conducted, all concurrent with paid social media blast campaigns prior to July 4th promoting the anonymous tip line giving individuals the ability to anonymously report illegal firework possession and use. Additionally changeable messaging sign boards were displayed in the three most traveled corridors for the two weeks prior to the holiday warning of \$2,500 fines for illegal firework possession, the use of aerial photography and undercover officers to enforce fireworks ordinances.

Member of our community, businesses and community partners all seek and receive information from a variety of communication channels, and due to the current pandemic, it's not always traditional media. Some have costs associated, some without, but all that require staff time. The most effective communication strategies have individually crafted messages and audience target marketing. Should the Council direct staff to continue, expand or modify this outreach effort, direction should be given as to which strategies they deem most effective and how much money and staff time should be allocated for this effort.

FISCAL IMPACT

None with receiving the presentation. 2020 4th of July Fireworks media campaign expenditures totaled approximately \$8,000. Below are some communication strategies and associated hard costs, which do not include staff time, for discussion purposes.

No Cost/Staff Time Only Communication Strategies

Media releases
Email blasts
Social media
Website notices
Text message alerts (emergency system)
City Council Presentations
Town hall meetings

Costs associated Communication Strategies

*Estimated based on previous purchases

Postcards	\$5,000 per mailing
Newsletters	\$13,000 per mailing
Posters	\$1.25 per each
Flyers	\$.30 per each
Door hangers	\$250 per 2,000
Yard Signs in public spaces	\$10 per each
Contact Cards for social media contacts	\$15 per 1,000
Banners in public building	\$125 per each
Public notice boards at major parks	\$3,000-\$5,000 per each initial investment
Metal street signs	\$50 per each, plus pole
Light pole banners	\$50 per each

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager