



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY

Thursday, February 18, 2021
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 4:00 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 Clerk will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. Please note, 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. They will be included in the final administrative record.

VIRTUAL MEETING ACCESS

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>

Or call in phone number: 669-900-9128

Zoom Meeting Id 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

Mayor
Mayor Pro Tem
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 Board on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) 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. COVID-19 VACCINE UPDATE****B. MID YEAR FINANCIAL REPORT****C. QUARTERLY ECONOMIC DEVELOPMENT REPORT****8. CONSENT AGENDA****A. APPROVE MINUTES FROM FEBRUARY 4, 2021**

RECOMMENDATION: Approve the minutes from the February 4, 2021 Regular and Joint Special Meetings as presented.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of January 23, 2021 through February 5, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending January 28 & February 1, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,806,324.70.

C. AUTHORIZE LETTER TO MONTEREY COUNTY REGARDING VACCINE

AVAILABILITY IN SEASIDE

RECOMMENDATION: Authorize staff to send the attached draft letter to the County of Monterey regarding vaccine availability in Seaside.

D. APPROVE A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR AN AMOUNT NOT TO EXCEED \$66,000

RECOMMENDATION: Adopt the Resolution authorizing the execution of an Agreement for Contractor Services with Precision Concrete Cutting for sidewalk inspection and maintenance services and to authorize the City Manager to execute the agreement.

E. APPROVE RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH HARRIS & ASSOCIATES FOR THE PHASE 3 PAVEMENT REHABILITATION PROJECT

RECOMMENDATION: Adopt resolution authorizing the City Manager to execute a contract amendment to the professional services agreement with Harris & Associates (Harris) to include Construction Management and Design Services for the Phase 3 Pavement Rehabilitation Project for an amount not to exceed \$137,239.

F. APPROVE A RESOLUTION APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM ROUND FOUR GRANT FUNDS

RECOMMENDATION: Approve a resolution to approve the application for the Statewide Park Development and Community Revitalization Program Round Four Grant Funds.

G. AUTHORIZE CITY MANAGER TO SIGN A LETTER SUPPORTING A CONSOLIDATED HEARING FOR THE MONTEREY PENINSULA WATER SUPPLY PROJECT

RECOMMENDATION: Authorize the signing and submission of the letter supporting a consolidated hearing for the Monterey Peninsula Water Supply Project.

H. APPROVE RESOLUTION ACCEPTING THE ANNUAL MID YEAR FINANCIAL REPORT AND ADOPTING PROPOSED CHANGES TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2020-2021

RECOMMENDATION: Adopt a Resolution accepting the annual mid year financial report and adopting proposed changes to the budget for the Fiscal Year 2020-2021.

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING MUNICIPAL CODE TITLE 1, CHAPTER 2 ADDING SECTION 2.59 TITLED ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES

RECOMMENDATION: Pass to print the draft ordinance authorizing the use of electronic signatures for city vital records.

B. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING AND REPLACING SEASIDE MUNICIPAL CODE CHAPTER 8.31 GRAFFITI ABATEMENT

RECOMMENDATION: Pass to print the draft ordinance amending Chapter 8.31 Graffiti Abatement.

10. BUSINESS ITEMS

A. CONSIDER AMENDMENTS TO SIDEWALK REPAIR PERMIT FEES

RECOMMENDATION: Adopt a resolution amending the fee schedule to eliminate permit fees for sidewalk repairs for sidewalks with existing deficiencies.

11. COUNCIL MEMBER REQUESTS

A. CANNABIS UPDATE (MAYOR OGLESBY)

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:
March 4, 2021
7:00 PM

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.



MINUTES

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

JOINT SPECIAL MEETING
VIRTUAL ONLY
Thursday, February 4, 2021
5:30 PM

1. CALL TO ORDER

The meeting was called to order at 5:30 PM.

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

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

ABSENT: None

3. PLEDGE OF ALLEGIANCE

Conducted

4. PUBLIC COMMENT

None.

5. CONSENT AGENDA

On motion by Mayor Pro Tem Pacheco and seconded by Council Member Garcia-Arrazola and approved by the following vote the City Council approved the Consent Agenda as presented.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

A. APPROVE MINUTES FROM JANUARY 21, 2021

ACTION: Approved as presented.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: Approved as presented.

6. STUDY SESSION

A. GOAL SETTING STUDY SESSION

Action: Provided direction on 2021-2022 City Council Goals

Craig put the ideas from the City Council Goal setting into a working draft of policies, programs and project attributes.

He spoke to the total number of goals with the realistic capacity of staff and asked the council how the Council wanted to tackle the plan, either with revising goals, or changing the route, to include adding a study session per month.

7. ADJOURNMENT

On motion, the meeting was adjourned at 6:35 PM.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant

DATE: February 18, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of January 23, 2021 through February 5, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending January 28 & February 1, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,806,324.70.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$898,987.67 for Payroll and benefits
- \$19,053.80 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 11/19/2020 - 12/22/2020. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.

- \$11,392.92 to Monterey County Convention & Visitor's Bureau for Monthly TID (Tourism Improvement District) remittance for the month of November 2020 from the 13 City of Seaside motels/hotels.
- \$33,915.83 to Wallace Group for November 2020 Assisted Living Facility plan check fee (\$320.00); \$33,595.83 for SCSD November 2020 Fremont Sewer main engineering services.
- \$29,613.34 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 9/22/20 - 10/22/20.
- \$34,817.38 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 10/22/2020 - 11/22/2020 & 11/22/2020 - 12/22/2020.
- \$73,060.25 to Harris & Associates for CIP management services for City-Wide engineering projects from 9/27/2020 - 11/21/2020 (\$69,552.75); \$3,507.50 for SCSD prof. services for Lift Station Upgrades during October 2020.
- \$14,865.00 to Clifton, Larson, Allen LLP for Professional services rendered in connection with the FYE 2020 audit of the City of Seaside. Audit work included the City, Measure X, Single Audit Assessment, & the Sanitation District.
- \$14,111.00 to Denise Duffy & Associates for Professional services from 5/21/2020 - 6/15/2020 for the Seaside American Legion Project. Work included projection initiation, preparing traffic impact analysis, and organizing meetings with staff.
- \$60,932.64 to Santa Cruz Westside Electric for Drawdown on contract for City Hall Solar Project for work thru 11/30/2020 & 12/31/2020.
- \$13,242.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 1/4/2021 - 1/9/2025.
- \$50,324.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative four 4 weeks during the period 12/14/2020 - 1/10/2021.
- \$804,785.85 to A. Teichert & Son, Inc. for Construction services for the City Pavement Rehabilitation Project through 10/31/2020.
- \$398,817.79 to A. Teichert & Son, Inc. for Construction services for the City Pavement Rehabilitation Project through 11/30/2020.

The remaining checks, totaling \$348,099.90 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 STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Mary Gutierrez, Fire Chief
Lesley Milton, Assistant City Manager

DATE: February 18, 2021

**SUBJECT: AUTHORIZE LETTER TO MONTEREY COUNTY REGARDING
VACCINE AVAILABILITY IN SEASIDE**

RECOMMENDATION

Authorize staff to send the attached draft letter to the County of Monterey regarding vaccine availability in Seaside.

BACKGROUND

The City of Seaside has a diverse population who have all too frequently been underserved. It has become clear that, despite our COVID positivity rates being higher than other communities, Seaside residents do not have access to the COVID 19 vaccine in the way other cities in Monterey County do.

The Seaside Fire Department has been approved for weeks by the Health Department to assist in receiving and distributing vaccinations to our community. We stand ready to help.

While we understand that there is a lack sufficient supply of vaccine, we are respectfully asking that the draft letter be sent to the Monterey County Board of Supervisors to encourage the equitable distribution of vaccine for all of the cities of Monterey County and to offer the City of Seaside's services to operate a mass vaccination site.

FISCAL IMPACT

None with sending the letter, but significant positive outcomes once Seaside residents can obtain access to the vaccine.

ATTACHMENTS

1. Draft Letter

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



SEASIDE CITY COUNCIL

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6700
Fax 831-624-5839

February 18, 2021

Monterey County Board of Supervisors
C/O Chair Wendy Root Askew
County of Monterey
1200 Aguajito Rd., Ste. 1
Monterey, CA 93940

Dear Chair Root Askew and members of the Board of Supervisors,

The City of Seaside has a diverse population who have all too frequently been underserved. It has become clear that, despite our COVID positivity rates being higher than other communities, Seaside residents do not have access to the COVID 19 vaccine in the way other cities in Monterey County do.

Other counties and cities have had mass vaccination clinics for months. Monterey County has announced partnerships with pharmacies and organizations such as CVS, Safeway and others to provide the vaccine, and none of them are in Seaside.

The Seaside Fire Department has been approved for weeks by the Health Department to assist in receiving and distributing vaccinations to our community. To date, they have not received any communications regarding when they may begin their work to improve the health and safety of our residents, while other certified Fire Departments have.

I write to be on record that Seaside is prepared, with not more than 24 hours notice, to staff a mass vaccination site to serve our residents, and the Peninsula.

While we understand that there is a lack sufficient supply of vaccine, I respectfully ask that you evaluate the equitable distribution of vaccine for all the residents of Monterey County and, again, offer the services of Seaside staff to operate a mass vaccination site.

Thank you, in advance.

Sincerely,

Ian N. Oglesby
Mayor, City of Seaside



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

DATE: February 18, 2021

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING AN AGREEMENT FOR
CONTRACTOR SERVICES WITH PRECISION CONCRETE
CUTTING FOR AN AMOUNT NOT TO EXCEED \$66,000**

RECOMMENDATION

Adopt the Resolution authorizing the execution of an Agreement for Contractor Services with Precision Concrete Cutting for sidewalk inspection and maintenance services and to authorize the City Manager to execute the agreement.

BACKGROUND

In 2016 the City hired a consultant to conduct a citywide assessment for all sidewalks located in the public right of way. A report was generated that identified location of broken sidewalk and damaged sidewalk that posed a tripping hazard.

The City developed an annual sidewalk repair program based upon the consultant's report. As part of City sidewalk program the City does, as a courtesy, shave sidewalk uplifts less than 2", even though California Street and Highways Code 5610 makes the property owner responsible for maintaining the sidewalk in front of their property. The Council authorized in 2019-2020, the shaving of sidewalk in the worst condition that could be addressed with the shaving process by approving a contract with Precision Concrete Cutting (Precision) in the amount of \$66,000.

Shaving down concrete sidewalk uplifts is a cost effective alternative to the conventional method of removing and replacing. With this method, Precision is able to safely repair sidewalk uplifts that measure between ¼ and 2 inches in height. Through the initial contract in 2019-2020, Precision repaired 825 locations identified by the sidewalk assessment report and identified 52 locations which require to be removed and replaced. The cost savings of repairing the 825 locations by shaving versus the

conventional method is estimated to be \$222,750.00.

Staff would like to continue the sidewalk shaving repair program as the City's commitment to reduce liability and encourage business investment. Realizing it will take multiple years to address the currently identified issues, the City was divided into 5 zones (Exhibit B to Attachment A) with the goal of inspecting an entire zone during a fiscal year and repairing as many locations as feasible and budget allows. At locations with significant displacement greater than 2 inches which cannot be repaired using the Precision method of shaving, a temporary "make safe" is installed by City maintenance staff. Concurrent with the "make safe" effort, and consistent with California Streets and Highway Code, the City notifies the adjacent property owner of their responsibility to repair the sidewalk. With the Agreement (contract) provided as Attachment 2, shaving would proceed starting with zone 1. Staff is recommending approval of another contract with Precision Concrete Cutting for amount not to exceed \$66,000 for sidewalk inspection and maintenance services.

FISCAL IMPACT

Approval of the Agreement (contract) will incur expenditures in an amount not to exceed of \$66,000. The contract is proposed to be funded from the Street Fund Account (Acct# 210-8110-2073) where there are sufficient funds available.

ATTACHMENTS

1. Resolution
2. Contract

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION 21-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING EXECUTION OF A CONTRACT WITH PRECISION CONCRETE CUTTING FOR A COST NOT TO EXCEED \$66,000 FOR SIDEWALK MAINTENANCE AND REPAIR SERVICES IN THE CITY OF SEASIDE

WHEREAS, safe sidewalks improve the quality of life for the businesses and residents of Seaside and encourage economic investment in the City; and

WHEREAS, The City Council held a study session on November 21, 2019 regarding sidewalk maintenance and repair; and

WHEREAS, at the November 2019 meeting, the Council provided direction to staff to engage the services of Precision Concrete Cutting (Contractor) to implement cost effective repairs in the amount of \$66,000 during fiscal year 2019-2020; and

WHEREAS, Contractor has a Master Services Agreement with the City's insurance provider California Joint Powers Insurance Authority and as a member, the City is authorized to utilize the services outlined in that agreement, with the exact terms and conditions to be arranged between the City and the Contractor; and

WHEREAS, additional inspection and repairs are necessary throughout the City and are anticipated to take multiple years to address; and

WHEREAS, the Contractor is able to provide sidewalk inspection and repair services; and

WHEREAS, this expenditure is a qualified expenditure to account for the City's Maintenance of Effort spending required to receive Measure X funds; and

WHEREAS, the Street Fund 210-8110- there are sufficient funds to award the contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City Manager to execute a contract with Precision Concrete Cutting for sidewalk repair and maintenance in the City of Seaside for a cost not to exceed \$66,000 and authorizes the Finance Director to make the necessary budget adjustments to the FY 20-21 budget.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 18th of February 2021 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



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
SIDEWALK INSPECTION AND MAINTENANCE SERVICES ZONE 1**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 2020, between the City of Seaside, a municipal corporation ("City") and PRECISION CONCRETE CUTTING ("Contractor") whose current and valid Contractor's License #1032474 as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than JUNE 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A for Zone 1 of Exhibit B, Service Option 2. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A- Option 2 for Zone 1 of Exhibit B. Exhibit A and Exhibit B may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CITY MANAGEMENT

City Engineer/Public Works Services Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by

Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager , shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "A", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed SIXTY SIX THOUSAND DOLLARS (\$66,000) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided

that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at Precision Concrete Cutting, 335 Beach Road, Burlingame, ca 94010;; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing

Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall

require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

SIDEWALK INSPECTION AND MAINTENANCE ZONE 1

To Contractor:

PRECISION CONCRETE CUTTING
335 BEACH ROAD
BURLINGAME, CA 94010

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____

Attachments:	Exhibit A	MASTER SERVICES AGREEMENT
	Exhibit B	SIDEWALK INSPECTION PROGRAM ZONE MAP
	Exhibit C	INSURANCE REQUIREMENTS

MASTER SERVICES AGREEMENT

This Master Services Agreement ("AGREEMENT") made as of this date, 1/1/2019, by and between Precision Concrete Cutting ("CONTRACTOR") and The California Joint Powers Insurance Authority ("AUTHORITY").

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow California JPIA members ("MEMBER") access to professional sidewalk inspection and maintenance services.

Further, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR's specific services are defined below, and are available to MEMBER on an as-needed basis. The exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBER is responsible for initiating and requesting any work of CONTRACTOR.

Service Option 1

SIDEWALK ASSESSMENT SERVICES

CONTRACTOR will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of MEMBER with the agreement of both parties.

Sidewalk Assessment Fee Schedule

Cost Per Sidewalk Mile	Total Sidewalk Miles	Estimated Cost per Day	Estimated Man Days	Total Estimated Assessment Cost
\$386.00	TBD	\$1,000	TBD	\$ TBD

Sample Services and Responsibilities

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public rights-of-way designated on the maps.
3. CONTRACTOR shall use current ADA and California Building Code standards, as applicable, in determining trip hazards. These hazards shall include, but not be limited to:
 - a) Differential displacement between sidewalk sections 3/8" or greater
 - b) Spall surfaces, holes in surfaces, and cracks above 1" wide or greater
 - c) Deteriorated joints that have an eroded condition and are 1/2" wide or greater
4. CONTRACTOR shall record location of damaged sections in a GPS device.
5. Data entered into the GPS device shall be provided in writing to the MEMBER.
6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a) Identification and description of each problem condition
 - b) Physical address and location, including GPS location data
 - c) Size of the hazards in height, length, and square foot

- d) Probable cause of the hazard, if evident
 - e) Pictures of damaged areas
 - f) Priority for repair – high, medium, or low
 - g) Recommended action to be taken
7. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Service Option 2

SIDEWALK TRIP HAZARD REMOVAL

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$25.75	\$51.75	\$104.25	5 lin. feet	25 sq. ft.
Price per Sq. Ft.	\$1.03	\$2.07	\$4.17	\$5.00	N/A

CONTRACTOR shall be paid a fee for trip hazard repair service on lifted sidewalk with a difference in vertical elevation 3/8" and above to 2 1/2".

The fee paid to CONTRACTOR for trip hazard removal shall be charged on a per hazard class per 5 lineal feet. Removal of a trip hazard greater than 5 lineal feet shall be charged in 5 linear foot increments:

Example: A small hazard (3/8" to 1/2" high) that is 7 lineal feet shall be charged for 10 linear feet = \$26.50 x 2 locations = \$53.00.

Sample Services and Responsibilities

1. CONTRACTOR shall repair sidewalk trip hazards from 3/8" and up to 2 1/2" in designated work areas as determined by the MEMBER.
2. CONTRACTOR shall remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving a zero point of differential between slabs.
3. CONTRACTOR shall not cause any damage to landscaping, trees, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If CONTRACTOR and/or CONTRACTOR's equipment does cause damage to above, the MEMBER must be notified immediately and damages must be repaired at the CONTRACTOR's expense within 24 hours of the time the damage occurred.
4. CONTRACTOR shall completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
5. CONTRACTOR shall repair each sidewalk trip hazard without damage to adjacent slab(s) or curb(s).
6. CONTRACTOR shall cut dry with dust abatement mechanism. No water-cooling is allowed, which creates slurry and contaminates storm drains or causes excessive environmental impact.
7. CONTRACTOR shall submit an itemized summary of all repaired hazards which includes:
 - a) The specific hazard height – both high side and low side measurement – in 1/8ths of an inch
 - b) The actual length of the repair to the nearest 1/2 foot
 - c) The total width of actual repair to the nearest 1/2 foot
 - d) The square feet of the effective panel from joint to nearest joint or score line
 - e) The calculated unit for measurement shall be the square foot of the affected panel



- f) The physical location (address) of each repair
 - g) Pictures of each repair, as requested
 - h) Itemized cost of each repaired trip hazard
8. CONTRACTOR shall submit a detailed invoice setting forth the services performed, in accordance with the formula for saw-cutting calculations. All invoices must show the cut depth, size, length, width, square feet, address, the number of locations, and the date repaired for each hazard removal. The billing unit for invoice calculation shall be the number of locations where one (1) location is up to 5 lineal feet.
 9. CONTRACTOR shall guarantee specified repair slope (1:12, or based upon the Americans with Disabilities Act and California Building Code) is achieved. If defined slope is not achieved, CONTRACTOR must repair to specification at no additional charge within 24 hours of discovery.
 10. CONTRACTOR shall guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a co-efficient of friction of at least 0.6.
 11. Method of trip hazard removal shall entail precise saw-cutting performed with hand-held, electric-powered equipment, using a machined hub and flush-mounted, diamond-tipped blades. Must be capable of cutting at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, and next to fences and retaining walls or buildings.
 12. CONTRACTOR shall make its best effort to notify residents 3 days in advance of any work and schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.
 13. CONTRACTOR shall take precautions during saw-cutting operations not to disfigure, scar, or impair the health of any tree on public or private property.

Service Option 3

SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$31.00	\$62.00	\$123.00	5 lin. feet	25 sq. ft.
Price per Sq. Ft.	\$1.24	\$2.48	\$4.92	N/A	N/A

See sample services and responsibilities under respective sections in Service Option 1 and Service Option 2.

Service Option 4

FIVE-YEAR MAINTENANCE PROGRAM

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$31.00	\$62.00	\$123.00	5 lin. feet	25 sq. ft.
Price per Sq. Ft.	\$1.24	\$2.48	\$4.92	N/A	N/A

Sample Sidewalk Survey Services and Responsibilities

1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
2. CONTRACTOR shall specify problems and recommend action to be taken.
3. CONTRACTOR shall prioritize the areas and problems to be resolved.
4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
6. CONTRACTOR shall recommend areas to be demolished and replaced.
7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a) Identification and description of each problem condition
 - b) Physical address and location, including GPS location data
 - c) Size of the hazards in height, length, and square foot
 - d) Probable cause of the hazard, if evident
 - e) Pictures of damaged areas
 - f) Priority for repair – high, medium, low
 - g) Recommended action to be taken
 - h) CONTRACTOR shall report to the MEMBER the results of the inspection upon completion

Sample Sidewalk Trip Hazard Removal Services and Responsibilities

1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from 3/8" up to 2 1/2" in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
3. The MEMBER shall set a fixed budget "not to exceed" per month, per quarter, or per year.
4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management.

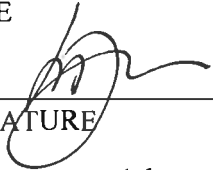
Sample Remove/Replacement Survey Reporting Services and Responsibilities

1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
2. CONTRACTOR shall identify "remove and replacement" locations to maximize the repair of locations that truly need to be replaced.
3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the affected panels to be replaced.
4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
5. CONTRACTOR shall provide an in-depth report on a monthly basis, audit-able for maintenance and risk management.

FOR AUTHORITY:

Norman Lefmann
NAME

Assistant Executive Officer
TITLE


SIGNATURE

12/5/18
DATE

FOR CONTRACTOR:

Gary Beneduci
NAME

General Manager
TITLE


SIGNATURE

11/26/2018
DATE

EXHIBIT B

CITY OF SEASIDE
SIDEWALK INSPECTION PROGRAM

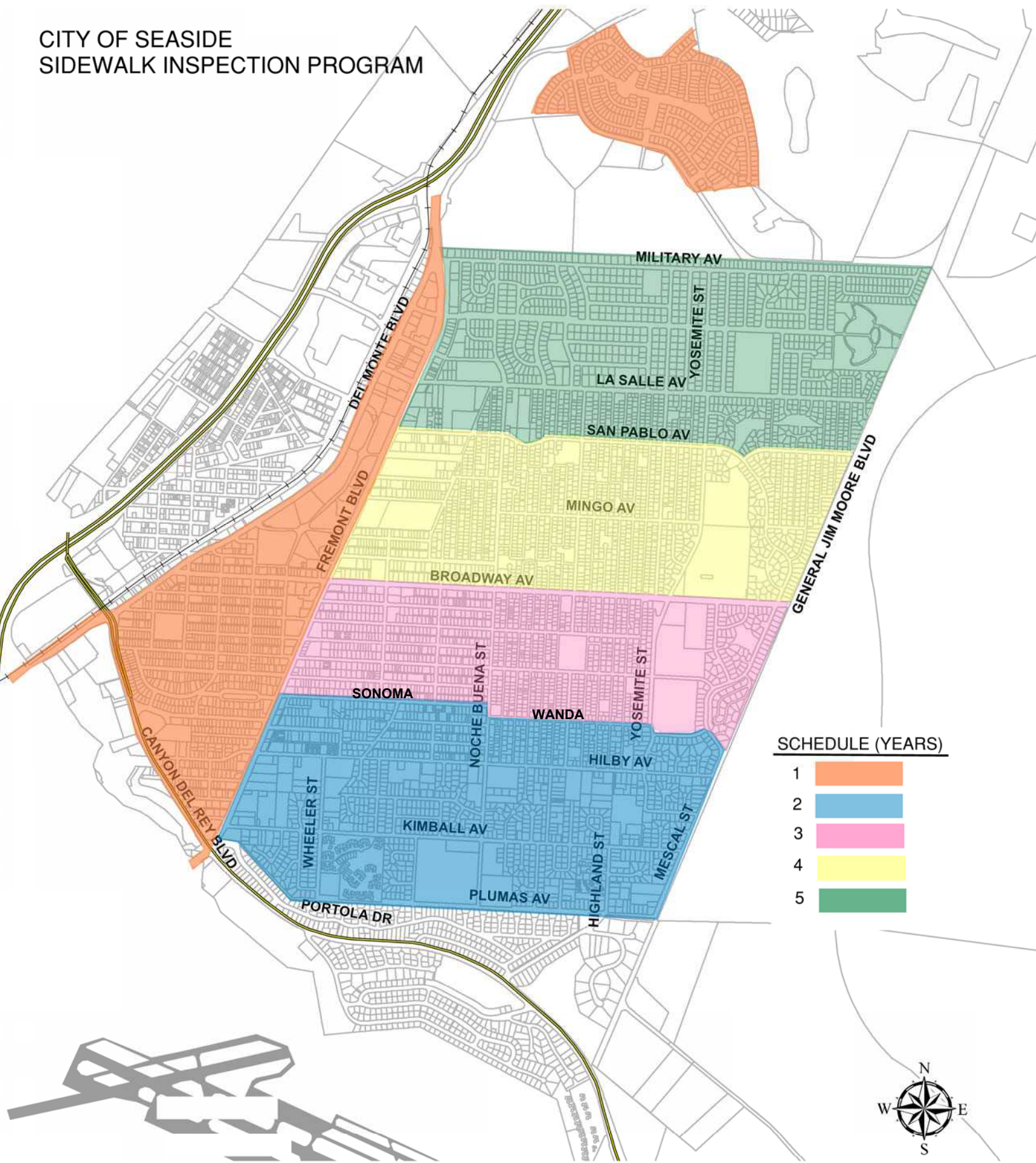


EXHIBIT C

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that

will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as

their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: February 18, 2021

**SUBJECT: APPROVE RESOLUTION APPROVING AN AMENDMENT TO THE
AGREEMENT WITH HARRIS & ASSOCIATES FOR THE PHASE 3
PAVEMENT REHABILITATION PROJECT**

RECOMMENDATION

Adopt resolution authorizing the City Manager to execute a contract amendment to the professional services agreement with Harris & Associates (Harris) to include Construction Management and Design Services for the Phase 3 Pavement Rehabilitation Project for an amount not to exceed \$137,239.

BACKGROUND

On November 1, 2018, the City Council awarded a professional services agreement to Harris for the design of roadway improvements. Due to the complexity of the project and to control costs, the construction management services scope of the work was awarded for the different Phases of the Pavement Rehabilitation Project as Amendments #2, #3, and #4. Under the current amendments, the majority of the construction management services provided by Harris is focused on field inspection activities. City Staff is performing the more complicated duties of the construction management tasks, to include project management and resident engineer duties, as well as providing part time field inspection.

The City staff engineer responsible for the construction management tasks of the project is no longer working for the City of Seaside. Based upon current work load demands for the engineering department, additional resources are necessary to insure the successful completion of the Phase 3 Pavement Rehabilitation Project. In addition, subconsultant design services are needed for Echo Avenue full depth reclamation design. Harris is qualified and has the resources to provide the necessary construction management services.

Harris submitted a proposal dated February 4, 2021 in the amount of \$137,239 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 Request for Proposal (RFP). It is recommended the Council approve Amendment #5 and authorize the City Manager to execute the Amendment.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Amendment #5 to the Professional Services Agreement (PSA) with Harris & Associates Construction Management Services will be funded from the Measure X Bond and SB1 on-going revenues.

ATTACHMENTS

1. Resolution
2. Amendment #5

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 \$137,239.

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, Amendment #3 & 4 was awarded to Harris & Associates to provide design services during construction, construction management, and inspection services during construction of the Phase 3 Project, with city staff performing the bulk of the construction management tasks and part time inspections; and

WHEREAS, city staff responsible for the construction management tasks is no longer with the city; and

WHEREAS, based upon the current work load demands for the engineering department, additional resources are necessary to insure the successful completion of the phase 3 Pavement Rehabilitation project; and

WHEREAS, Harris & Associates submitted a proposal dated February 4, 2021 to provide additional design during construction, construction management and inspection services during construction of the Phase 3 Project; and

WHEREAS, staff determined that Harris & Associates is qualified to perform the above mentioned 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. 5, attached hereto, to the professional services agreement with Harris & Associates for an amount not to exceed One Hundred Thirty Seven Thousand Two Hundred Thirty Nine Dollars (\$137,239) for additional design during construction, construction management and 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 18th day of February 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

CONTRACT AMENDMENT #5
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. 450 Lincoln Ave. Suite 103, 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, A4, and A5, 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, A4 and A5.

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, A4, and A5 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$1,058,180	\$756,873	\$137,239	\$1,952,292
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 #5
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
<i>Frank S. Lopez</i>	Frank S. Lopez Director, Engineering Services	2/4/2021
Signature	Name and Title	Date



February 4, 2021

Scott Ottmar, PE
Senior Engineer
City of Seaside

Amendment #5 – Construction Management Services for the Seaside Roadway Rehabilitation Phase 3

Dear Mr. Ottmar:

We appreciate the opportunity to continue to provide Construction Support Services for the City of Seaside Roadway Rehabilitation Phase 3. Harris & Associates (Harris) is currently providing Inspection and Engineering Services During Construction for this project and has been asked to provide additional support due to the following:

- City requires Construction Management (CM) services due to a lack of City resources. This includes CM support during construction and closeout phases.
- Additional support for Field Engineering and CM Administration is needed due to the construction schedule. Our original contract assumed construction completion in January 2021. The estimated completion date is April 15, 2021, with the closeout phase extending into May 2021.
- Additional Design Services are needed to support the pavement rehabilitation of Echo Avenue.

The following outlines the scope of services, which are based on discussions with City staff.

SCOPE OF SERVICES

Task Description	Our Approach	Deliverables
1.0 Project Administration		
1.1 Project Management	Manage resources, schedule and budget.	Monthly Progress Reports.

Task Description	Our Approach	Deliverables
2.0 Construction Services		
2.1 CM Admin	Monitor Labor Compliance, coordinate RFIs and document control. Assist with Closeout including document turnover and misc. forms to certify materials and budget.	N/A
2.2 Construction Management	a. Supervise project staff and assign inspection needs as necessary. b. Verification of Pay Quantities and Quantity Reviews c. Review of Change Orders Backup Documents d. Frequent Site Visits to oversee inspectors, resolve conflicts in the field and to observe critical activities. e. Draft Change Orders f. Monitor Site Safety. g. Reviews and Responds to Submittals and RFI's. Will forward to City Project Manager any non-technical submittals requiring City approval. h. Preparation and distribution of WSWD i. Compiles and Organizes Inspectors Daily Reports. j. Prepares Punch List and coordinates its completion/sign off. k. Works with inspector to resolve issues in the field with field changes. Coordinate with the City as needed to resolve. l. Responsible for complete As-Built records. m. Review T&M Extra Work Bills n. Assists with Closeout including redline review, document turnover and misc. forms to certify materials and budget.	N/A
2.3 Field Engineering	Assist Construction Inspector with pay approvals, quantity calculations, daily reporting and design plan clarifications. Attend meetings as needed.	Field engineering reports to support daily reporting and quantity calculations.
2.4 Design Support	Prepare Design sheets to include FDR for Echo Avenue. Update specs and coordinate with PEI.	Design Sheets (2) and specifications.

Task Description	Our Approach	Deliverables
2.5 Pavement Evaluation (Sub)	Refer to Pavement Engineering Inc. Proposal	Refer to PEI Proposal

PROPOSED FEES

Our level of effort is based on providing these services from February 1, 2021 through May 28, 2021. The proposed services will be provided on an “hourly not-to-exceed” basis as shown in the attached Exhibit A, with the exception of Tasks 3 and 4 in Pavement Engineering Inc. proposal, included as Exhibit B.

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 B – PEI Proposal

**CITY OF SEASIDE
ROADWAY REHABILITATION PHASE 3
AMENDMENT #5**

TASK, PHASE, DESCRIPTION	STAFF	Project Director/Manager F Lopez HOURS	Project Engineer C Mercado HOURS	Design Engineer H Whelan HOURS	TOTALS
DESIGN SERVICES DURING CONSTRUCTION (DSDC) AND CONSTRUCTION MANAGEMENT					
1.0 PROJECT ADMINISTRATION					
1.1 Project Management		32			
SUBTOTAL HOURS		32	0	0	32
SUBTOTAL DOLLARS		\$8,320	\$0	\$0	\$8,320
2.0 CONSTRUCTION MANAGEMENT					
2.1 CM Admin	Refer to Construction Management Cost of Services Worksheet (Exhibit A)				\$10,560
2.2 Construction Management					\$67,200
2.3 Field Engineering					\$22,500
2.4 Design Support		4	24	20	\$7,580
SUBTOTAL HOURS		4	24	20	48
SUBTOTAL DOLLARS		\$1,040	\$3,840	\$2,700	\$107,840
HARRIS DESIGN HOURS AND COST					
HOURS PER POSITION		36	24	20	
HOURLY RATE (TYPICAL)		\$260	\$160	\$135	
A. SUBCONSULTANT COST - FIRM		ROLE	CODE	FEE	
2.5 Pavement Engineering Inc. (SUB)		Design	PEI	17,075	
SUBCONSULTANT TOTAL COST:					\$17,075
SUBCONSULTANT MARK-UP (5%)					\$854
OTHER DIRECT COSTS					\$3,150
TOTAL COST (NOT TO EXCEED):					Total: \$137,239

ASSUMPTIONS:

- 1 Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
- 2 Refer to Exhibit B for level of effort and assumptions for Construction Management and Inspection Services.

EXHIBIT A

CITY OF SEASIDE ROADWAY REHABILITATION PHASE 3

Amendment #5 Cost of Services Worksheet

Project Schedule		2021			
		Feb	Mar	Apr	May
Calendar days		28	31	30	31
Work days		19	23	22	20
Hrs		152	184	176	160
Construction Phase					
Closeout					

	Construction Manager	Field Engineer	CM Admin
Rate	\$200	\$125	\$110
Hours	336	280	96
Costs	\$67,200	\$35,000	\$10,560

Task	Hours				Total Fee
	Feb	Mar	Apr	May	
Construction					
Construction Admin	24	24	24	24	\$10,560.00
Construction Management	76	92	88	80	\$67,200.00
Field Engineer	76	92	88	24	\$22,500.00
Construction Subtotal					\$100,260.00
TOTALS =	176	208	200	128	\$100,260.00

Other Direct Costs		
	ODC's (vehicles)	\$3,150.00
	Total ODC's	\$3,150.00
	Total Estimated Fee	\$103,410.00

Note 1: This estimate is based on 1/2 time for CM and Field Engineer support, and full time Inspection through April 15, 2021

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.



January 20, 2021

MP21-029A

Christian Mercado
Sr. Project Engineer
450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Subject: Pavement Evaluation and Design Services for the City of Seaside

Dear Christian:

Per your request, we are submitting our proposal for pavement evaluation and design services for the subject project. Our work will include deflection testing, coring and providing rehabilitation options for the following street segments:

- Echo Avenue – 300 fee W/O Baker Street to Fremont Boulevard

Our scope of work is broken down into the two tasks outlined below.

SCOPE OF WORK

Task 1 – Pavement Evaluation Services

The field-testing portion of our work consists of deflection testing and coring the pavement to determine the asphalt layer thickness. Deflection tests will be performed at 100-foot maximum intervals in each travel lane. Coring will be performed at 500-foot maximum intervals over the street segment. The deflection analysis will be performed in general accordance with CTM 356. Our work excludes pre-marking the coring locations and coordination with Underground Service Alert. Moving traffic control will be provided. Flagging will be provided as necessary. Harris & Associates will provide the traffic index.

To assist us with the evaluation, we will measure the full structural section (AC & AB) at each core location. We will also collect native soil samples that will be used to determine the R-value.

The engineering report summarizes our deflection analysis and contains rehabilitation and reconstruction options for the street segment tested. The purpose of our evaluation will be to confirm that an FDR treatment will be appropriate, but we will also explore all possible rehabilitation options. Included with the report are deflection summary sheets, photos and a visual description of the street segment.

Lump Sum Fee for Task 1: \$9,975

Task 2 – Provide Design Assistance

Once the City selects the rehabilitation option for the project streets, PEI can provide design assistance to Harris & Associates. Our work will consist of answering design questions, reviewing the PS&E package to ensure that the pavement recommendations are properly incorporated. PEI will provide these services on an as-needed basis. All fees for this task will be on a time and materials bases.

Task 2	Provide Design Assistance	Rate	Hours	Total
	Senior Principal Engineer	\$240	4	\$960
	Assistant Engineer	\$160	4	\$640
Estimated Fee for Task 2:				\$1,600

Task 3 – Collect Material Samples

While on site during the Task 1 scope of work, we will collect the additional sample material required by the laboratory to run an FDR mix design for Echo Avenue. The samples will be bagged and delivered to our lab for potential testing.

Lump Sum Fee for Task 3: \$1,500

Task 4 – FDR Mix Design

After completing the work associated with Task 1, PEI will determine if the existing native subgrade soil requires treatment. At the City's request, PEI will prepare an FDR mix design for the material collected during Task 3. The mix design will be provided to Harris & Associates for their use.

Lump Sum Fee for Task 4: \$4,000

Based on our current workload, we anticipate 3 to 4 weeks to complete Tasks 1 and 3 after receiving the notice to proceed. Tasks 2 and 4 will follow as needed. The attached proposal conditions will apply. Please feel free to contact me at (805) 781-2265 with any questions.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Principal Engineer

Attachments: Proposal Conditions
pc: C File, M File, MP Files

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump-Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$2,000,000.
5. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.





CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: February 18, 2021

**SUBJECT: APPROVE A RESOLUTION APPROVING THE APPLICATION FOR
STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM ROUND FOUR GRANT FUNDS**

RECOMMENDATION

Approve a resolution to approve the application for the Statewide Park Development and Community Revitalization Program Round Four Grant Funds.

BACKGROUND

On June 5, 2018 California voters approve Proposition 68, the Parks, Environment, and Water Bond. Proposition 68 authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects.

Assuming a 3.5 percent interest rate over a 30-year period, the bond issue was projected to generate \$2.53 billion in interest, meaning the state was expected to spend \$6.53 billion to pay off the bond issue. The measure required that between 15 and 20 percent of the bond funds, depending on the type of project, be dedicated to projects in communities with median household incomes less than 60 percent of the statewide average; that 60 percent threshold amounted to about \$39,980 in 2016.

The largest amount of bond revenue—\$725 million—was earmarked for neighborhood parks in park-poor neighborhoods in accordance with the Statewide Park Development and Community Revitalization Act of 2008's competitive grant program. The measure also reallocated \$100 million in un-issued bonds that voters approved via Proposition 1 (2014), Proposition 84 (2006), and Proposition 40 (2002). One of the grant opportunities through Proposition 68 is the Statewide Park Program Grant - Round 4 where \$252,942,000 is available for communities that meet the specific criteria. The main

criteria that needs to be met is that the applying agency needs to create a new park, or revitalizing an existing park in an area of the community that has a ratio of less than 3 acres of parkland per 1000 residents OR a median household income below \$56,982 within a half mile radius of the proposed location.

Staff originally applied for the Statewide Park Program round three back in August of 2019, however our application was not selected. Round three had 478 applications that were received requesting \$2.3 billion for the available \$254.9 million that were available. Based on the requirements, staff has determined that based on the criteria that is required to submit an application. Manzanita-Stuart park is still the only park in the City that is eligible for consideration during this round of funding. Staff is re working the original application to find areas that could be improved on, with one of the main areas being including the bridge that connects Manzanita-Stuart park to Lincoln Cunningham park.

FISCAL IMPACT

There is no fiscal impact for this item.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE MANZANITA-STUART PARK REVITALIZATION PROJECT AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of February, 2021 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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: February 18, 2021

**SUBJECT: AUTHORIZE CITY MANAGER TO SIGN A LETTER SUPPORTING A
CONSOLIDATED HEARING FOR THE MONTEREY PENINSULA
WATER SUPPLY PROJECT**

RECOMMENDATION

Authorize the signing and submission of the letter supporting a consolidated hearing for the Monterey Peninsula Water Supply Project.

BACKGROUND

The City previously provided a letter to California American Water (Cal Am) on April 18, 2017 supporting a request for a consolidated hearing of the proposed Monterey Peninsula Water Supply Project (Project). In September 2020, Cal Am withdrew its Project application to the Coastal Commission with the intent to submit a new application. Cal Am submitted a request to the City for a letter reconfirming its concurrence for a consolidated review process for their new permit application to the Coastal Commission. Signing the letter does not approve or disapprove the Cal Am Project. Instead it allows consolidated hearings. This is a routine request which saves the City staff time and costs associated with processing a separate review.

The component of the Project located within the City's Local Coast Plan occurs where the proposed transmission pipeline crosses Highway 1 at Lightfighter Drive. The infrastructure will be entirely buried and situated within Caltrans right of way or required development setbacks.

A consolidated application under the Coastal Act allows the Coastal Commission to hold unified hearings to consider projects which cross multiple jurisdictions. The Coastal Commission's consolidated hearings measure a cross-jurisdictional project in light of the

Coastal Act and the local coastal program that applies to that portion of the property crossing a local jurisdiction. Coastal staff provide the analysis and the reports evaluating the projects. In the absence of a consolidated application, the City will be required to analyze the Cal Am application against the City's local coastal program and hold hearings for a Coastal Development Permit to be issued by the City.

Attached is the draft letter consenting to a consolidated hearing by the Coastal Commission. Staff recommends authorizing the City Manager to execute the letter and send it to Cal Am. Staff will continue to follow Cal Am's application and will periodically provide updates to the Council and the public on the status of the application.

FISCAL IMPACT

None

ATTACHMENTS

1. Letter

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

Craig Malin, City Manager



OFFICE OF THE CITY MANAGER

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6701
Fax 831-624-5839

February 18, 2021

Mr. Tim O'Halloran, PE, Engineering Manager
California American Water Company
511 Forest Lodge Rd #100
Pacific Grove, CA 93950

**RE: Request for Concurrence with a Consolidated Approach to Permitting for the
Proposed Monterey Peninsula Water Supply Project**

Dear Mr. O'Halloran:

I understand that based on a request from California Coastal Commission (CCC) staff, California American Water Company (CalAm) has asked the City of Seaside to re-confirm its concurrence with obtaining a consolidated Coastal Development Permit (CDP) review process for the above referenced project via the CCC. The City of Seaside previously confirmed its concurrence in proceeding with such a consolidated CDP in a letter to CalAm dated April 18, 2017.

According to Section 30601.3 of the California Coastal Act, the CCC may process and act upon a consolidated CDP application if both of the following criteria are satisfied: (1) A proposed project requires a CDP from both a local government with a certified local coastal program and the CCC; and (2) The applicant, the appropriate local government, and the CCC, which may agree through its executive director, consent to consolidate the permit action, provided that public participation is not substantially impaired by that review consolidation.

Our understanding of the project is as follows:

1. Extraction wells and the pipelines are within the Coastal Zone that includes multiple jurisdictions with multiple certified Local Coastal Plans (LCPs).
2. Part of the overall project is within an area of jurisdiction that would require a permit from the CCC as well as from other local agencies with certified LCPs.
3. There are components of the project that lie outside the Coastal Zone. The CCC requires these entitlements to be permitted by local agencies.

The City has considered your request and the scope of the project as a whole. We agree that a consolidated approach for the portions of the project within the Coastal Zone would meet the intent of the Coastal Act. Consistent with the City's position in its April 18, 2017 letter, the City continues to request that the Commission meeting on this matter occur in central coastal California.

If you have any questions, please do not hesitate to call me at (831) 899-6701.

Sincerely,

Craig Malin
City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Victor Damiani, Finance Director

DATE: February 18, 2021

**SUBJECT: APPROVE RESOLUTION ACCEPTING THE ANNUAL MID YEAR
FINANCIAL REPORT AND ADOPTING PROPOSED CHANGES TO
THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR
2020-2021**

RECOMMENDATION

Adopt a Resolution accepting the annual mid year financial report and adopting proposed changes to the budget for the Fiscal Year 2020-2021.

BACKGROUND

This item provides the City Council an opportunity to review the Annual Operating Budget as of the mid-year and amend the budget as deemed necessary.

FISCAL IMPACT

As presented in the Mid-year Financial Report.

ATTACHMENTS

1. Mid Year Financial Report _FY20-21
 2. Resolution Mid Year Budget Changes
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Craig Malin, City Manager

Mid-Year FY 2020-21 Financial Report (Unaudited)



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INTRODUCTION

This is the second quarterly report for Fiscal Year 2020-21, and comprises results for the six-month period ending December 31, 2020. While a few other notable funds are reviewed, this report focuses primarily on the City's general fund. General Fund operating revenues and expenditures are compared to previous year results and/or current budgets are presented, and any notable changes or trends in these numbers are explained. The report is presented on a cash basis, which means that revenues are recognized at the time revenues are received and expenditures are recognized at the time payment is processed. The City does not accrue revenues or expenditures in the second quarter.

The purpose of this report is twofold. First, it ensures that the City is consistently monitoring its revenues and expenditures so that it may proactively respond to unanticipated changes or emerging trends. Second, and equally important, consistent reporting increases the transparency of the City's finances. Quarterly reporting provides the City Council, City Administration, taxpayers and ratepayers with information that demonstrates the City is meeting this standard.

The information in this report is the most accurate and up-to-date information available at the time of publication. It is not meant to be inclusive of all financial and accounting transactions. It is intended only to provide the Council, Management and the public with an overview of the state of the City's general fiscal condition. It should be noted that this report is not an audited financial statement, and the numbers provided herein are preliminary and subject to change as the year progresses. No data on revenues and expenditures are final until the City has completed its annual audit and finalized its Comprehensive Annual Financial Report (CAFR), released in the winter of each year for the prior fiscal year

ECONOMIC OUTLOOK

In March of 2020, the City declared a local emergency in response to the COVID-19 worldwide pandemic. The ensuing statewide shelter in place orders coupled with various levels of "reopening" created financial turmoil in the fourth quarter of FY 2019/20 and continues to wreak havoc on the U.S. and worldwide economies at all levels.

In late summer and early fall many areas of the U.S. experienced a much welcomed slowing of the spread of the virus. Unfortunately, as fall progressed infection rates again began to increase and then spiked in winter. In response to the winter spike, the state of California again issued stay at home orders in December of 2020 and running through early January 2021. December also saw the approval of two effective vaccines against the virus. Thus far, the rollout and distribution of the vaccines has been slow and challenging. With more time, it is hoped the vaccination program will pick up speed.

All of these uncertainties have led to evolving consumer habits that have played out differently in different jurisdictions. For some, unfortunately, the revenue losses envisioned at the outset of the pandemic have been realized, while others are experiencing surprisingly positive results. This variation is also playing out across various revenue categories, with some depressed steeply and others showing surprising growth.

NATIONAL & STATE ECONOMIC OUTLOOK

Hdl (The City's revenue enhancement consultant) expects the national economy to grow 12% in FY 20-21, before slowing to 3.4% in FY 21-22. The large growth rate is in comparison to FY20, which saw recession.

- California's unemployment rate is expected to remain high at 8.8% in FY 20-21
- California Sales & Use Tax is expected to increase 2.1% in FY 20-21 and grow by 7.5% in FY 21-22

Source: Hdl

Early in the pandemic, the Federal Government passed and implemented the \$2.2 trillion CARES Act stimulus bill. The Federal Reserve also lowered the Federal Funds rate to between 0% and .25% where it remains today. In many ways the federal stimulus may have slowed the economic damage caused by the pandemic response and stabilized the economy. In December, the Federal Government passed and implemented another \$900 billion and the new administration has indicated it will pass another \$1.9 trillion early in 2021. These continued stimulus efforts might serve as a bridge for the economy until the pandemic is contained.

LOCAL ECONOMIC OUTLOOK

At the local level, the City of Seaside unemployment rate increased from 3.4% in March to 20% in April of 2020 and currently stands at 6.4%. Many of the City's small businesses continue to struggle due to closure or capacity reduction orders. In response, the City of Seaside City Council approved a \$200k revolving loan fund to assist small businesses locally. Additionally, the City pursued and was awarded grant funding to assist residents locally with utility payments and rental assistance.

The local housing market ended the calendar year on a high note as sales were strong in December and median prices continued to climb. Low interest rates coupled with low inventory drove sales prices up. The median sales price for a single-family home in the City of Seaside ended the year at \$595k, a 10.4% increase on a year over year basis. While this was good for the City's tax base it presents difficulty for first time home buyers.

In August, the City was awarded \$414k of the CARES Act stimulus mentioned previously and continues to use those funds for pandemic emergency response.

Additionally the City will continue to pursue FEMA reimbursement for emergency response costs as appropriate as well as various other grant sources.

A major sector of Seaside's local economy is based on tourism. The severe dropping of the local Hotel Tax (Transient Occupancy Tax) serves as a clear indicator of just how hard that sector has been hit. It is not unusual for businesses that rely on tourism to count on strong spring and summer months to carry them through the winter months. With only tepid spring and summer months in 2020, the winter months continued to be particularly difficult.

While the City's tax revenues overall have been surprisingly strong there are several sectors that continue to struggle. As we look forward to the spring and summer month's the local economy still faces many uncertainties.

GENERAL FUND

FY 2020-21 BUDGET RECAP:

General Fund Changes in Fund Balance:	FY2019-20 Adopted Budget	Increases	Decreases	FY 2020-21 Adjusted Budget
Revenues	<u>\$ 36,646,330</u>		<u>\$ (5,974,110)</u>	<u>\$ 30,672,220</u>
Expenditures				
Personnel Services	26,372,360		(1,927,939)	24,580,161
Non-personnel Services	11,472,904		(2,593,461)	8,751,295
Community/Social Services	-	500,000	-	500,000
Expenditures Subtotal	<u>37,845,264</u>	<u>500,000</u>	<u>(4,521,399)</u>	<u>33,831,456</u>
Surplus (Deficit)	<u>\$ (1,198,934)</u>	<u>\$ (500,000)</u>	<u>\$ (1,452,711)</u>	<u>\$ (3,159,236)</u>

In June of 2020, the City of Seaside City Council adopted the FY 2020-21 annual budget. Due to a projection of significant

decreases in revenues, a deficit budget was adopted including an operating deficit of \$2.7M. The budget showed a deficit despite a concerted effort to reduce personnel costs by approximately \$5.2M from the original projected personnel costs. General Fund personnel cost reductions were \$1.9M below the FY19-20 budget. Personnel cost reductions included the following:

- The reduction of twenty positions through elimination or budgetary freeze: 3 Police Sergeants, 2 Police Corporals, 5 Police Officers, as well as the reduction of one (1) of each of the following positions: Accountant II, Human Resources Specialist, Geographical Information Systems Coordinator (replaced with lower level position), Executive Assistant, Senior Administrative Assistant, Administrative Assistant, Senior Planner, Maintenance Field Supervisor, Senior Maintenance and Utilities Worker, Maintenance and Utilities Worker II, Building Maintenance Specialist and Recreation Program Supervisor
- The reductions were offset by the addition of 1 Administrative Analyst in Human Resources for shared services with the Police and Fire Departments to focus on staff training and education. Also, the workload of 2 Senior Administrative Assistants in the Building Division was repurposed to provide shared services to other departments. One new position was added in the Recreation department – Family & Community Support Practitioner.
- The number of staff Citywide decreased from 153 full time equivalents (FTEs) in FY 2019-2020 to 133 FTEs in 2020-2021
- City staff volunteered to reduce compensation, in a variety of ways, by approximately 10%

The magnitude of the staffing reduction is already having impacts on the scope and pace of work the City staff undertakes in FY 2020-21. Subsequently, through the first two quarters of the year the operating budget has

been adjusted somewhat with an appropriation of \$7,600 for an emergency backup generator, an additional \$135k capital appropriation for the City Hall Solar project, an appropriation of \$159,190 to fund one full time and two part time positions for the Family & Community Support program and an appropriation of \$320,000 to fund the Community Social Services grants.

RESERVES:

The aforementioned budget deficit required the appropriation of fund balance, which resulted in sizeable use of the City's rainy day reserves. In addition, the City Council adopted a \$500k appropriation of fund balance for enhanced community/social service programs bringing the total budgeted reduction in fund balance to \$3.3M. That in itself should not be viewed negatively as this was the precise situation that calls for the use of emergency reserves. Rather, the sizeable use of emergency reserves may serve as an indication of how tenuous the City's financial position was projected to become.

Reserve:	% of Expenditures per Policy	Policy Level	FY2019-20 Balances	FY 2020-21 Reserves Used	FY2020-21 Balances	Below Policy Level
Emergency	15%	\$ 5,074,718	\$ 6,240,000	\$ (1,653,414)	\$ 4,586,586	\$ (488,132)
Special	10%	3,383,146	4,100,000	(1,037,215)	3,062,785	(320,361)
* Capital	5%	<u>1,691,573</u>	<u>2,000,000</u>	<u>(603,608)</u>	<u>1,396,392</u>	<u>(295,180)</u>
		<u>\$ 10,149,437</u>	<u>\$ 12,340,000</u>	<u>\$ (3,294,236)</u>	<u>\$ 9,045,764</u>	<u>\$ (1,103,673)</u>

* Includes transfer of \$135k to the City Hall Solar Project

The effects of the second quarter results on the projected general fund balance will be analyzed and presented in a subsequent section of this report.

Q2 GENERAL FUND REVENUES:

Total budgeted revenues for FY 2020-21 are \$30.7M. This compares to a FY 2019-20 budget of \$36.7M; a budgeted revenue reduction of nearly \$6M. The following table presents comparisons against budget as well as on a year over year basis however, a few notes should be considered when reviewing the comparisons:

- Revenues are not always received in a uniform manner (often times two months in arrears)
- The City does not accrue revenues in the second quarter
- The bar set by the current year budget is rather low in light of the anticipated effect of the COVID-19 pandemic

General Fund Revenues:	Q2 FY20- 21 Budget	Q2 FY20-21 Results	Same time prior year	Year over Year Variance \$	Year over Year Variance %	Budget Variance \$	Budget Variance %
Sales and Use Tax	5,997,171	\$ 6,816,599	\$ 6,285,754	530,845	8%	819,428	14%
Other Agency Revenue	615,388	575,558	601,171	(25,613)	-4%	(39,830)	-6%
Transient Occupancy Tax	1,080,000	1,134,376	2,208,139	(1,073,763)	-49%	54,376	5%
Property Tax	1,823,018	2,469,648	2,072,317	397,332	19%	646,630	35%
Utility User Tax	1,105,336	1,349,714	1,291,736	57,979	4%	244,378	22%
Franchise Fees	760,135	255,506	278,899	(23,393)	-8%	(504,629)	-66%
Fees & Charges	282,925	160,520	451,423	(290,904)	-64%	(122,405)	-43%
Business License Tax	505,680	602,089	721,069	(118,980)	-17%	96,409	19%
Licenses & Permits	196,175	224,004	303,016	(79,012)	-26%	27,829	14%
Marijuana Receipts Tax	570,000	689,871	340,611	349,260	103%	119,871	21%
Miscellaneous-Other Revenue	185,250	154,602	195,013	(40,411)	-21%	(30,648)	-17%
Grant Revenue	148,425	627,067	152,384	474,683	312%	478,642	322%
Income from Investments	201,486	59,821	14,645	45,176	308%	(141,665)	-70%
Fines & Forfeitures	49,700	64,263	73,282	(9,019)	-12%	14,563	29%
Motor Vehicle In-Lieu	2,027,102	1,983,664	1,880,363	103,301	5%	(43,439)	-2%
Revenues by Source	\$ 15,547,790	\$ 17,167,302	\$ 16,869,822	\$ 297,481	2%	\$ 1,619,512	10%

As can be seen in the table, revenues in the second quarter totaled \$17M, which is 2% or \$300k higher than the second quarter of the previous year. The \$17M equals 56% of total budgeted revenue. At the midpoint of the previous year, the City had realized 46% of the final year-end total collections. This indicates that actual revenue collections are trending better than budgeted revenue. This is certainly welcome news, as all indications are that revenues were not hit nearly as hard as was projected at the time of budget preparation.

DISCUSSION OF SIGNIFICANT REVENUE VARIANCES:

➤ **Sales and Use Tax**

Through the second quarter of the fiscal year \$6.8M of sales and use taxes were collected. This equates to a \$531k or 8% increase over the same period in the previous year. Sales and Use Tax projections are provided to the City by Hdl, which is a revenue enhancement consultant used widely by Cities throughout California.

The City's sales and use tax outperformed budget in the first quarter of FY 2020-21 predominantly in the areas of auto sales, cannabis retail and online sales. The City also saw strong results in the areas of Building and Construction and Food and Drugs. This was particularly surprising as the City expected auto sales to see very abrupt declines for the year. On the other hand, fewer tourists and capacity limits did lead to steeper declines in casual dining. Additionally, lower prices at the pumps coupled with more people telecommuting led to steeper declines in service stations. The overall strong outcome through the summer is likely a result of the Cares Act unemployment benefits and changing spending habits due to restrictions on certain activities. Based on recent results and other factors, Hdl now projects that the City will realize \$15.8M in Sales and Use tax for the fiscal year as opposed to the \$12M budgeted. This revenue outlook is a primary factor driving an expected year-end surplus.

➤ **Transient Occupancy Tax (TOT)**

Through the second quarter of the fiscal year \$1.1M of TOTs were collected. This equates to a \$1M or 49% reduction over the same quarter in the previous year. This sector continues to struggle tremendously, especially in light of California's second shelter in place order. While two vaccines were developed and approved in late December of 2020, the roll out thus far has been slow and fraught with challenges. Despite the promise of the approved vaccines, TOT is likely to recover slowly and is unlikely to see increases until late summer or fall of 2021 at the earliest.

➤ **Fees and Charges**

Through the second quarter of the fiscal year \$161k of Fees and Charges were collected. This equates to a \$291k or 64% reduction over the same quarter in the previous year. Much of this revenue loss is due to restrictions on gatherings. Programs that usually generate revenue such as the community center, swim center and recreational day camps have generated almost no revenue. It is unlikely that this revenue source will recover until late summer or fall of 2021 at the earliest.

➤ **Property Tax**

Through the second quarter of the fiscal year \$2.5M of Property taxes were received from Monterey County. FY 2020-21 is showing an increase in this revenue source of \$397k or 19% over the previous fiscal year. The

combination of very low interest rates and a short supply of housing inventory has led to sharply increasing home values. In turn when homes are sold at a higher value, the taxable valuation increases. Additionally, as the recognized obligations of the previous Redevelopment Agency are paid down or settled, more property tax becomes available for excess distribution. Property taxes are projected to end the year \$1.6M more than budget. This revenue outlook is a primary factor driving an expected year-end surplus.

➤ **Utility User Tax**

Through the second quarter of the fiscal year \$1.3M of Utility User Taxes were collected. This represents an increase of \$58k or 4% on a year over year basis. The increase is likely due to people spending more time at home due to restrictions imposed by the County and State health officers therefore using more utilities.

➤ **Marijuana Receipts Tax**

The Marijuana Receipts Tax was a new tax revenue for the City beginning in FY 2019-20. The second quarter of FY 2019-20 showed a relatively modest \$341k in receipts as operations got under way. The following two quarters ballooned significantly so that the fiscal year total was \$1.2M. Through the second quarter of the current year, the City collected \$690k. This represents a 103% increase over the previous fiscal year second quarter. This is somewhat misleading however since the second quarter of fiscal year 2019-20 should not be considered a full quarterly collection as operations were just getting under way. Still, this new revenue source for the City shows promise of outperforming budget again this year. The growth of this new revenue source could however be slowed in the years to come if other cities on the peninsula license cannabis retailers; therefore creating more competition.

➤ **Grant Revenue**

Through the second quarter of the fiscal year \$627k of Grant revenues were collected. This represents an increase of \$475k or 312% over the same quarter in the previous year. The sizeable increase is due largely to receipt of \$414k in Cares Act reimbursement as well as \$90k in reimbursements for the Great Plates program. This category promises to grow through the end of the year as additional reimbursements for the Great Plates program are expected.

➤ **Licenses & Permits**

Through the second quarter of the fiscal year \$224k of License and Permit revenues were collected. This represents a decrease of \$79k or 26% over the same quarter in the previous year. This revenue source, however, is outpacing budget by \$28k or 14%. A year over year decline was expected due to the restrictions resulting from the COVID 19 pandemic.

➤ Business License Tax

Through the second quarter of the fiscal year \$602k of Business License tax revenues were collected. This represents a \$119k or 17% decrease over the same quarter in the previous year. This revenue source, however, is outpacing budget by \$96k or 19%. A year over year decline was expected due to the restrictions resulting from the COVID 19 pandemic.

Q2 GENERAL FUND EXPENDITURES:

Total budgeted expenditures for FY 2020-21 are \$33.9M including a \$500k assignment of fund balance for enhanced community/social service programs. This compares to a FY 2019-20 budget of \$37.9M; a budgeted expenditure reduction of nearly \$4.5M. As mentioned previously personnel cost were budgeted to be reduced by approximately \$1.9M on a year over year basis. Additionally, non-personnel costs were reduced by \$2.6M. Offsetting cost reductions was a cost increase of \$500k for enhanced community/social service programs.

Second quarter expenditures thus far are 46% of the total fiscal year 2020-21 budget. For comparison, through the second quarter of the prior year expenditures were higher at 50% of the fiscal year 2019-20 budget. At the mid-year point it appears that actual expenditures will be even less than the budget cuts implemented for the year. Staff projects expenditures to end the year nearly 5% under budget.

Expenditures are presented below in two different formats; the first is expenditures by type and the second is expenditures by department:

EXPENDITURES BY TYPE:

General Fund Expenditures by Type:	Q2 FY2020 -21 Adjusted Budget	Q2 FY20 -21 Actual Results	Same time prior year	Year over Year Variance \$	over Year Variance %	Q2 vs. Budget Variance \$	Q2 vs. Budget Variance %
Personnel Services	\$ 12,286,331	\$ 11,558,173	\$ 14,403,740	\$ (2,845,568)	-20%	\$ (728,158)	-6%
Services & Supplies	2,543,204	2,338,745	2,176,424	162,321	7%	(204,459)	-8%
Internal Service Charge	1,207,431	1,207,431	803,237	404,195	50%	-	0%
Capital Outlay-Projects	194,876	203,920	1,064,515	(860,594)	-81%	9,045	5%
Debt Service	121,569	141,016	667,267	(526,251)	-79%	19,448	16%
Transfer Out	1,197,979	135,000	-	135,000	n/a	(1,062,979)	n/a
Administrative Allocation	(616,568)	-	-	-	n/a	616,568	n/a
Expenditures by Type	\$ 16,934,821	\$ 15,584,285	\$ 19,115,183	\$ (3,530,898)	-18%	\$ (1,350,536)	-8%

Notes: Administrative Allocations are not accounted for in the second quarter and therefore show no activity. Furthermore, Debt Service is dependent on payment schedules and Capital Outlay is dependent on project schedules.

DISCUSSION OF SIGNIFICANT EXPENDITURE VARIANCES BY TYPE:

➤ **Personnel Services**

Personnel Services were down \$2.8M or 20% on a year over year basis. The amount of decrease was even greater than the budgeted cuts. Personnel costs were lower than budget by \$728k or 6%. The main components of this variance were; four police officer vacancies, one police sergeant vacancy and the Economic Development director vacancy. Additionally, personnel costs in the Recreation department came in well under budget due to continuing facility closures (\$327k). With Council approving a partial return of labor group concessions this winter, personnel costs will come closer in line with budget as we progress into spring and summer. Due to multiple high cost vacancies however, the City is likely to end the year significantly under budget for this expenditure type.

➤ **Services & Supplies**

Services and supplies were up 7% on a year over year basis yet under budget by 8%.

EXPENDITURES BY DEPARTMENT:

General Fund Expenditures by Department:	Q2 FY2020 -21 Adjusted Budget	Q2 FY20 -21 Actual Results	Same time prior year	Year over Year Variance \$	over Year Variance %	Q2 vs. Budget Variance \$	Q2 vs. Budget Variance %
Legislative Body	\$ 247,026	\$ 142,749	\$ 294,777	\$ (152,028)	-52%	\$ (104,277)	-42%
Administration	206,689	212,657	240,995	(28,338)	-12%	5,968	3%
City Clerk	390,301	292,838	330,929	(38,091)	-12%	(97,463)	-25%
City Attorney	268,702	215,758	377,985	(162,227)	-43%	(52,944)	-20%
Human Resources	294,834	299,715	364,556	(64,841)	-18%	4,881	2%
Finance Department	554,980	499,458	678,035	(178,578)	-26%	(55,523)	-10%
Police Department	6,433,760	5,824,870	6,691,438	(866,568)	-13%	(608,890)	-9%
Fire Department	3,703,790	3,838,541	5,210,018	(1,371,477)	-26%	134,751	4%
Building and Code Enforcement	298,939	301,865	263,810	38,055	14%	2,926	1%
Pandemic Response	-	692,615	-	692,615	n/a	692,615	n/a
Economic & Community						-	
Community Development	136,648	80,808	112,586	(31,778)	-28%	(55,840)	-41%
Planning	208,527	194,814	380,613	(185,799)	-49%	(13,713)	-7%
Economic Development	494,490	350,937	431,966	(81,029)	-19%	(143,553)	-29%
Public Works & Engineering:						-	
Public Works/Engineering	1,936,625	1,683,184	2,372,327	(689,143)	-29%	(253,441)	-13%
Public Works/Engineering (Transfers)	996,503	171,103	-	171,103	n/a	(825,399)	-83%
Recreation	1,379,575	782,374	1,365,147	(582,773)	-43%	(597,201)	-43%
Administrative Allocation	(616,568)	-	-	-	n/a	616,568	n/a
Expenditures by Department	\$ 16,934,821	\$ 15,584,285	\$ 19,115,183	\$ (3,530,898)	-18%	\$ (1,350,536)	-8%

As can be seen in the table above, all departments were under or close to budget in the second quarter of the year. No departments are projected to end the year over budget. With Council approving a partial return of

labor group concessions this winter, personnel costs are likely to come closer in line with budget as we progress into spring and summer. Internal services charges and administrative allocations also will have an effect on each departments variance versus budget once accounted for.

DISCUSSION OF SIGNIFICANT EXPENDITURE VARIANCES BY DEPARTMENT:

➤ **Legislative Body**

The Legislative Body was \$104k or 42% under budget through the first two quarters of the year. The variance is mostly due to the Neighborhood Improvement Commission budget of \$180k. To date the commission has only spent \$11k.

➤ **Police Department**

The Police department was \$608k or 9% under budget through the first two quarters. The variance was mostly due to four police officer vacancies and one police sergeant vacancy.

➤ **Fire Department**

The Fire department was \$134k or 4% over budget through the first two quarters. The variance was mostly due to overtime related to multiple long-term vacancies caused by on the job injuries. Staff recommends a budget appropriation for additional overtime in the second half of the year of \$200k.

➤ **Economic Development**

The Economic Development department was \$144k or 29% under budget through the first two quarters. The variance was mostly due to the vacant Economic Development Director position, which has been vacant since August of 2020.

➤ **Recreation**

The Recreation department was \$633k or 41% under budget through the first two quarters. The variance was mostly due to a temporary reduction in force because of the COVID 19 pandemic. Originally, it was believed that the City's community centers, recreation centers and other recreation programs would resume by January of 2021. As of now, it seems unlikely until late summer or fall at the earliest.

GENERAL FUND NET RESULTS & BUDGET OUTLOOK:

Overall, the second quarter showed expenditures of \$15.5M (46% of the annual budget) with revenues of \$17M (56% of the annual budget) so that fund balance increased nearly \$1.6M. Second quarter results confirmed some of the insights gained as of the first quarter and provided some new insights as well:

- Sales and Use taxes **were not down** dramatically as feared at the time of budget development and are on track to significantly outpace budget and the previous year results
- Property taxes are significantly **outpacing budget** and prior year results
- TOTs **were down** considerably as was feared at the time of budget development
- Marijuana Receipts tax is likely to **outpace budget** forecasts
- Grant revenues are likely to **increase**
- Personnel costs **are down** even more through the second quarter than planned at the time of budget development

	FY 2020-21 Adjusted Budget	FY 2020-21 Q2 Results	FY 2020-21 Projected Budget
General Fund Changes in Fund Balance:			
Revenues	<u>\$ 30,672,220</u>	<u>\$ 17,167,302</u>	<u>\$ 36,519,870</u>
Expenditures			
Personnel Services	24,572,661	11,558,173	22,500,388
Non-personnel Services	<u>9,296,980</u>	<u>4,026,112</u>	<u>9,726,398</u>
Expenditures Subtotal	<u>33,869,642</u>	<u>15,584,285</u>	<u>32,226,786</u>
Mid-year adjusted Surplus (Deficit)	<u>\$ (3,197,421)</u>	<u>\$ 1,583,017</u>	<u>\$ 4,293,084</u>

As can be seen in the previous table, the results of the second quarter indicate that to date the economic impacts of the coronavirus pandemic have not been as bad as imagined last spring. On the contrary, the result have been surprisingly strong. The most significant contributing factors were Sales & Use Tax, Property Tax, and Personnel Costs (vacancies).

The second quarter of the year saw a few developments that may positively affect the City's financial position going forward:

- The U.S. has approved two effective vaccines against the coronavirus and the vaccination roll out has begun
- The federal government passed additional stimulus in December
- The likelihood of even more stimulus has increased

The City continues to face several strong headwinds however, that could come into play:

- The virus is still here and the vaccine rollout has been slow and fraught with challenges
- COVID 19 variants threaten to spread with a higher transmissibility rate

- The robust employment recovery seen in May through August slowed and leveled off in November and December
- Continued weakness in certain sectors (TOT and travel and entertainment related sales tax)
- PERS unfunded liabilities could climb even higher if Pension Fund investment returns are substantially lower than anticipated

Budget Amendment Requests

➤ **Cares Act; Pandemic Emergency Response - \$414k**

In March of 2020 when the pandemic first became apparent, the City began spending unbudgeted funds in response. The City has purchased such items as daily employee screenings, Fire Department COVID tests, disinfectant, gloves, N95 masks and a respirator fit tester at the Fire Department. Additionally the City has expended funds for a homeless laundry facility and an RV encampment at the Col. Durham site to assist those particular communities in the pandemic response. Lastly, the City must provide a match of 6.25% of the Great Plates program. So far through six months of the current year expenditures equal \$172k. Projections to the end of the year equal an additional \$134k leaving a likely balance of approximately \$108k. Staff recommends rolling any unspent funds into the subsequent fiscal year budget, as costs are likely to continue at least through summer or fall.

Fiscal Impact: This item is a house-cleaning item. The revenue has already been received and the current expenditures as well as projected expenditures through the end of the fiscal year are included in the previously presented budget projection. The budget however, has yet to be amended by the Council. This amendment will have no impact on the previously presented budget projection.

➤ **Projected Surplus; Fire Department Overtime - \$200k**

The Fire Operations Division “overtime” line item is expected to end the year significantly over budget due to four long-term vacancies. Staff is requesting a \$200k increase in this line item. Additionally Staff would like to move available overtime balances totaling \$34k from other divisions into the Operations Division.

Fiscal Impact: Staff proposes that the \$200k be appropriated from the projected surplus outlined earlier in this report. It should be noted that the Fire Department expects to receive approximately \$70k of reimbursements from the State of California for emergency response outside of the City. This reimbursement will offset the additional expenditure to some degree. If the Council approves this amendment, it will reduce the projected surplus by \$200k.

➤ **Neighborhood Improvement Commission; Sonoma Sports Court - \$21k**

At the March 3, 2020 meeting of the Neighborhood Improvement Commission, the Acting City Engineer provided the Commission with a site plan of the basketball court’s location and informed the Commission

of repairs and work required to get the courts back to a usable condition. Project costs were estimated at \$75,000 of which the Council has allocated \$60,000 from the general fund. The NIC unanimously approved a recommendation to the Council to allocate \$21,000 from the NIC budget to the project.

Fiscal Impact: The NIC has a FY2020-21 budget of \$180k of which \$170k remains as of midyear. Staff has assumed the Commission will expend its entire budget prior to year-end and the projection provided previously reflects that assumption. Approval of this amendment will not affect the year-end projection. The remaining NIC budget after this amendment would be \$148k

➤ **Neighborhood Improvement Commission; Laguna Grande Project - \$15k**

At the January 19, 2021 meeting of Neighborhood Improvement Commission, Staff requested an allocation of the NIC budget for \$15k for the ADA pathway and accessible merry-go-round at Laguna Grande Park. The NIC unanimously approved a recommendation to the Council to allocate \$15,000 from the NIC budget to the project.

Fiscal Impact: The NIC has a FY2020-21 budget of \$180k of which \$170k remains as of midyear. Staff has assumed the Commission will expend its entire budget prior to year-end and the projection provided previously reflects that assumption. Approval of this amendment will not affect the year-end projection. The remaining NIC budget after the Sonoma Sports Court amendment and this amendment would be \$133k

➤ **Projected Surplus; Highland Otis Park - \$44k**

It has become apparent that Engineering department-staffing levels are not currently robust enough to provide construction & project management in the spring for the Highland Otis Park improvements project. The earliest staff will be available to manage the project is July of 2021. In order to maintain the spring timeline staff is requesting \$25k of additional funds for consulting assistance as well as \$19k in additional construction costs.

Fiscal Impact: Staff proposes that the \$44k be appropriated from the projected surplus outlined earlier in this report. If the Council approves this amendment, it will reduce the projected surplus by \$44k.

➤ **Projected Surplus; Ellis Park Improvements \$115k**

Total construction costs for the Ellis Park Improvements project stand at \$628k. The funding plan for the project is as follows; \$335k is to be provided by CDBG and \$178k is to be provided by a Prop 68 Per Capita grant. The remaining \$115k must be provided by the City and is required as a match in order to receive the Prop 68 Per Capita grant. Furthermore, in order to receive the Prop 68 Per Capita Grant the City must be able to show that all other funding has been secured. Therefore, the Council would need to approve the \$115k appropriation before the City can apply for the Prop 68 Per Capita grant.

Fiscal Impact: Staff proposes that the \$115k be appropriated from the projected surplus outlined earlier in this report. If the Council approves this amendment, it will reduce the projected surplus by \$115k.

➤ **Management Information Systems Internal Service Fund; Server Infrastructure - \$70k**

The City's critical server data storage infrastructure (where all internal City electronic data is stored) must be upgraded due to the manufacturer (Hewlett Packard) issuing an end of life/support in September 2022 for the City's current storage system as well as the need to expand the data storage capacity to support the Citywide email system upgrade. The purchase would be from Gemma Systems, an authorized Hewlett Packard Enterprise storage vendor, through special pricing directly from Hewlett Packard at an estimated cost of \$70,000. Gemma Systems will also be assisting in the installation and configuration of the new data storage system at no additional cost.

Fiscal Impact: Funds are available in the MIS Internal Service fund. Current fund balance stands at approximately \$515k. This amendment will have no impact on the City's general fund.

GENERAL FUND NET RESULTS & BUDGET OUTLOOK AFTER PROPOSED BUDGET AMENDMENTS:

	FY 2020-21 Projected Budget
General Fund Changes in Fund Balance:	
Revenues	<u>\$ 36,519,870</u>
Expenditures	
Personnel Services	22,500,388
Non-personnel Services	9,726,398
Expenditures Subtotal	<u>32,585,786</u>
Mid-year adjusted Surplus (Deficit)	<u><u>\$ 3,934,084</u></u>

As can be seen in the table above, only three proposed budget amendments will have an effect on the projected surplus; Eliis Park, Highland Otis Park and Fire department overtime. If the additional appropriations are approved the projected surplus would decrease from \$4.3M to \$3.9M.

OTHER FUNDS

In addition to the General Fund, the budget includes funds from a range of restricted sources as well as business-type activities that are used to provide specific services, including:

WATER FUND:

The Water Enterprise Fund appears to be functioning as designed. Recent rate increases have greatly increased revenues putting the

Water Enterprise Q2 Results:	Q2 FY2020 -21 Adopted Budget	Q2 FY20 -21 Actual Results	Same time prior year	Year over Year Variance %
Revenues	\$ 846,175	\$ 527,822	\$ 342,380	154%
Expenditures	(1,203,770)	(185,792)	(232,520)	80%
Net Revenues (Exp)	\$ (357,594)	\$ 342,030	\$ 109,860	311%

enterprise in a much better position to move forward with the many capital improvements and maintenance that have been deferred. As mentioned previously, the City has been awarded grant funding to assist residents locally with utility payments. While some residents have applied for the assistance they have only been PG&E and CalAm water customers. The assistance the City provides is only available for Muni Water customers.

FORA FUND:

The Fort Ord Reuse Authority (FORA) dissolved on June 30, 2020. The City of Seaside took over as the Local Reuse Authority (LRA) and the Successor to the Environmental Services Cooperative Agreement (ESCA), contracted for the repairs to storm water infiltration on Eucalyptus Road, and received funds for both bonded

FORA Q2 Results:	Q2 FY2020 -21 Adopted Budget	Q2 FY20 -21 Actual Results
Revenues	\$ -	-
Expenditures	(8,897,026)	(141,995)
Net Revenues (Exp)	\$ (8,897,026)	\$ (141,995)

blight removal and habitat management. Revenues to cover to costs of the FORA work were received in FY 2019-20. As may be seen in the table, FORA work conducted under the administrative control of the City of Seaside has just gotten under way. City staff will continue to provide budget updates to Council and the public as the work unfolds.

MERGED HOUSING:

The City of Seaside purchased 956 Hilby Ave in July 2019 because of its strategic location to the Oldemeyer Center. The house is currently being renovated focusing on required life safety improvements. The property will then be rented to a low-income occupant until the City determines its ultimate plans for this location. Additionally, Council approved relocating the ADU Demonstration Project to this site.

SANITATION DISTRICT (COMPONENT UNIT):

Expenditures through the second quarter were \$1.9M in comparison to an annual budget of \$5.8M. Projects underway include sewer main upgrades, sewer line replacements and lift station upgrades.

Requests for additional financial information may be directed to:

City of Seaside, Finance Department, 440 Harcourt Avenue, Seaside CA, 93955

Attention: Victor Damiani, Finance Director | Email; vdamiani@ci.seaside.ca.us | Phone; (831) 899-6718

RESOLUTION NO. 20- XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ACCEPTING THE ANNUAL MID YEAR FINANCIAL REPORT AND ADOPTING PROPOSED CHANGES TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2020-2021

WHEREAS, THE City Council of the City of Seaside reviewed and adopted the 2020-2021 Annual Operating Budget in June of 2020; and

WHEREAS, the City Council conducts an annual mid-year review of the Operating Budget; and

WHEREAS, the City Council of the City of Seaside has considered the mid-year review and the proposed changes to the FY 2020-2021 Annual Budget; and

WHEREAS, the City Council is required to approve changes to the 2020-2021 Operating Budget by resolution.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Seaside accepts the annual Mid-year Financial Report and adopts the proposed modifications to the 2020-2021 Annual Operating Budget, as detailed in the Mid-year Financial Report, attached, as may be modified and incorporated by staff, as authorized.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 18rd day of February 2021 by the following vote:

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

Ian N. Oglesby, Mayor

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: February 18, 2021

**SUBJECT: INTRODUCTION OF AN ORDINANCE AN ORDINANCE OF THE
CITY COUNCIL OF THE CITY SEASIDE AMENDING MUNICIPAL
CODE TITLE 1, CHAPTER 2 ADDING SECTION 2.59 TITLED
ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES**

RECOMMENDATION

Pass to print the draft ordinance authorizing the use of electronic signatures for city vital records.

BACKGROUND

Electronic and digital signatures have been used widely in the private sector, such as real estate and mortgage transactions. Notably, they are also used by the court system where they allow for electronic filings of all documents, including briefs. The mainstream acceptance of signing documents electronically in place of manual, wet signatures has led to increased efficiencies and better customer service. As a result, a growing number of governmental agencies have also embraced the use of electronic and digital signatures.

In 2000, the Uniform Electronic Transaction Act (UETA) became effective in the State of California. This act authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. The State Legislature passed AB 2296 in 2016 to clarify that a digital signature may also be used to satisfy the requirements of an electronic signature under the UETA.

City documents that have been signed electronically are of a better quality since they remained digital throughout the signing process. The end-to-end digital process also allows documents to be available more quickly via the City's electronic document management system since they do not require the additional step of being scanned.

Considering the recent "Stay at Home" orders from both the State and the County during the COVID-19 pandemic, there is a greater need to use technology to allow day-to-day business to continue, while staff and officials are working remotely. Given this, the City desires to expand the use of electronic and digital signatures to all appropriate areas of City business, including, but not limited to, the signing of legislative action records such as resolutions, ordinances, and minutes.

By opening the scope of the documents that are allowed to be signed with electronic and digital signatures, it is appropriate to codify this policy within the Seaside Municipal Code at this time. Staff recommends introduction of the ordinance regarding electronic signatures as listed in Attachment #1.

FISCAL IMPACT

Should the City move forward with this, the cost would be approximately \$3,500 annually to contract with a digital signature company. This cost would be offset by the increased efficiency for processing documents.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADDING CHAPTER 2.59 TO THE MUNICIPAL CODE RELATING TO
ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES**

Findings

- A. The City desires to implement industry best practices using electronic records and electronic signatures to effectively manage documents in accordance with California state law; and
- B. The City desires to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law;
- C. The City currently uses an agenda management system that provides a digital workflow removing the creation of paper documents for that process;
- D. Use of digital signing will enhance the quality of documents, increase signing efficiency, and provide sound citywide records management; and
- E. This action is not a project subject to CEQA because it involves only general policy and procedure making and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§ 15002(d), 15378, 15061(b)(3).)

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. A new Chapter 2.50, entitled "Electronic Records and Electronic Signatures" shall be created and added to Title 2, "Administration and City Government," as follows:

Chapter 2.59

ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES

Sections:

- 2.59.010 Purpose.
- 2.59.020 Definitions.
- 2.59.030 Use of Electronic Records and Electronic Signatures.

2.59.010 – Purpose

- A. This section is intended to enable the city to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law, and does not limit the city's ability to use electronic records, electronic signatures, or digital signatures in any way.

2.59.20 – Definitions

- A. The following definitions apply to this section:
 - 1. "Electronic record" has the same meaning as in section 1633.2 of the California Civil Code, as may be amended.
 - 2. "Electronic signature" has the same meaning as in section 1633.2 of the California Civil Code, as may be amended.
 - 3. "Digital signature" has the same meaning as in section 16.5 of the California Government Code, as may be amended.
 - 4. "UETA" means the Uniform Electronic Transactions Act, commencing at section 1633.1 of the California Civil Code.

2.59.030 – Use of Electronic Records and Electronic Signatures

- A. In any transaction or communication with the city for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:
 - 1. When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.
 - 2. When a signature is required, the parties may agree that either:
 - a. An electronic signature satisfies that requirement, if it is in accordance with the UETA; or
 - b. A digital signature satisfies that requirement, if it is in accordance with section 16.5 of the California Government Code.

SECTION 3. The Mayor, Council Members, City Manager, City Attorney and all other officers are directed to execute documents and to perform all other necessary City acts to implement effect this Ordinance.

SECTION 4. Severability. If any provision, section, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs,

sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. In accord with Article 15 of the City Charter, this Ordinance shall become effective on the thirtieth (30th) day following passage and adoption hereof.

INTRODUCED AND PASSED TO PRINT This 18th day of February, 2021; and

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF SEASIDE

THIS ____ day of ____, 202__, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Alfred Soto
Code Enforcement Officer

DATE: February 18, 2021

**SUBJECT: INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF SEASIDE REPEALING AND REPLACING SEASIDE
MUNICIPAL CODE CHAPTER 8.31 GRAFFITI ABATEMENT**

RECOMMENDATION

Pass to print the draft ordinance amending Chapter 8.31 Graffiti Abatement.

BACKGROUND

At times, businesses, residences and publicly owned property within the City of Seaside have unauthorized graffiti markings upon their property. Immediate and efficient graffiti abatement is necessary to maintain strong community standards and avoid decreased property values.

The most recent update of the Seaside Graffiti Ordinance Ord. No. 872 was adopted on October 2, 1997.

Staff has reviewed current state laws related to authorizing municipal responses to graffiti and proposes updating the City's code to:

- Provide for a reward system;
- Provide opportunities for conditions of approval to be imposed to address potential graffiti
- Provide for additional avenues of enforcement
- Provide for an expedited remediation/notification process
- Provide a collection vehicle by assessing the properties which were graffitied.
- Provide suggestions to the Court in the instance of convictions;

The new ordinance would facilitate a more streamlined process to abate graffiti in a timely manner, and ensure the City is reimbursed for any incurred costs.

FISCAL IMPACT

Adoption of proposed ordinance would not have a negative fiscal impact on the City.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING AND REPLACING SEASIDE MUNICIPAL CODE SECTION 8.31

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

That Chapter 8.31 of the Seaside Municipal code be repealed in its entirety and replaced with the below.

Chapter 8.31 GRAFFITI ABATEMENT

- 8.31.010 Title.**
- 8.31.020 Purpose And Intent**
- 8.31.030 Definitions.**
- 8.31.040 Defacement Of Public Or Private Property—Declaration Of Nuisance**
- 8.31.050 Possession Of Graffiti Implement—Minors**
- 8.31.060 Possession Of Graffiti Implement—Generally**
- 8.31.070 Furnishing to Minors—Prohibited.**
- 8.31.080- Aerosol paint Sales—Display regulations.**
- 8.31.090 Graffiti reward system.**
- 8.31.100 Adult/parental responsibility.**
- 8.31.110 Removal of Graffiti—Consent.**
- 8.31.120 Removal of Graffiti—Nuisance abatement.**
- 8.31.130 Payment of Abatement Costs.**
- 8.31.140 Nuisance abatement lien against Property Owner.**
- 8.31.150 City program to remove Graffiti.**
- 8.31.160 Additional remedies—Recovery from Parents of Minors.**
- 8.31.170 Additional remedies—Recovery of Law enforcement costs.**
- 8.31.180 Additional remedies—Lien—Minors and Parents.**
- 8.31.190 Additional remedies—Alternate assessment procedure—Parents of Minors.**
- 8.31.200- Land Use entitlements—Conditions.**
- 8.31.210 Encroachment Permits—Conditions.**
- 8.31.220 Graffiti-prone surfaces—Retrofitting.**
- 8.31.230 Violation—Penalties.**

8.31.020 Purpose And Intent

The City Council finds and determines that the writing, spraying, scratching, etching or otherwise affixing Graffiti or other inscribed Materials on public or privately owned real or Personal Property without the consent or Permission of the Owner is injurious to the public health, safety and welfare, for the Following reasons:

- A. Graffiti Markings are often placed on real or Personal Property, or Structures or Components thereof, by gangs to indicate illicit control over certain locations or areas for purposes of criminal activity.
- B. Graffiti Markings directly and indirectly encourage gang warfare, including drive-by shootings, and other Acts of violence that result in injuries and fatalities to gang members and innocent by-standers.
- C. Graffiti Markings are destructive to public and Private Property and cause depreciation of Property values and depreciation in the value of adjacent and surrounding Properties.
- D. Graffiti Markings result in blight and deterioration of Property and Business values in the community and lead to economic loss.

The City Council also finds it necessary to enlist Property Owners to actively engage in immediately removing Graffiti and preventing its spread. In the past, the City has provided unlimited, free Graffiti removal services. While this is a valuable service to Property Owners, the City Council recognizes that such actions do not encourage Property Owners to deal directly with the problem of Graffiti and formulate their own ideas, solutions and defense strategies to prevent its spread. In addition, as a result of the City's limited financial resources and resulting reductions in available staff and crews directly assigned to Graffiti removal, the City Council finds that it must develop alternative approaches to prevent the spread of Graffiti in the City of Seaside.

Therefore, the purposes of this chapter are: (1) to prohibit the defacement of public and Private Property with Graffiti and declare Graffiti to be a Public Nuisance; (2) prohibit the possession of Graffiti Implements by Minors; and (3) provide for the removal of Graffiti and the recovery of costs incurred by the City in such removal. By enacting the provisions contained herein, the City Council seeks to diminish the negative and undesirable impact of Graffiti and promote the health, safety and welfare of the citizens of the City of Seaside.

8.31.030 Definitions.

For the purposes of this chapter, the following terms shall have the meanings provided in this section.

"Abatement Costs" means and includes, but shall not be limited to, the City's costs incurred to remove Graffiti from public or private real or Personal Property, including, but not limited to, the City's staff and administrative costs, investigation

costs, Attorney's Fees, Court costs and the costs of repair and replacement of the defaced real or Personal Property upon which Graffiti is placed.

"Aerosol Paint Container" means any aerosol container, regardless of the Material from which it is made, which is adapted or made for the purpose of spraying paint or other substance designed for or capable of defacing Property.

"City" means the City of Seaside.

"City Manager" means the City Manager of the City of Seaside or his or her Designee.

"Etching Cream" means any caustic cream, gel, liquid or solution designed for or capable by means of a chemical action of defacing, damaging, or destroying hard surfaces in a manner similar to acid.

"Etching Tool" means an instrument, tool or device designed for commonly used for marking, curing or defacing glass, and includes devices designed for marking surfaces and capable of marking glass.

"Felt Tip Marker" means any indelible marker or similar implement with a tip, which, at its broadest width, is greater than one-eighth inch, containing ink that is not water-soluble.

"Graffiti" means any inscription, word, figure, symbol, mark, or Design that is Written, marked, etched, scratched, drawn, inscribed, posted, painted or otherwise marked or affixed, including but not limited to stickers, on any public or private real or Personal Property such that it is visible from any public Right-of-Way or other Property.

"Graffiti Implement" means any Aerosol Paint Container, Etching Cream, an Etching Tool, a Felt Tip Marker, Graffiti Stick, or gum label designed for or capable of defacing a surface.

"Graffiti Stick" means a device containing a solid form of paint, chalk, wax, epoxy or similar substance designed for or capable of being applied to a surface by pressure, and upon Application, leaving a mark at least one-eighth of an inch in width and not water-soluble.

"Minor" means any unemancipated Person who is less than eighteen Years of age.

"Person" means an individual or firm, partnership, corporation or similar organization.

"RESPONSIBLE PARTY" means and includes the record Owner of public or Private Property (excluding Property owned by the City) or Property owned by public utilities or Railroad corporations located within the City; a Person with primary responsibility for control of such public or Private Property; and any Person with primary responsibility for the maintenance of such public or Private Property.

8.31.040 Defacement Of Public Or Private Property—Declaration Of Nuisance

- A. It is unlawful for any Person to maliciously write, paint, spray, scratch or otherwise affix or apply Graffiti on or in any public or private real or Personal Property, or any Structure or Component thereof within the City.
- B. Any Graffiti placed or existing upon public or Private Property located within the City is declared to be a Public Nuisance. Graffiti not voluntarily removed as provided in this chapter may be abated as provided herein.

8.31.050 Possession Of Graffiti Implement—Minors

- A. It is unlawful for a Minor to possess any Graffiti Implement while upon Public Property, in a public Right-of-Way, or near any type of public infrastructure, except as may be authorized by the City.
- B. It is unlawful for a Minor to possess any Graffiti Implement while upon Private Property, except as may be authorized by the Property Owner.
- C. It is unlawful for a Minor to have in his or her possession any Graffiti Implement, except for the Minor's Use under the supervision of the Minor's Parent, guardian, instructor or employer.

8.31.060 Possession Of Graffiti Implement—Generally

- A. It is unlawful for any Person to have in his or her possession any Graffiti Implement while upon any real or Personal Property of the City, other than while traveling on public Highways, Streets, Alleys or ways, except as may be authorized by the City.
- B. It is unlawful for any Person to have in his or her possession any Graffiti Implement while upon public or Private Property, except as may be authorized by the Owner of the Property.

8.31.070 Furnishing to Minors—Prohibited.

It is unlawful for any Person, other than a Parent or legal guardian, to sell, exchange, give, loan or otherwise furnish, or cause or Permit to be exchanged, given, loaned or otherwise furnished, any Graffiti Implement to any Minor without the Written consent of the Minor's Parent or legal guardian.

8.31.080- Aerosol paint Sales—Display regulations.

No Person shall display or store for Sale, trade or exchange, any such paint accessible to the public without Employee assistance. Two acceptable methods for display or storage shall include the Following:

- A. A completely enclosed storage device permanently affixed to a Building or fixture therein that shall, at all times except during Access by authorized Employees, remain locked; or
- B. Display or storage behind a Sales or service counter where the public may not enter.

8.31.090 Graffiti reward system.

- A. Pursuant to California Government Code Section 53069.5, the City offers a reward of five hundred dollars for information leading to the arrest and conviction of any Person for Violation of California Penal Code Section 594 by the Use of Graffiti, not to exceed one thousand dollars per incident of Graffiti, for up to six Months after such conviction.
- B. In the event of multiple contributors of information leading to such arrest and conviction, the City may divide the reward equally among the contributors.
- C. A Written claim for reward under this section shall be filed with the City Clerk. The City Manager shall verify the accuracy of all claims and report to the City Council. A claim shall be awarded only after City Council Approval of the City Manager's report. Each claim shall:
 - 1. Specifically identify the date, location and kind of Property damaged or destroyed;
 - 2. Identify by name the Person who was convicted;
 - 3. Identify the Court rendering the conviction and the date of the conviction.

8.31.100 Adult/parental responsibility.

It is unlawful for a Parent or legal guardian having custody or control of a Minor to knowingly permit, or by insufficient control allow, a Minor to possess a Graffiti Implement unless adult supervision to the Minor is provided.

8.31.110 Removal of Graffiti—Consent.

Any Graffiti placed or existing upon public or private real or Personal Property located in the City is declared a Public Nuisance and may be removed as provided herein:

- A. Any Person applying Graffiti within the City shall have the duty to remove the Graffiti upon being provided twenty-four hours' Written Notice by the City or the public or private Owner of the real or Personal Property upon which the Graffiti was placed. Failure of any Person to so remove Graffiti shall constitute an additional Violation of this chapter. Where Graffiti is applied by a Minor, the Parent(s) or legal guardian(s) shall be responsible

for such removal or for the payment of Abatement Costs for the removal of the Graffiti in accordance with this chapter.

- B. Whenever the City Manager determines that Graffiti is so located on public or private real or Personal Property within the City, the City Manager is authorized, but not required, to provide for the removal of the Graffiti solely at the City's expense, without reimbursement from the Property Owner upon whose Property the Graffiti has been applied, upon the following conditions:
1. In removing the Graffiti, the painting or repair of an area more extensive than where the Graffiti is located shall not be authorized, except where the Structure or Property is City-owned and the City Manager determines that a more extensive area is to be repainted and repaired, or where the Private Property Owner, or other public entity, Utility company or Railroad corporation agrees to pay the costs of repainting or repairing a more extensive area.
 2. Where the Structure or Property is owned by a public entity other than the City, the removal of the Graffiti may be authorized only after Securing the consent of the public entity having jurisdiction over the Property or Structure and release of the City from liability.
 3. Where a Structure or Property is privately owned, the removal of Graffiti by City forces or by a private contractor under the direction of the City may be authorized only after Securing the Written consent of the Owner and release of the City from liability.
 4. The removal of Graffiti on Private Property by the City shall be at the sole and absolute discretion of the City Manager and based upon available resources.

8.31.120 Removal of Graffiti—Nuisance abatement.

- A. If a Private Property Owner's consent cannot be obtained or the Owner of the real or Personal Property upon which Graffiti has been placed has not removed the Graffiti or caused the removal of Graffiti within **two (2)** calendar Days of its placement, then the City may remove and abate the Graffiti at the Owner's or other Responsible Party's expense pursuant to the Following procedures:
1. The City Manager shall cause Written Notice to be served upon the Owner of the real or Personal Property upon which Graffiti has been placed, as such Owner's name and address appears on the latest equalized assessment roll. The Notice shall be served in the same manner as a summons in a civil action in accordance with the requirements of the California Code of Civil Procedure. If the Owner or other Responsible Party

cannot be found, then the Notice may be served by posting a Copy thereof in a conspicuous place upon the Property upon which the Graffiti has been placed and not removed for a period of ten Days and publication thereof in a newspaper of general circulation published in the City pursuant to California Government Code Section 6062. The failure of any Person to receive such Notice shall not affect the validity of any proceeding hereunder. The Owner or Responsible Party shall have two calendar Days after the date of service of the Notice to remove the Graffiti or be subject to City removal of the Graffiti and assessment of the Abatement Costs of such removal and a lien on the Property upon which the Graffiti was placed and not removed if the Abatement Costs are not paid.

2. The Notice shall be on City letterhead in substantially the Following form:

"NOTICE OF INTENT TO REMOVE GRAFFITI

"NOTICE IS HEREBY GIVEN that you are required at your own expense to remove or paint over the Graffiti located on the Property commonly known as _____, Seaside, California (Assessor Parcel No. _____) which is visible to public view within **two (2)** calendar Days after the date of this Notice. The Graffiti is visible to public view and therefore constitutes a Nuisance pursuant to Section _____ of the Seaside Municipal Code. If you fail to comply with this Order, City Employees or private contractors under the direction of the City may enter your Property and abate the Public Nuisance by removing or painting over the Graffiti. The costs of abatement, including the labor, Materials, legal and other administrative costs associated with the removal of Graffiti on your Property, if not paid, will be assessed upon your Property and such costs will constitute a lien upon your Property until paid.

All Persons having any objections to, or interest in, said Matters are hereby notified to submit any objections to the City Manager within two (2) calendar Days of the date of this Notice.

At the conclusion of this two calendar (2) Day period, the City may, without prior Notice, obtain a Court Order to proceed with the abatement of the Graffiti on your Property at your expense. Any questions concerning this Notice should be directed to the following: _____."

3. Service of the Notice by the City Manager shall be made on the Day the Notice is dated and by affidavit, the original of which shall be filed with the City Clerk.
4. If any objections are submitted to the City Manager within two calendar Days after the date appearing on the Notice of intent to remove Graffiti, abatement of the Graffiti shall be tolled and the City Manager shall hold a hearing on the objections. If the City Manager overrules the objections, the Owner or other Responsible Party shall have two calendar Days from the

date of the Decision to remove the Graffiti. The Decision of the City Manager shall be final.

5. If no objection is submitted during the two-Day period or if the objections are overruled following a hearing, and if the Owner or other Responsible Party fails to remove or fails to cause the removal of Graffiti to be removed by the Designated date, or such continued date thereafter as the City Manager may authorize, then the City Manager may cause the Graffiti to be abated by City forces or private contract. The City or its private contractor shall be Permitted to enter upon the Premises for such purpose upon authorization of a Court Order where required.

8.31.130 Payment of Abatement Costs.

Should the City Manager be required to abate the Graffiti as set forth in Section _____ of this chapter, the City Manager shall track and account for the Abatement Costs. The Owner or other Responsible Party shall then be sent a Notice of the Abatement Costs and will be given thirty Days from the mailing of such Notice to pay the City for the full Abatement Costs. Nothing contained herein shall be deemed to prevent the City Manager from granting a reasonable extension of time, upon showing good cause, to permit the Owner or other Responsible Party to pay the Abatement Costs.

8.31.140 Nuisance abatement lien against Property Owner.

- A. Should the Owner or other Responsible Party fail to pay the Abatement Costs within the time allotted, the City Manager shall thereafter cause the collection of the Abatement Costs identified in the Notice as a Nuisance abatement lien in accordance with the procedure set forth in California Government Code Section 38773.2.
- B. The Nuisance abatement lien authorized by this section shall specify the amount of the lien (which shall consist of the unpaid amount of the Abatement Costs); the name of the City (on whose behalf the lien is imposed); the date of the Notice of intent to remove Graffiti; the Street address, legal description, and Assessor's Parcel number of the Parcel on which the lien is imposed; and the name and address of the recorded Owner of the Parcel. The Notice of lien for purposes of this chapter shall be in substantially the Following form:

"NOTICE OF LIEN

(CLAIM OF THE CITY OF SEASIDE)

Pursuant to California Government Code, Section 38773.2 and the authority of Chapter _____ of the Seaside Municipal Code, the City Manager of the City of Seaside did on or about the _____ Day of _____ 20____ cause the painting over or removal of Graffiti at the Premises hereinafter described in the

_____, 20__ Order to Abate a Public Nuisance on said Real Property, and the City Council of the City of Seaside did on the _____ Day of _____ 20__ assess the costs of such abatement upon the Real Property hereinafter described since the same has not been paid. Further, the City of Seaside does hereby claim a lien for such Abatement Costs in the amount of said assessment, to wit, the sum of _____ dollars and _____ cents. This amount shall be a lien upon said Real Property until paid in full and Discharged of record.

The Real Property hereinafter mentioned, and upon which a lien is claimed, is that certain Parcel of land in the City of Seaside, County of Monterey, State of California more particularly described as follows:

[ADD LEGAL DESCRIPTION]

DATED this _____ Day of _____ 20__.

City of Seaside, California"

- C. The Nuisance abatement lien shall be recorded in the County Recorder's Office and from the date of recordation, it shall have the force and effect and priority of a judgment lien. If the Nuisance abatement lien is discharged, released, or satisfied, either through payment or Foreclosure, Notice of the discharge shall be recorded by the City. The Nuisance abatement lien and the release of the lien shall be indexed in the grantor-Grantee index. A Nuisance abatement lien may be satisfied through Foreclosure in an action brought by the City for a money judgment. The City may recover from the Property Owner any costs incurred regarding the processing and recording of the lien in the event the County Recorder's Office imposes a Fee upon the City for processing and recording the lien, and shall provide Notice to the Property Owner as Part of its Foreclosure action to enforce the lien.
- D. As an alternate lien abatement procedure to that procedure set forth in Government Code Section 38773.2, the City Council also establishes the following optional abatement procedure resulting in a special assessment against a Parcel of land owned by a Property Owner upon which Graffiti has been placed and not removed. This optional assessment procedure is established pursuant to Government Code Section 38773.6. To establish an abatement assessment against land, the same procedural steps set forth in this section shall be followed. **However, the Notice of intent to abate Graffiti may be mailed by certified mail and shall include a statement specifying that the Property may be sold after three Years by the Tax Collector for unpaid delinquent taxes.** The Tax Collector's power of Sale shall not be affected by the failure of the Property Owner to receive any Notice required by this chapter. Further, when the City Uses the alternate assessment procedures contained in this section, Attorney's Fees shall be awarded to the

prevailing Party, but only in circumstances when the City seeks recovery of its own Attorney's Fees. The assessment against land shall be collected at the same time and in the same manner as municipal taxes.

8.31.150 City program to remove Graffiti.

Notwithstanding the City Manager's discretion to order the removal of Graffiti without cost to the Property Owner, the City Council may, by Resolution, establish a program and applicable charges to be charged to Property Owners ordered to abate Graffiti and who wish to contract with the City to send City crews to remove Graffiti existing on their real or Personal Property.

8.31.160 Additional remedies—Recovery from Parents of Minors.

Pursuant to California Civil Code Section 1714.1(b), any Parent or legal guardian having custody or control of a Minor who knowingly Permits, or by insufficient control, allows the Minor to possess a Graffiti Implement without supervision thereof shall be jointly and severally liable with such Minor for any and all costs incurred in connection with the removal of any Graffiti caused by the Minor, including all Abatement Costs, Attorney's Fees and Court costs resulting from the civil prosecution of any claim for damages, not to exceed thirty-seven thousand dollars, pursuant to the amount set by the California Judicial Council in accordance with California Civil Code section 1714.1(c). The City, including the Seaside Police Department, shall be entitled to seek full cost recovery from the Parent or legal guardian of a Minor found to be guilty of violating any provision of this chapter.

8.31.170 Additional remedies—Recovery of Law enforcement costs.

- A. Pursuant to California Penal Code Section 594, a Person convicted for acts of vandalism including defacing Property with Graffiti may be subject to additional punishment imposed by the Court. Such punishment imposed by the Court may include the Following:
1. If the amount of defacement, damage or destruction is four hundred dollars or more, vandalism is punishable by imprisonment for up to one Year, or by a fine of up to ten thousand dollars.
 2. If the amount of defacement, damage or destruction is less than four hundred dollars, vandalism is punishable by imprisonment for up to one Year, or by a fine of up to one thousand dollars, or by both a fine and imprisonment.
 3. If the amount of defacement, damage or destruction is less than four hundred dollars and the defendant has been previously convicted of

vandalism or affixing Graffiti, the vandalism is punishable by imprisonment for up to one Year, or by a fine up to five thousand dollars, or by both a fine and imprisonment.

- B. These remedies are in addition to any other costs incurred or recovered by the City, and payment of these costs shall not in any way limit, preclude or restrict any other right, remedy or action otherwise available to the City.

8.31.180 Additional remedies—Lien—Minors and Parents.

- A. Pursuant to California Government Code, Section 38772, the City may make the expense of the abatement of Graffiti committed by Minors: (1) a personal obligation of the Minor causing the Graffiti Nuisance and a personal obligation of the Parent or guardian having custody or control of the Minor; and (2) a lien against the Property of the Minor or a lien against the Property of the Parent or guardian having custody or control of the Minor. In accordance with California Government Code, Section 38772(c), the County Probation Officer shall be requested to report the names and addresses of the Parent or guardian having custody and control of the responsible Minor to the City Clerk.
1. Should the City Manager be required to abate any Graffiti committed by a Minor, the City Manager shall track and account for the Abatement Costs.
 2. The Minor or Parent or guardian having custody of the Minor shall then be sent a Notice of Abatement Costs and proposed lien. The Notice of Abatement Costs and proposed lien shall be substantially similar to the Notice of lien required by Section _____ of this chapter. If the applicable Party desires to protest the lien, the Party may do so by requesting an informal hearing before the City Manager in writing within two calendar Days from receipt of the Notice of Abatement Costs and proposed lien. The City Manager shall then render a final Decision on the lien in writing within five Days and mail it by first class mail to the Party. The affected Party shall then have five calendar Days to Appeal the City Manager's Decision to the City Council. The Appeal shall be in writing.
 3. The proposed lien shall be calendared for Approval and confirmation by the City Council, whether an Appeal has been filed or not.
 4. The Notice of Abatement Costs and proposed lien shall be served in the same manner as a summons in a civil action in accordance with the requirements of the California Code of Civil Procedure. At a minimum, the Notice of the Abatement Costs and proposed lien shall be personally served on the Minor or Parent or guardian having custody and control of the Minor at least seven calendar Days prior to the City Council meeting. If after diligent search, the Minor, Parent or guardian, as the case may be, cannot be found, the Notice may then be served by: (i) posting a Copy of the Notice in a conspicuous place upon the Property owned by the applicable

Party for a period of ten Days; and (ii) the Notice shall be published in a newspaper by the City Clerk pursuant to Government Code Section 6062. Notice of the City Council consideration of the proposed adoption of the lien shall be served by First Class U.S. mail.

5. The City Council shall have the authority to adopt a Resolution confirming the lien, which, Following adoption, shall be recorded by the City Clerk in the County Recorder's Office pursuant to Government Code Section 38773.2(c). From date of recording, the lien shall have the force, effect and priority of a judgment lien. If the lien is discharged, released, or satisfied, either through payment or Foreclosure, Notice of the Discharge shall be recorded by the City. The lien and the release of the lien shall be indexed in the grantor-Grantee index. A Nuisance abatement lien may be satisfied through Foreclosure in an action brought by the City. The City may also recover from the Minor, Parent or guardian of the Minor any costs incurred regarding the processing and recording of the lien in the event the County Recorder's Office imposes a Fee upon the City for processing and recording the lien, and shall provide Notice to the Minor, Parent or Guardian of its Foreclosure action to enforce the lien.
6. Pursuant to Government Code Section 38773.2(d), the Resolution confirming the abatement lien shall specify the amount of the lien; the name of the City (on whose behalf the lien is imposed); the date of the Abatement Order; the Street address, legal description, and Assessor's Parcel Number; and the name and address of the recorded Owner of the Parcel.

8.31.190 Additional remedies—Alternate assessment procedure—Parents of Minors.

As an alternate abatement procedure to that procedure set forth in Section _____ of this chapter, the City Council also establishes the Following optional abatement procedure resulting in a special assessment against a Parcel of land owned by a Minor or other Person creating, causing, or committing Graffiti or the Parent or guardian of the Minor. This optional assessment procedure is established pursuant to Government Code Section 38773.6. To establish an abatement assessment against land, the same procedural steps set forth in Section _____ of this chapter shall be followed. However, the Notice of Abatement Costs and proposed lien may be served by certified mail and shall include a statement specifying that the Property may be sold after three Years by the Tax Collector for unpaid delinquent taxes. The Tax Collector's power of Sale shall not be affected by the failure of the Minor, Parent or guardian to receive any Notice required by this chapter. Further, when the City Uses the alternate abatement procedures contained

in this section, Attorney's Fees shall be awarded to the prevailing Party, but only in circumstances when the City seeks recovery of its own Attorney's Fees. The assessment against land shall be collected at the same time and in the same manner as municipal taxes.

Additional remedies—Administrative Citation.

- A. Pursuant to Sections _____ through _____ of this Code, whenever a Peace Officer charged with the enforcement of any provision of this chapter determines that a Violation of this chapter has occurred, the Peace Officer shall have the authority to issue an Administrative Citation to any Person responsible for the Violation, or in the case of a Minor, to such Minor's Parent or legal guardian having custody or control of the Minor.
- B. Whenever a Peace Officer charged with the enforcement of this chapter determines that a Violation of this article has occurred, the Peace Officer may issue an Administrative Citation for each Violation found to have occurred.
- C. The amount of administrative fines for Violations of this chapter of this Code and penalties for delinquent payment of such fines imposed pursuant to this chapter shall be established by separate Resolution of the City Council.
- D. The Parent or legal guardian having custody or control of the Minor who has violated this chapter shall be jointly and severally liable with the Minor for the administrative fines and related costs.
- E. Administrative fines shall be a debt to the City and subject to all remedies for debt collection as allowed by Law. When the administrative fine is unpaid within the prescribed time, the amount of the fine and related administrative costs may be recorded as a lien upon the Property of the Person responsible for the Violation, or in the case of the Minor, to such Minor's Parent or legal guardian having custody or control of the Minor. The lien procedure shall be similar to the procedure described in Section _____ of this chapter of this Code.
- F. Violations of this chapter may also be cited as criminal misdemeanor Violations in accordance with Chapter _____ of this Code.

8.31.200- Land Use entitlements—Conditions.

In approving Subdivision maps, Conditional Use Permits, Variances or other land Use entitlements, the City may impose any or all of the Following conditions for the purpose of controlling Graffiti:

- A. Use of anti-Graffiti Materials on surfaces exposed to public view acceptable to the City Manager and kept on file at the Department of Community Development;
- B. Use of Landscaping to screen or provide a barrier to surfaces prone to Graffiti;

- C. Right of Access by City to remove Graffiti;
- D. Applicant or Permittee shall supply City with Graffiti removal Material on demand such as matching paint for a period of two Years from final Approval or Permit issuance;
- E. Applicant or Permittee shall immediately remove any Graffiti;
- F. Applicant or Permittee shall maintain extra paint matching the exterior portions of the Project, in order to paint over Graffiti.

8.31.210 Encroachment Permits—Conditions.

In approving Encroachment Permits, the City may impose any or all of the Following conditions for the purpose of controlling Graffiti:

- A. Use of anti-Graffiti Materials on surfaces exposed to public view acceptable to the City Manager and kept on file at the Department of Community Development;
- B. Use of Landscaping to screen or provide a barrier to encroaching object;
- C. The immediate removal by the Permittee of any Graffiti;
- D. The right of the City to remove Graffiti or to paint the encroaching object to conceal Graffiti;
- E. Applicant shall provide the City with sufficient matching paint on demand for Use in painting the encroaching object to conceal Graffiti for the duration of the Permit.

8.31.220 Graffiti-prone surfaces—Retrofitting.

Any Owner of an object, including but not limited to a Sign, Structure, Building, Wall or Part thereof, which has been defaced with Graffiti and required the City to remove the Graffiti more than three times in six Months, shall Permit the City to enter upon his or her land for the purpose of retrofitting such surface with an anti-Graffiti coating at the Property Owner's expense to Permit more efficient or convenient removal of Graffiti.

8.31.230 Violation—Penalties.

- A. Parental Civil Liability. In addition to the administrative and other penalties identified in this chapter, a Parent or legal guardian of a Minor may be held liable in a civil proceeding for damages to public or Private Property, including Attorney's Fees and Court costs, incurred as a result of such Minor violating any provision of this chapter. The Parent or guardian having custody and control of a Minor who has violated this chapter shall be jointly and severally liable with the Minor.

- B. General Civil Liability. In addition to the administrative and other penalties identified in this chapter, any Person may be held liable in a civil proceeding for damages to public or Private Property, including Attorney's Fees and Court costs, incurred as a result of such Person violating any provision of this chapter.
- C. Criminal Penalties. In addition to the administrative and other penalties identified in this chapter, Violation of any of the provisions of this chapter is a misdemeanor subject to the penalties prescribed by California Penal Code Section 594. Any Person convicted of Violation of the provisions of this chapter who is granted probation, and any Juvenile offender under a Juvenile Court's jurisdiction, as prescribed in California Welfare and Institutions Code Section 602, as a result of committing an offense set forth in this chapter, shall, in addition to any other penalties prescribed by Law, make restitution to the victim. The Parent or legal guardian having custody or control of the Juvenile offender shall be jointly and severally liable for restitution to the victim with the Juvenile offender.
- D. Community Service Requirement. Upon the conviction of any Person for the Application of Graffiti, the City may request the Court to order the Person to complete community service not to exceed one hundred twenty-five (125) hours for the first conviction. Upon the second and subsequent conviction of any Person for the same offense, the City may request the Court to order the Person to complete community service not to exceed two hundred fifty (250) hours.
- E. Driving Privilege Suspension. In accordance with California Vehicle Code Section 13202.6, upon the conviction of any Person for the Application of Graffiti committed while the Person was thirteen Years of age or older in Violation of California Penal Code Section 594, the City may request the Court to suspend the Person's driving privilege for one Year.

If the Person convicted does not yet have the privilege to drive, the City may request that the Court Order the California Department of Motor Vehicles to delay issuing the privilege to drive for one Year subsequent to the time the Person becomes legally eligible to drive. For each successive offense, State Law requires that the Court suspend the Person's driving privilege for those possessing a Driver's license or delay the eligibility for those not in possession of a Driver's license at the time of their conviction for one additional Year.

- F. Prosecution as Infraction. Notwithstanding any penalty provision provided in this Municipal Code, where the City Attorney or City Prosecutor (or in the case of a Notice to appear, the citing official) determines that such action would be in the interests of justice, the City Attorney or City Prosecutor may prosecute any such offense as an infraction. In the event a Notice to appear is prepared as a misdemeanor, the City Attorney or City Prosecutor may nonetheless prosecute any such offense as an infraction. Each and every Day that a

Violation of this chapter is committed shall be deemed a separate offense and shall be punishable as herein provided.

- G. Nothing in this chapter shall prevent the City initiating civil, criminal or other legal or equitable proceedings as an alternative or in addition to the proceedings set forth in the administrative fine and penalty provisions of Chapter _____ of this Municipal Code.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days following the date of its final passage and adoption at a duly notice public hearing for the second reading of the proposed text repeal and text amendments.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of the State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the 7th day of January 2021, and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of January 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

DRAFT



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager
Scott Ottmar, Senior Engineer

DATE: February 18, 2021

SUBJECT: CONSIDER AMENDMENTS TO SIDEWALK REPAIR PERMIT FEES

RECOMMENDATION

Adopt a resolution amending the fee schedule to eliminate permit fees for sidewalk repairs for sidewalks with existing deficiencies.

BACKGROUND

At the February 4, 2021 City Council meeting the staff presented the current sidewalk repair strategy to address issues of needed sidewalk repairs and ADA compliance issues in public rights of way. As part of City sidewalk program the City does, as a courtesy, shave sidewalk uplifts less than 2" in front of residential and commercial properties. Since the City does not have the funds to implement repairs to all the identified sidewalk deficiencies at this time, a phased program is in progress. For sidewalks that cannot be shaved (those over 2"), property owners are notified in accordance with the Streets and Highways Code of their responsibility to repair uplifts.

California Street and Highways Code 5610 makes the property owner responsible for maintaining the sidewalk in front of their property. Homeowners and commercial property owners who receive notice to repair sidewalks adjacent to their property are currently required to secure an encroachment permit before beginning the repairs. The permits can be for sidewalk repair, driveway repair, curb and gutter or any combination of the three. Each encroachment permit is \$256.

The City Council has been working hard to increase the livability of the City of Seaside and over the last year has invested significantly in the repair of sidewalks. In an effort to ease the financial burden on property owners and to encourage the repair of

deficient sidewalks, staff recommends still requiring the encroachment permit for repair of existing deficient sidewalks, but removing the associated fee. Staff does not recommend waiving permit fees for new construction or redesign.

FISCAL IMPACT

Dependent of number of sidewalk repair notices in any given year.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

ADOPT A RESOLUTION AMENDING THE FEE SCHEDULE TO ELIMINATE PERMIT FEES FOR SIDEWALK REPAIRS FOR SIDEWALKS WITH EXISTING DEFICIENCIES

WHEREAS, The City Council has been working hard to increase the livability of the City of Seaside and over the last year has invested significantly in the repair of sidewalks; and

WHEREAS, Staff has presented to the City Council the current sidewalk repair strategy to address issues of needed sidewalk repairs and ADA compliance issues in public rights of way; and

WHEREAS, California Street and Highways Code 5610 makes the property owner responsible for maintaining the sidewalk in front of their property; and

WHEREAS, As part of City sidewalk program the City does, as a courtesy, shave sidewalk uplifts less than 2" in front of residential and commercial properties free of charge; and

WHEREAS, For sidewalks that cannot be shaved (those over 2"), property owners are notified in accordance with the Streets and Highways Code of their responsibility to repair uplifts; and

WHEREAS, Homeowners and commercial property owners who receive notice to repair sidewalks adjacent to their property are currently required to secure an encroachment permit before beginning the repairs; and

WHEREAS, The permits can be for sidewalk repair, driveway repair, curb and gutter or any combination of the three. Each encroachment permit is \$256; and

WHEREAS, In an effort to ease the financial burden on property owners and to encourage the repair of deficient sidewalks, the City wishes to removing the associated fee. Staff does not recommend waiving permit fees for new construction or redesign.

NOW, THEREFORE BE IT RESOLVED, that the City Council authorizes an amendment to the Fiscal Year 2020-2021 Fee Schedule to bifurcate fees for sidewalk, curb and gutter and drive way repairs to the following:

Repair of deficiencies of flag, curb and gutter or driveway:	\$0 each
New Construction of flag, curb and gutter or driveway:	\$256 each

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th February 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