



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY

Thursday, March 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. VACCINE UPDATE****B. INTRODUCTION OF NEW STATE COMPOSTING REGULATIONS****C. PROCLAMATION DECLARING MARCH 2021 AS WOMEN'S HISTORY MONTH****D. AMERICAN RED CROSS MONTH PRESENTATION****E. ANNUAL PUBLIC SAFETY REPORT****8. CONSENT AGENDA****A. APPROVE MINUTES FROM MARCH 4, 2021**

RECOMMENDATION: Approve minutes as presented.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of February 20, 2021 through March 5, 2021

including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending February 25, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,466,173.08.

C. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR LAND DEVELOPMENT PROJECT REVIEW SERVICES

RECOMMENDATION: Adopt resolution approving the following firms as qualified to provide On-Call Land Development Project Review services:

- 1.) Harris and Associates
- 2.) CSG Consultants, Inc.
- 3.) BKF Engineers
- 4.) Wallace Group

D. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR TRAFFIC ENGINEERING SERVICES

RECOMMENDATION: Adopt Resolution approving the following firms as qualified to provide Traffic Engineering Services:

1. Fehr & Peers
2. Harrison Engineering
3. Kimley-Horn
4. Parisi Transportation Consulting
5. Ruggeri Jensen Azar

E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE GROUP IN THE AMOUNT OF \$75,000 FOR DEVELOPMENT REVIEW SERVICES FOR PHASE 1 OF THE CAMPUS TOWN DEVELOPMENT

RECOMMENDATION: Adopt a Resolution (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement (Attachment 2) with the Wallace Group in the amount of \$75,000 to provide development review services in support of Campus Town Phase 1 construction of public improvements.

F. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES IN THE AMOUNT OF \$265,295 FOR DEMOLITION DESIGN IN SUPPORT OF THE CAMPUS TOWN DEVELOPMENT PAID FOR BY FORT ORD REUSE AUTHORITY BONDS

RECOMMENDATION: Adopt a Resolution (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement (Attachment 2) with Harris & Associates in the amount of \$265,295 for demolition design in support of the Campus Town development.

G. APPROVE RESOLUTION ACKNOWLEDGING REVIEW AND ACCEPTANCE OF THE 2020 GENERAL PLAN ANNUAL PROGRESS REPORT AUTHORIZING SUBMITTAL TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH (OPR) AND THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

RECOMMENDATION: To approve the annual progress report for submission to satisfy the reporting requirements of Government Code section 65400, subdivision (a)(2) reporting the status of the General Plan and accomplishments during 2020.

H. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GAYA COATING CONSULTING FOR THE MUNICIPAL WATER TANK REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$10,000 FOR ADDITIONAL COATING INSPECTION SERVICES

RECOMMENDATION: Adopt a Resolution (Attachment 1) authorizing the City Manager to execute an Amendment (Attachment 2) to the Professional Services Agreement with Gaya Coating Consulting Inc. for additional coating inspection services for the Municipal Water Tank Rehabilitation Project in the amount not to exceed \$10,000.

I. APPROVAL OF A RESOLUTION MODIFYING THE POSITION ALLOCATION LIST TO ADD ONE LEGAL ASSISTANT AND ESTABLISHING THE SALARY AND BENEFITS FOR THE POSITION

RECOMMENDATION: Adopt Resolution modifying the position control list to add one full time legal assistant.

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE MUNICIPAL CODE TITLE 19 COMMERCIAL CANNABIS ACTIVITIES TO EXPAND THE TOTAL NUMBER OF DISPENSARIES ALLOWED, ADDING NEW DEFINITIONS AND TEXT AMENDMENTS (FIRST READING)

RECOMMENDATION: Approve first reading of an ordinance amending sections of Seaside Municipal Code Title 19 Commercial Cannabis activities to expand the total number of dispensaries allowed, adding new definitions and text amendments.

B. INTRODUCTION OF AN ORDINANCE REPEALING AND REPLACING SEASIDE MUNICIPAL CODE CHAPTER 8.31 GRAFFITI ABATEMENT (FIRST READING)

RECOMMENDATION: Adopt revised Graffiti Ordinance.

C. APPROVAL OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTIONS 2.02.080A AGENDA SETTING PROCEDURES AND 2.02.100 PRESIDING OFFICER DUTIES (SECOND READING)

RECOMMENDATION: Approve the draft ordinance amending Seaside Municipal Code Section 2.02.080a Agenda Setting and Section 2.02.100 Presiding Officer Duties as passed to print at the March 4, 2021 Meeting.

D. APPROVE A RESOLUTION ADOPTING THE FIRST SUBSTANTIAL AMENDMENT TO THE 2020-2021 ANNUAL ACTION PLAN TO ADD COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE ROUND 3 (CDBG-CV3) FUNDS

RECOMMENDATION: Approve a Resolution (Attachment A) in order to:

1. Adopt the First Substantial Amendment to the FY 2020-2021 Annual Action Plan;
2. Authorize the City Manager to submit the First Substantial Amendment to the FY2020-2021 Annual Action Plan to U.S. Department of Housing and Urban Development (HUD);
3. Designate the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the First Substantial Amendment to the FY 2020-2021 Annual Action Plan; and
4. Authorize a related budget appropriation for \$360,289 to the CDBG fund for the amounts in the Annual Action Plan.

10. BUSINESS ITEMS

A. ACCEPT SB91 EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP) GRANT OF \$575,000 FOR THE CITY'S RESIDENTIAL RENT AND UTILITY ASSISTANCE PROGRAM

RECOMMENDATION: To accept the Monterey County and United Way Rent and Utility Assistance Relief Program grant funds in the amount of \$575,000, authorize the City Finance Director to make the necessary financial transactions, and authorize the City Manager to execute a contract for this grant.

11. COUNCIL MEMBER REQUESTS

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

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

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
April 4, 2021
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:
<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: March 18, 2021

SUBJECT: INTRODUCTION OF NEW STATE COMPOSTING REGULATIONS

RECOMMENDATION

Receive presentation and ask any pertinent questions of staff or the presenter.

BACKGROUND

A verbal report will be made at the meeting.

FISCAL IMPACT

None with receipt of the report.

ATTACHMENTS

1. Presentation: SB 1383 Overview for Elected Bodies

Reviewed for Submission to the City Council by:

A blue ink signature, likely of Craig Malin, is written over a horizontal line.

Craig Malin, City Manager

SB 1383

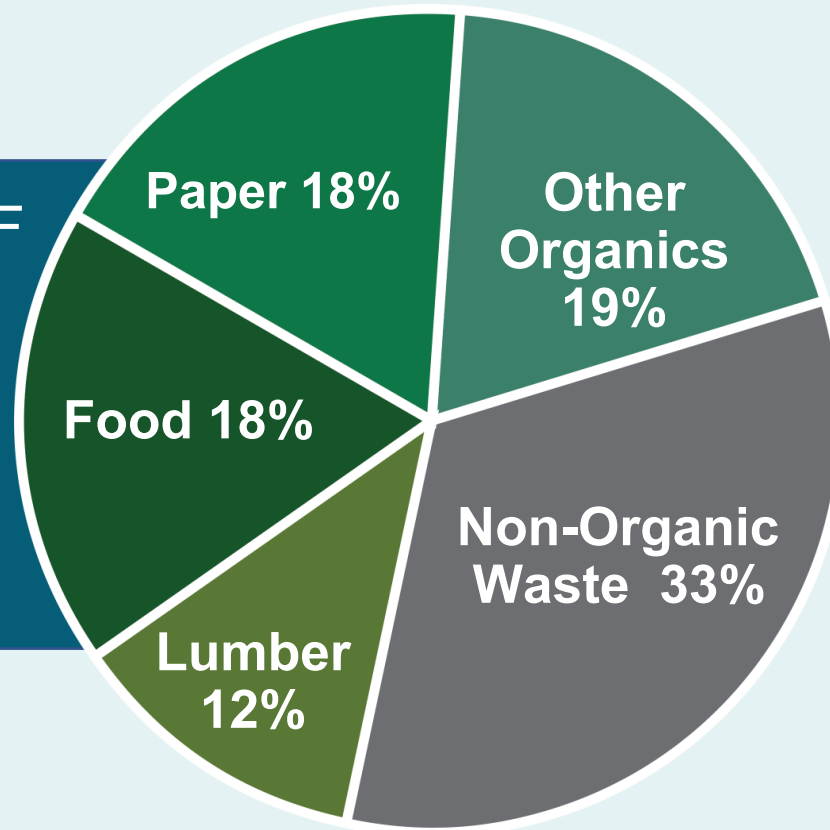
Reducing Short-Lived Climate Pollutants in California

An Overview of SB 1383's
Organic Waste Reduction
Requirements



Organic Waste Is the Largest Waste Stream in California

CALIFORNIA DISPOSED OF
APPROXIMATELY
27 MILLION TONS OF
ORGANIC WASTE IN 2017



California's Waste Stream

IN CALIFORNIA, MILLIONS ARE
FOOD INSECURE

1 IN 8 CALIFORNIANS
1 IN 5 CHILDREN



CALIFORNIA THROWS AWAY
MORE THAN 6 MILLION TONS
OF FOOD WASTE EVERY YEAR!

CLIMATE CHANGE NEGATIVELY IMPACTS CALIFORNIA

Landfilled Organic Waste Emits
Methane Gas—
A Super Pollutant
More Powerful than CO₂

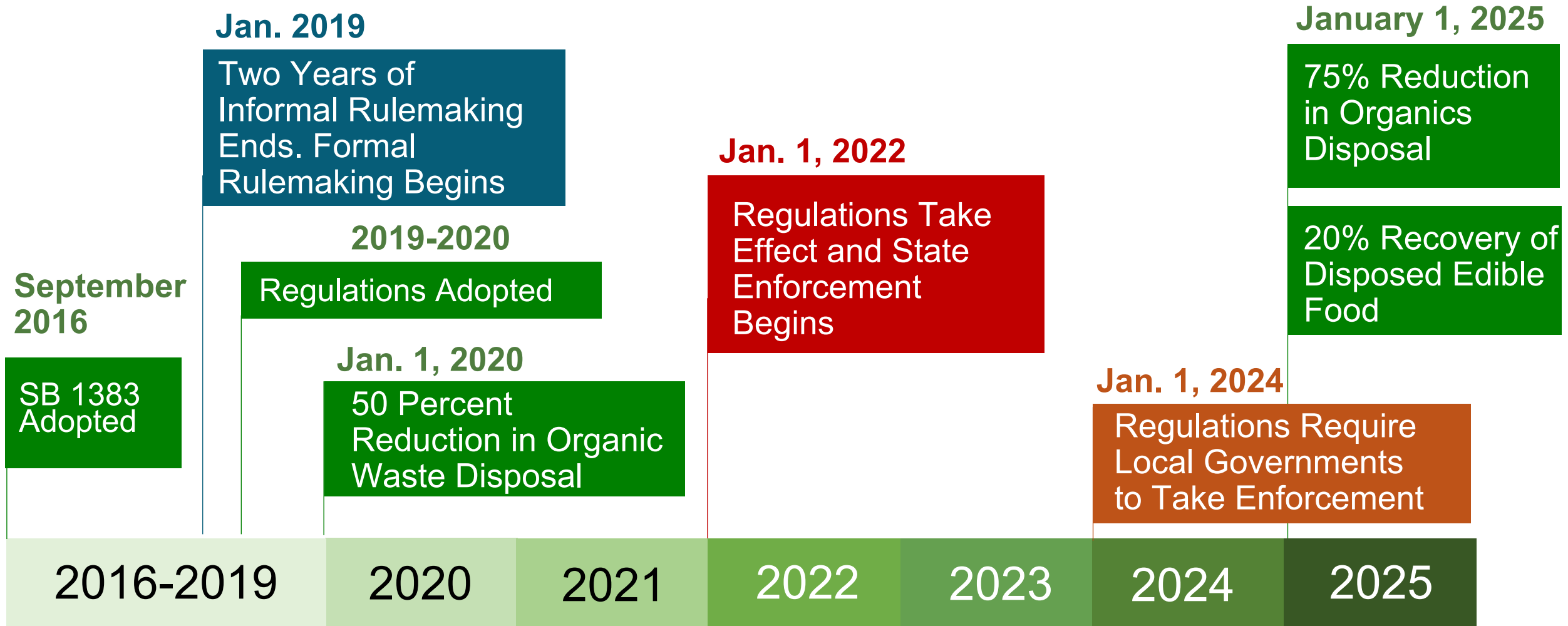
Methane Gas Contributes to
Climate Change in California



CALIFORNIA
is already experiencing
the impacts of
CLIMATE CHANGE

IN 2015 THE DROUGHT COST THE
AGRICULTURE INDUSTRY IN THE
CENTRAL VALLEY AN ESTIMATED
\$2.7 BILLION & 20,000 JOBS

SB 1383 Key Implementation Dates



SB 1383 Key Jurisdiction Dates

2022



Provide Organics Collection Service to All Residents and Businesses



Establish Edible Food Recovery Program



Conduct Education and Outreach



Procurement



Capacity Planning

2024



Starting January 1, 2024
Jurisdictions must take
action against non
compliant entities

SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



Provide organics collection service to all residents and businesses

Organic Waste Collection Services



Three-Container “source separated” Collection Service

- Organics prohibited from black container
- All organic waste segregated for collection and recycling



Two-Container Collection Service

- One container for collection of segregated organic waste
- One container for collection of mixed waste (subject to 75% organic content recovery standard)



One-Container Collection Service

- One container for collection of mixed waste (subject to 75% organic content recovery standard)

- Minimum contamination monitoring and reduction requirements
- Collection waivers authorized for certain documented circumstances

SB 1383 IN ACTION

EDIBLE FOOD RECOVERY PROGRAM



Establish Edible Food Recovery Program

JURISDICTION REQUIREMENTS

Identify Existing Food Recovery Capacity

Expand Existing Food Recovery Capacity (if needed)

Monitor Commercial Edible Food Generators for Compliance

Ensure Commercial Edible Food Generators Have Access to Food Recovery Services



SB 1383 IN ACTION

EDUCATION REQUIREMENTS



Conduct Education and
Outreach to Community

JURISDICTION REQUIREMENTS

Annually educate all organic waste generators, commercial edible food generators, and self-haulers about relevant requirements

Jurisdictions must provide print
or electronic communication.



Jurisdictions May Supplement
with Direct Communication.



Appropriate educational material must be provided to
linguistically isolated households

SB 1383 IN ACTION

PROCUREMENT REQUIREMENTS



Procure Recycled and Recovered Organic Products

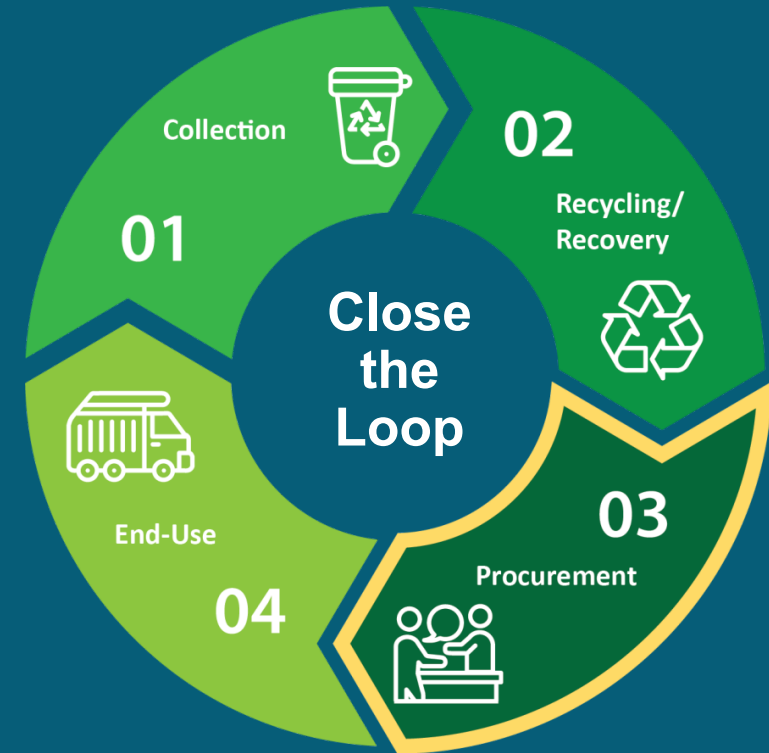
JURISDICTION REQUIREMENTS

COMPOST, RNG & ELECTRICITY

- Minimum Per Capita Procurement Target

PAPER PROCUREMENT REQUIREMENTS

- Recycled Content
- Recyclability



SB 1383 IN ACTION

INSPECTION AND ENFORCEMENT REQUIREMENTS



Monitor Compliance and Conduct Enforcement

JURISDICTION REQUIREMENTS

Ordinance 2022



Adopt an Ordinance
(Enforceable Mechanism)
Including Enforcement

Compliance Monitoring & Education 2022-2024



Annual Compliance Reviews, Route Reviews, Inspections

Educate Violators

Compliance Monitoring & Enforcement 2024



Annual Compliance Reviews
Route Reviews, Inspections,
Notice of Violations,
Penalties for Violators

ORGANIC WASTE RECYCLING INFRASTRUCTURE



Local Composting and Digestion Infrastructure
Provided by MRWMD



STATE ENFORCEMENT



CALRECYCLE OVERSIGHT (BEGINS IN 2022)



Authorize Waivers

- Low Population
- Rural Areas

Emergency Circumstances

Oversee and Monitor

- State Agencies and Facilities
- Local Education Agencies



Oversee and Monitor for Compliance

Jurisdiction Review

- Conduct joint inspections with jurisdictions
- Review Implementation Record



If Violations

- Issue Notices of Violation
- May Authorize Corrective Action Plan
- Allows up to 24 months to address barriers outside of a jurisdiction's control

SB 1383

NEXT STEPS



Work in Progress

- TAC subcommittees established and working on waste collection, outreach, enforcement, food recovery, and monitoring/reporting tasks
- The regional group has reached out to partners, including the Food Bank and other successful organics collection programs to identify best practices
- Municipal staff, haulers, MRWMD and Salinas Valley Recycles working together to develop a regional approach to implementing the new regulations

Next Steps

- Franchise Agreement updates and rate calculations
- Garbage ordinance updates
- Develop outreach and monitoring system



**STAY
ENGAGED**



<https://www2.calrecycle.ca.gov/Listservs/Subscribe/152>



<https://www.calrecycle.ca.gov/organics/slcp>



**Rob Hilton, CMC
President
HF&H Consultants
Rob@HFH-Consultants.com
925-977-6959**

City of Seaside PROCLAMATION



Women's History Month March, 2021

WHEREAS, Seaside women of every race, class and ethnic background have made historic contributions to the growth and strength of our City, County, and State in countless recorded and unrecorded way; and

WHEREAS, Seaside women have played and continue to play critical political, economic, cultural, religious, and social roles in every sphere of the life of the City by their work and volunteer service, including serving as Seaside elected official including Mayor pro tem Helen Rucker, Councilwomen Pearl Carey, Nancy Amos, Ira Lively, Kayla Jones and Alissa Kispersky; and

WHEREAS, many Seaside women have served our community as educators, working in the schools, colleges, and universities of our community; and

WHEREAS, Seaside women were particularly important in the establishment of charitable, philanthropic, religious, cultural, health, and social support organizations; and

WHEREAS, Seaside women of every race, class, and ethnic background contributed and served as leaders in bringing about social change and improvement within and without the City, often in volunteer service; and

WHEREAS, many Seaside women have served our country courageously in the military in direct service and/or as wives of military officers and personnel; and

WHEREAS, Seaside women have been leaders, not only in securing their own rights to equal opportunity, but also in the civil rights and peace movements, which create a more fair and just society for all.

NOW, THEREFORE BE IT RESOLVED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize the women and all members of the community who work and serve to make Seaside an inclusive and supportive community for all, known for its historic legacy and on-going contributions to our overall quality of life and hereby do proclaim the month of March 2021 in the City of Seaside as **Women's History Month**.

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 7.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nick Borges, Deputy Police Chief

DATE: March 18, 2021

SUBJECT: ANNUAL PUBLIC SAFETY REPORT

RECOMMENDATION

To provide our community and City Council with an Annual Public Safety Report.

BACKGROUND

Each year, the Seaside Police Department collects and analyzes statistical crime data. Crime statistics are an important component in preventing and reducing crime. Sharing the information with citizens empowers them to make more informed decisions regarding their safety and the safety of our City. Additionally, the Police Department uses the information to deploy specified resources to prevent, reduce and solve crime. We compare our crime data from the current year to the previous year, as well as the five year average. This allows us to better serve our community by focusing on crime trends or vulnerabilities and devising more substantive and sustainable solutions. One of Seaside Police Department's goals is to be the safest city in the United States.

Seaside is a very safe community and the Police Department is committed collaborating with our community to keep Seaside safe, fun, vibrant and inviting.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Annual Report
 2. 2020 Annual Seaside Safety Report_2
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



ANNUAL REPORT 2020

SEASIDE POLICE DEPARTMENT

Chief Abdul D. Pridgen

Website:

<http://www.ci.seaside.ca>

Tel: [831-899-6748]

Seaside, California



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DISCLAIMER: This report provides a snapshot of the Seaside Police Department's Uniform Crime Reporting (UCR) data that was queried from our TracNet Records Management System (RMS) on January 24, 2020. The Department's RMS is updated regularly based on ongoing investigations. Since this is a snapshot, data queried before or after this date could change and may vary from other reports.

A MESSAGE FROM THE CHIEF:

CHIEF'S MESSAGE

“As public servants, the Police Department is entrusted with safeguarding our community. **We are guardians who embrace the tenets of procedural justice: voice; neutrality; respect; and trustworthiness.** We serve with honesty, integrity, fairness, compassion, and respect.”

SEASIDE POLICE CHIEF
ABDUL PRIDGEN



MISSION STATEMENT:

“The mission of the Seaside Police Department is to provide quality police services, in partnership with our community, to enhance and maintain a safe environment.”



PROCEDURAL JUSTICE:

The Seaside Police Department is committed to serving our staff and community in an equitable, honest and compassionate manner. The Seaside Police Department embraces unbiased and equitable policing. The Seaside Police Department has fully incorporated the principles of Procedural Justice:

1. Treating people with dignity and respect,
2. Giving citizens voice during encounters,
3. Being neutral in decision making, and
4. Conveying trustworthy motives.

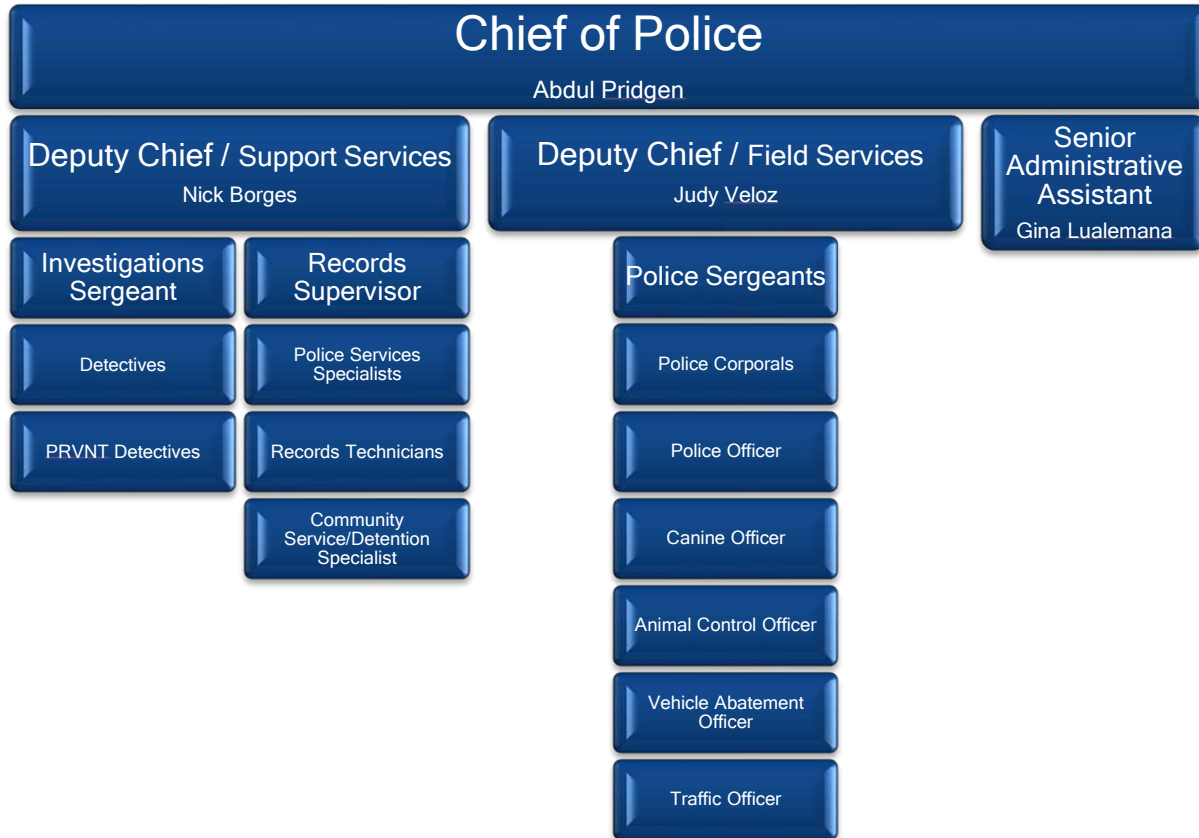
The tenets of procedural justice are also exercised within our organization as a model for external engagement.



Courtesy Yale Law School

ORGANIZATIONAL CHART:

Seaside Police Department



SECTION I.

Understanding UCR Crime Reporting

National Perspective on Reporting Crime:

According to the Uniform Crime Reporting Handbook, by the U.S. Department of Justice,

“Recognizing a need for national crime statistics, the International Association of Chiefs of Police (IACP) formed the Committee on Uniform Crime Records in 1927 to develop a system for collecting uniform police statistics. The Committee first determined that the number of offenses known to law enforcement, whether or not there was an arrest, would be the most appropriate measure of the Nation’s criminality. Next, the members evaluated various crimes on the basis of their seriousness, frequency of occurrence, pervasiveness in all geographic areas of the country, and likelihood of being reported to law enforcement.

Based on this assessment, the Committee identified seven crimes to be reported to the national Program: felonious homicide, rape, robbery, aggravated assault, burglary—breaking or entering, larceny-theft, and auto theft.”

Seaside’s Crime Report:

Seaside understands the importance of collecting and reporting detailed, accurate, and meaningful incident-based data. In 2020, our organization reported under the UCR guidelines. At the beginning of 2021, Seaside began reporting under the National Incident Based Reporting System (NIBRS). Seaside was the first police organization in the State of California to report NIBRS data to the California Department of Justice! With the use of NIBRS, the Seaside Police Department has the capability to generate reports reflecting a multitude of interrelationships among the collected data—enhancing its ability to analyze crime trends and to implement tactical strategies.

In 2017, approximately 43 percent of law enforcement reporting agencies throughout the country submitted data via NIBRS. California is now one of the states actively in the process of transitioning to NIBRS reporting. In 2020, and as of today, the FBI UCR data is still being reported as the transition to NIBRS is underway. FBI data is used to identify national and regional crime trends. Data is often used for rankings—although the FBI does not recommend this practice—and is often considered the best available information to compare crime from one jurisdiction to another. Since UCR data is available for all reporting agencies nationwide,

it is also used for the purpose of making comparisons. One of Seaside's goals is to become the safest city in the United States. The Seaside Police Department reports UCR data so that elected officials, city leaders, and the public can review the detailed crime information. Please refer to the section below, "Understanding UCR Figures" and FBI data to understand (in a very general sense) how Seaside compares to peer cities.

To learn more about Uniform Crime Reporting data, please visit

<https://www.fbi.gov/services/cjis/ucr>.



Understanding UCR Figures

UCR compiles detailed reports on two types of offenses: Part "I" offenses and Part "II" offenses. The two groupings are based on the amount of reporting required for each. Both incidents and arrests are reported for Part "I" offenses, while only arrests are reported for Part "II" offenses.

The following criteria is used to determine whether a crime should be designated as a Part "I" offense:

- The seriousness or significance of the offense.
- The frequency or volume of its occurrence.
- The prevalence of the offense nationwide.
- The probability of the offense being brought to law enforcement's attention.
- The likelihood that law enforcement is the best channel for collecting data regarding the offense.
- The burden placed on law enforcement in collecting data on the offense.
- The national statistical validity and usefulness of the collected data.
- The national UCR Program's responsibility to make crime data available not only to law enforcement but to others having a legitimate interest in it.

Part "I" offenses are categorized into one of the following two categories: 1) Crimes Against Persons and 2) Crimes Against Property.

Crimes Against Persons = Scores one offense for each victim

Crimes Against Property = Scores one offense for each distinct operation

(Except Motor Vehicle Theft / one offense is counted per stolen vehicle)

UCR Part I includes the following offenses:

- Criminal Homicide
- Forcible Rape
- Robbery
- Aggravated Assault
- Burglary
- Larceny-theft
- Motor Vehicle Theft
- Arson



“A lack of transparency results in distrust and a deep sense of insecurity” -Dalai Lama

SECTION II.

Uniform Crime Reporting (UCR)

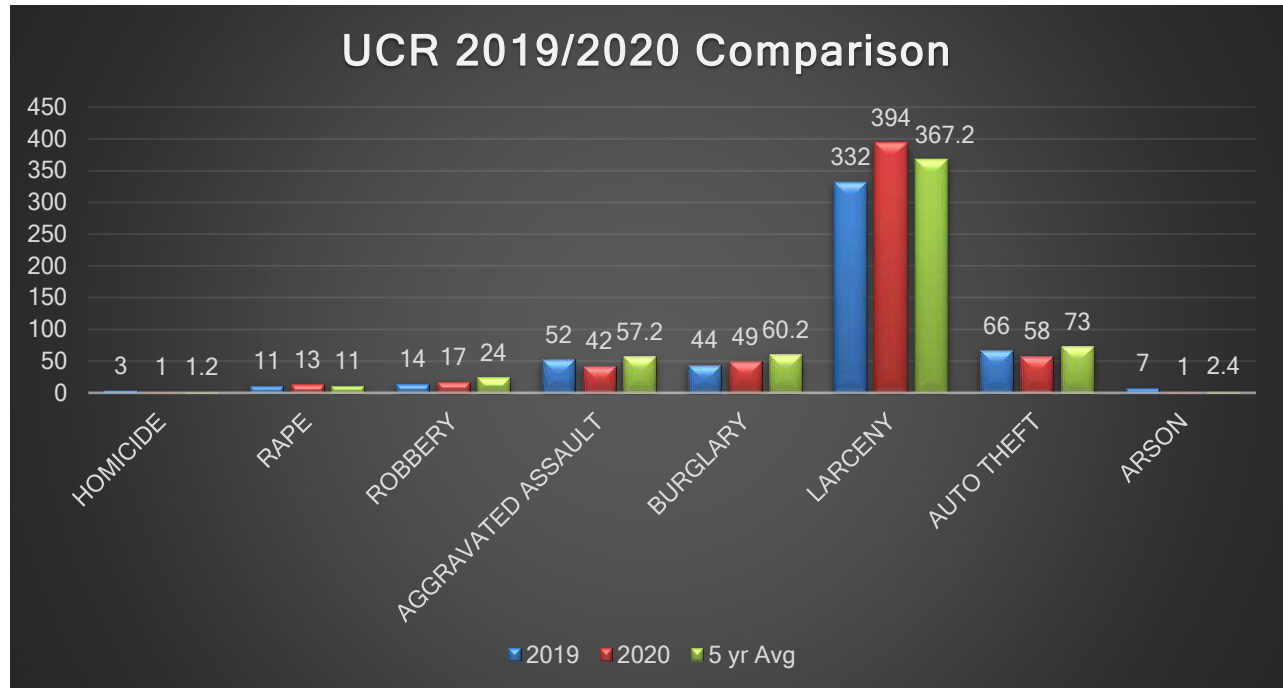
2020 Annual Crime Report:

In 2020, UCR Total Crimes Against Persons decreased 9 percent compared to 2019. Crimes Against Persons decreased with homicide from 3 to 1. Forcible rape offenses increased 18 percent. In 2020, robbery increased 21 percent from 2019. Seventy-eight percent of the robberies in 2020 resulted in the apprehension of a suspect. The robberies were primarily random and did not involve an organized group. The increase of robberies began at the early stages of the COVID-19 pandemic. Aggravated assaults decreased 19 percent in 2020 compared to 2019. Crimes Against Property increased 12 percent overall with an 11 percent increase in Burglary. Larceny increased by 19%. Auto theft decreased by 12% and arson decreased by 86%.

Figure 1 - 2020 UCR Part I Offenses

Crimes Against Persons and Property				
Type of Crime	2019	2020	% Change	5 Year Average
Homicide	3	1	-67%	1.2
Rape	11	13	18%	11
Robbery	14	17	21%	24
Aggravated Assault	52	42	-19%	57.2
Crimes Against Persons	80	73	-9%	93.4
Burglary	44	49	11%	60.2
Larceny	332	394	19%	367.2
Auto Theft	66	58	-12%	73
Arson	7	1	-86%	2.4
Crimes Against Property	449	502	12%	502.8
Total Part I Crime	529	575	9%	596.2

Figure 1a - 2020 UCR Part I Offenses



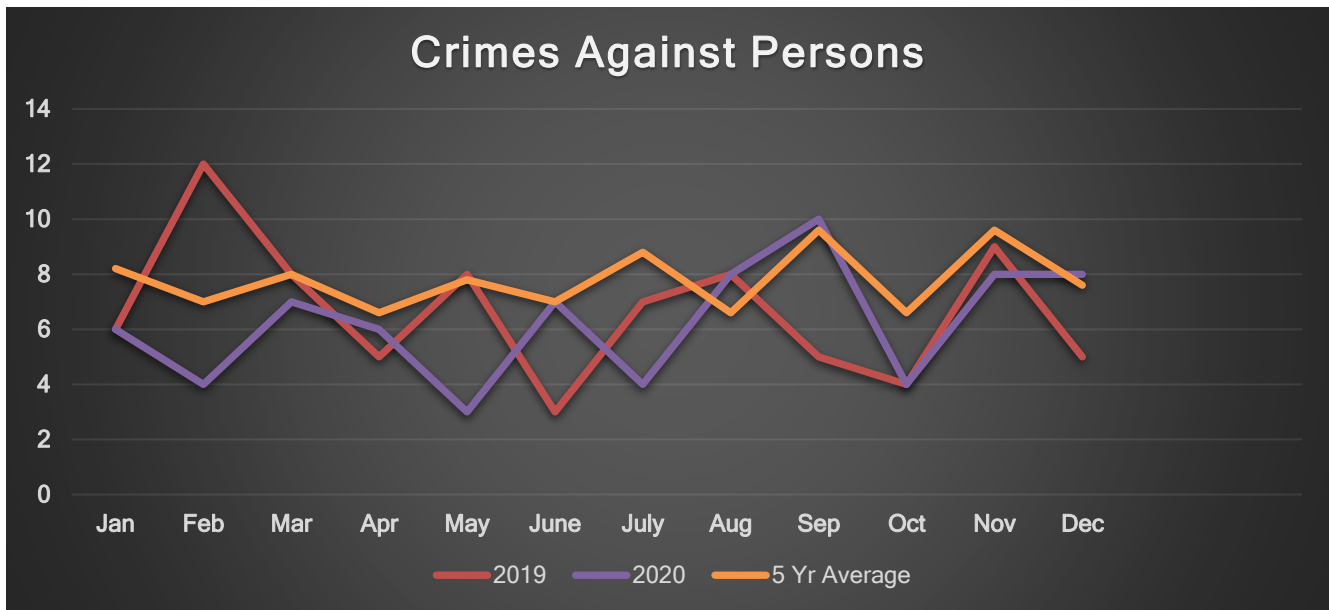
Crimes Against Persons (UCR-Part I):

In 2020, robbery increased 21 percent from 2019. Aggravated assaults decreased 19 percent in 2020 compared to 2019. In 2020, overall forcible sex offenses increased 18 percent with 13 offenses in 2020 compared to 11 offenses in 2019. Of all forcible rape offenses in 2020, 92 percent involved a known offender, and 23 percent of all victims were 17 years of age or under. Detectives did not identify any serial offenders in 2020.

Figure 2 - 2020, UCR Part I, Crimes Against Persons

Type of Crime	2019	2020	% Change	5 Year Average
Robbery	14	17	21%	24
Aggravated Assault	52	42	-19%	57.2
Criminal Homicide	3	1	-100%	1.4
Murder & Non-negligent Manslaughter	3	0	-100%	1.4
Negligent Manslaughter	0	1	N/A	0.2
Sex Offenses	11	13	18%	11.4
Rape	11	12	9%	10.8
Attempts	0	1	N/A	0.6
Crimes Against Persons TOTALS	80	73	-9%	94.2

Figure 2a - 2019-2020, & 5yr Avg Totals UCR Part I, Crimes Against Persons



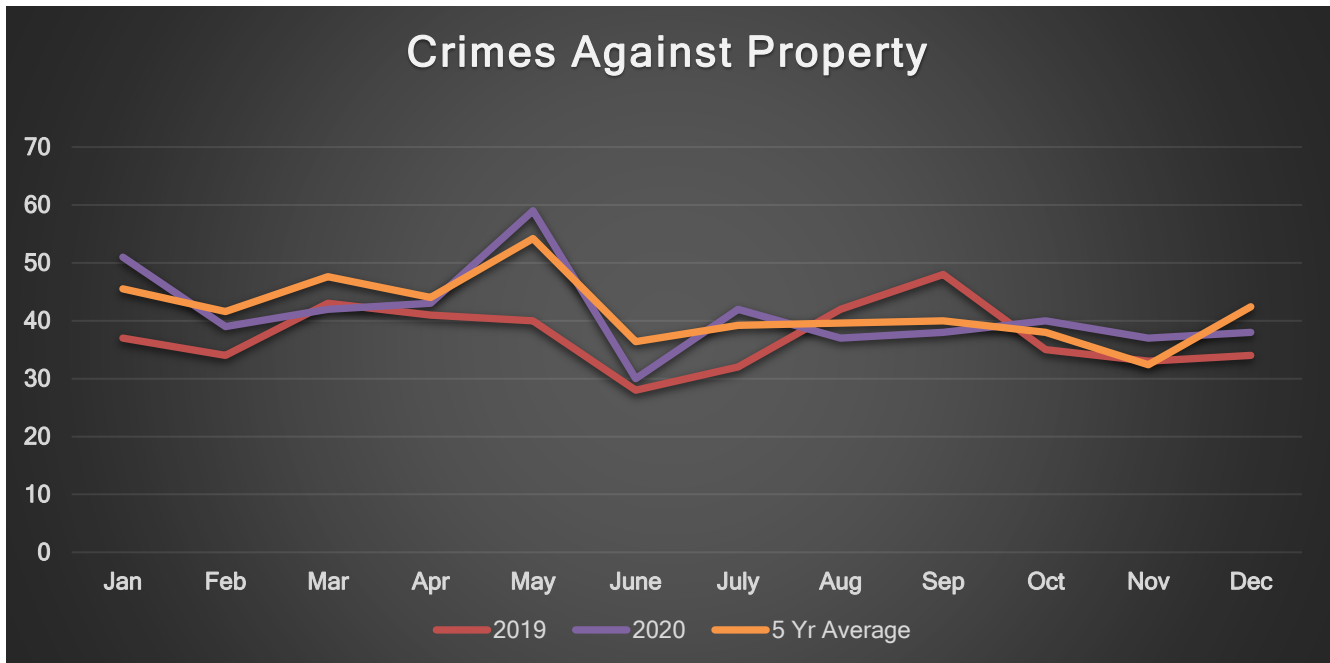
Crimes Against Property (UCR - Part II):

In 2020, Crimes Against Property increased 12 percent. Arson decreased by 86 percent and Burglary/Breaking and Entering increased 11 percent, and larceny/theft offenses increased 19 percent. Auto theft decreased 12 percent. The spike in the aforementioned property crimes began to peak during the early stages of 2020 and held steady through the COVID-19 outbreak. Officers notified residents in areas where the crimes were primarily occurring through citizen contacts.

Figure 3 - 2020, UCR Part I, Crimes Against Property

Type of Crime	2019	2020	% Change	5 Year Average
Arson	7	1	-86%	2.4
Burglary/Breaking & Entering	44	49	11%	60.2
Larceny/Theft Offenses	332	394	19%	367.2
Auto Theft	66	58	-12%	73
Crimes Against Property TOTALS	449	502	12%	502.8

Figure 3a - 2019, 2020, & 5yr Avg Totals UCR Part II, Crimes Against Property



“I did then what I knew how to do. Now that I know better, I do better.” -Maya Angelou

SECTION III.

Awards

In 2020, members of the Seaside Police Department submitted nominations for the Monterey County Peace Officers Association employee of the year and officer of the year awards. We are proud to announce Records Technician, April Kanagaki and Officer Gabe Suarez were awarded! We thank you for your dedicated service to our team and community!



April Kanagaki



Gabe Suarez



SECTION IV.

Culture of Excellence

The Seaside Police Department is constantly seeking opportunities to enhance our services, obtain cutting edge training and positively engage our community! Here are a few highlights:

In 2020, Seaside Police Officers received training in Procedural Justice, De-Escalation, Driver Safety and Communications.



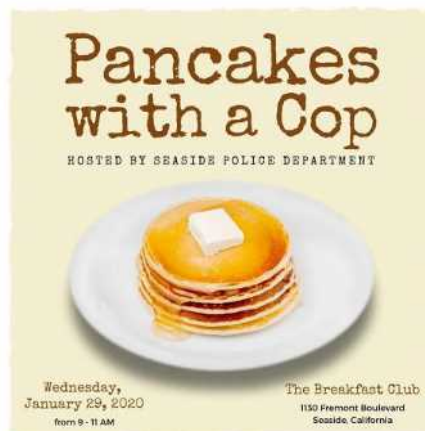
Implemented a Community Camera Program



Jumpstarted the Police K9 Program



Held Community Events to foster a culture of community collaboration



Virtual Ride Along





COVID -19 Response



Seaside Police Department

440 Harcourt Ave
Seaside, CA 93955
831-899-6748

2020 Annual Public Safety Report

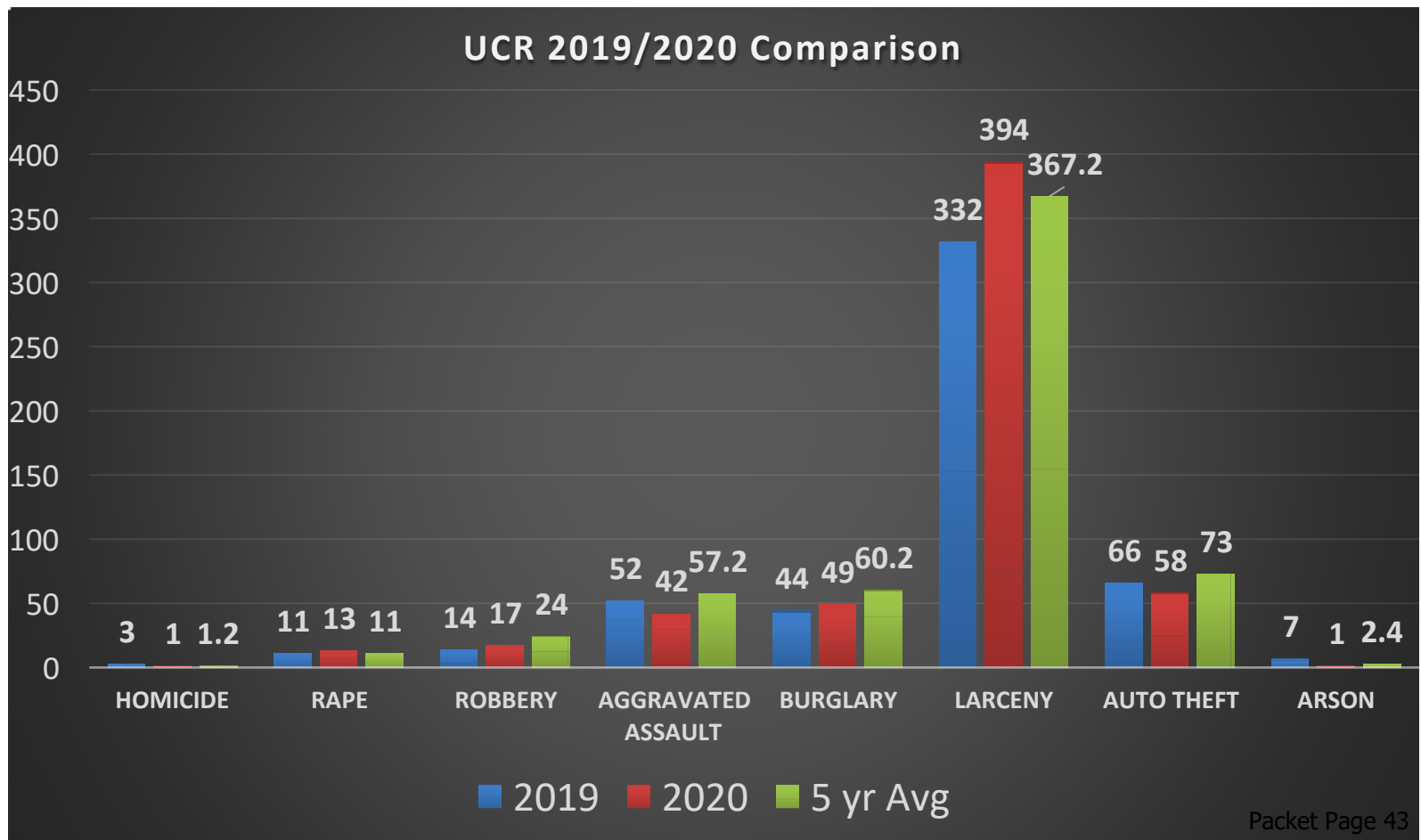


UCR PART I CRIME

Crimes Against Persons and Property

Type of Crime	2019	2020	% Change	5 Year Average
Homicide	3	1	-67%	1.2
Rape	11	13	18%	11
Robbery	14	17	21%	24
Aggravated Assault	52	42	-19%	57.2
Crimes Against Persons	80	73	-9%	93.40
Burglary	44	49	11%	60.20
Larceny	332	394	19%	367.20
Auto Theft	66	58	-12%	73
Arson	7	1	-86%	2.4
Crimes Against Property	449	502	12%	502.8
Total Part I Crime	529	575	9%	596.2

PRIOR YEAR COMPARISON



UCR PART I CRIME

OVERALL

9%

PROPERTY

12%

PERSONS

9%

PROCEDURAL JUSTICE



AWARDS



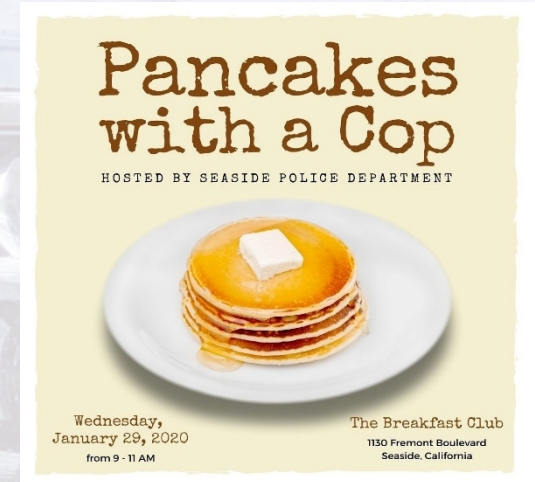
April Kanagaki

**2020
MCPOA
Employees
of the year!**



Gabe Suarez

Culture of Excellence



Culture of Excellence



Seaside Police Department

440 Harcourt Ave

Seaside, CA 93955



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, March 4, 2021
7:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Conducted.

4. REVIEW OF AGENDA

None.

5. PUBLIC COMMENT

Pastor Harold Lusk, Pastor Ronald Britt, Monica Kim, Kenneth Murray, Sandi B, Silvia Shih, Analisa Mitchell, Fiona, Karla Lobos, Lucy Ahrens, Susan Schiavone

6. PUBLIC AGENCY COMMUNICATIONS

A. COVID-19 VACCINE UPDATE

Fire Chief Gutierrez and Assistant City Manager Milton updated the Council and the public on vaccine distribution status in the community.

7. CONSENT AGENDA

On motion by and seconded by None and passed by the following vote the City Council approve the Consent Agenda as presented.

RESULT: Passed

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

NOES: None

A. APPROVAL OF MINUTES FROM FEBRUARY 11, 2021 AND FEBRUARY 18, 2021 MEETINGS

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. PROCLAMATION DECLARING MARCH AS AMERICAN RED CROSS MONTH

Action: Approved

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM BETHEL MISSIONARY BAPTIST CHURCH

Action: Approved

8. PUBLIC HEARING

A. APPROVE A RESOLUTION ADOPTING THE FIRST SUBSTANTIAL AMENDMENT TO THE 2020-2021 ANNUAL ACTION PLAN TO ADD COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE ROUND 3 (CDBG-CV3) FUNDS

Administrative Analyst II Haroon Noori Presented the City's requested modification for the 2020-21 Annual Action plan for CDBG funds. He explained that CDBG-CV3 funds may be used for a range of eligible activities that prevent, prepare for, and respond to coronavirus. He presented the proposal to allocate funds to the following categories: COVID-19 Testing and Immunization Clinics (65%), COVID-19 Testing and Immunization Outreach (10%), Food Distribution (10%), Meals on Wheels (10%), Planning and Administration (5%). Mr. Noori detailed the community outreach and the benefit of the funding allocations.

PUBLIC COMMENTS: Martha Henry, Susan Schiavone, Karla Lobo, Leveshia Franklin, Sylvia Shih

On motion by Council Member Pacheco and seconded by Council Member Campbell and passed by the following vote the City Council approved the staff recommendation for amending the 2020-2021 Annual Action Plan as presented by staff.

RESULT: *Approved*

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

NOES: *None*

B. 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 (SECOND READING, ROLL CALL VOTE)

City Manager Malin explained this was a second reading to allow electronic signatures for vital records and there were no changes requested or incorporated from the first reading. No questions from the Council.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem Pacheco and seconded by Council Member Garcia-Arrazola and passed by the following vote the City Council approved the item and adopted Ordinance 201

RESULT: Passed

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

NOES: None

C. INTRODUCTION AND PASS TO PRINT AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTIONS 2.02.080a AGENDA SETTING PROCEDURES and 2.02.100 PRESIDING OFFICER DUTIES

City Attorney Damon introduced the item, noting it was an item requested by a member of the Council to modify the agenda setting process.

Council Member Campbell made a motion to table the item indefinitely, seconded by Council Member Wizard. On the Question, the Mayor asked for public comments.

PUBLIC COMMENT: Natalie Anicetti, Paula, Silvia Shih, Susan Schiavone, Kenneth Murray, Lis Emanuelson, Ronald Britt, Kenneth Murray, Anthony Dunham, Karla Lobo, Airam Coronado, Harold Lusk, Analyssa Mitchell, Kristin Molle, Stefani Mistretta, Hazel Ross, Cathy Rivera, River Navaille, Laura Murphy, Kay Cline, Bill Weigle, Bertrand Deprez, Alexis Magealeno, Leslie Simon, Sandra Weaver, Lacey Raak, Janet McPherson, Marc Anicetti, Chris Kramer, Roelof Wijbrandus, Trevor Ice, Donna Penwell, Sandi Berman, Michaelo Nevares, Tatiana Hart

Mayor Pro Tem Pacheco offered a substitute motion to create the ordinance as written to include the provision that a special meeting could be called by any Council Member with a majority vote. Motion died for lack of a second.

Council Member Garcia Arrazola made a substitute to the substitute motion that the ordinance be adopted as presented and a new ordinance be prepared about how to get items on the agenda which requires at a minimum two council members to request for an item to be agendaized. Motion was seconded by Mayor Oglesby.

On motion by Council Member Garcia Arrazola and seconded by Mayor Oglesby and passed by the following vote, the City Council passed to print the first reading of the draft ordinance as presented and directed staff to draft a new ordinance establishing regulations that require a minimum of two council members to request an item for it to be placed on the agenda.

RESULT: Passed

AYES: Garcia-Arrazola, Oglesby, Pacheco

NOES: Campbell, Wizard

On motion by Mayor Oglesby and seconded by Mayor Pro Tem Pacheco and passed by the following vote the City Council extended the meeting past 10:30 PM.

<i>RESULT:</i>	<i>Passed</i>
<i>AYES:</i>	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
<i>NOES:</i>	<i>None</i>

9. **BUSINESS ITEMS**

A DISCUSS STATUS OF GENERAL PLAN UPDATE AND APPROVE A NOT TO EXCEED \$165,000 CONTRACT AMENDMENT FOR RAIMI + ASSOCIATES TO COMPLETE THE GENERAL PLAN UPDATE.

Community Development Director Stearns presented the item providing a status update of the General Plan update process, schedule and outstanding necessary elements. She further explained that the City has received a grant for \$165,000 to complete the update and should the amended contract be approved, reported that the General plan update could be prepared and completed no later than January 2022.

Public Comment: Ronald Britt,

On motion by Council Member Wizard, seconded by Mayor Pro Tem Pacheco and carried unanimously the City Council approved the modification of the contract for Rami and Associates for a not to exceed value of \$165,000 and authorized the recall of the funds allocated for the general plan update to be reallocated to the general fund.

<i>RESULT:</i>	<i>Passed</i>
<i>AYES:</i>	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
<i>NOES:</i>	<i>None</i>

B ADOPT A RESOLUTION TO REJECT THE BID TO BUILD THE SITE BUILT ADU AND INSTEAD EXECUTE AGREEMENTS TO MANUFACTURE AND DELIVER TWO (2) PREFABRICATED ADUS

Housing Program Manager Nurse presented the item explaining the previous Council direction to promote the ADU Demonstration Project to include two detached ADUs, one site-built and one manufactured that would be used as model homes the public can visit to get a sense of how it may feel to occupy an ADU and demonstrate different design types. He noted that property owners are already submitting permit applications to use the Pre-approved ADU plans and no longer appear to need a demonstration project to convince them of its merit. Therefore he requested the Council to consider rejecting the Avila Construction bid as it does not appear prudent for the City to spend the proposed cost to construct a one (1) bedroom ADU unit. Instead he requested to contract with Barrier Structures 360, to purchase multiple Prefab ADUs for similar cost. The Council discussed the merits of the proposal.

PUBLIC COMMENT: Alex Miller

On motion by Council Member Campbell and seconded by Mayor Pro Tem Pacheco and passed by the following vote the City Council approved resolution 21-19 to reject the bid from Avila Construction to build the Site Built ADU, and instead execute agreements with Barrier Structures 360, LLC and Black & Veatch, Inc. and Prefab ADU to each manufacture one (1) prefabricated ADU for a total of two (2) ADUs for a not to exceed cost of \$485,000.00, completed by May 2021.

<i>RESULT:</i>	<i>Passed</i>
<i>AYES:</i>	Campbell, Garica-Arrazola, Oglesby, Pacheco, Wizard
<i>NOES:</i>	<i>None</i>

10. COUNCIL MEMBER REQUESTS

Mayor Pro Tem Pacheco wants to know the costs to install new lighting in the downtown district and he requested a report regarding the implementation of 2 hours parking on side streets in the downtown district.

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

12. ADJOURNMENT

The meeting adjourned at 11:44 PM and was closed in honor of:

- Rosetta "Rose" King DeBerry
- Pastor Bruce E. Rivers
- Patti Oglietta
- Former Seaside Police Officer Michael Bainter

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant

DATE: March 18, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of February 20, 2021 through March 5, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending February 25, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,466,173.08.

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:

- \$649,303.55 for Payroll and benefits
- \$10,737.26 to Access Monterey Peninsula, Inc. (AMP) for July - September 2020 PEG fees (Public, Educational and Government access programming) for AT&T and Comcast.
- \$25,000.00 to Community Partnership for Youth for Community social services grant reimbursement request for the period 2/1/2021 - 4/30/2021.

- \$46,884.39 to Wallace Group for SCSD - Professional svcs. work related to Fremont Blvd Sewer main upgrade rendered during October & December 2020 and for professional services for Storm Grate Replacement project management services rendered through December 2020.
- \$14,683.41 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 12/22/20 - 1/22/21.
- \$52,045.00 to Harris & Associates for SCSD prof. svcs. for Project management for the period 11/22/2020 - 1/30/2021 and Lift Station Upgrade services for the period 11/22/2020 - 1/2/2021.
- \$12,675.00 to Robert S. Jaques for Watermaster technical program management services for the period ending 1/31/2021. Total hours = 84.5 @ \$150/hour.
- \$10,338.77 to Sun Street Centers for Community social services grant reimbursement request for the period 11/1/2020 - 1/31/2021 & 2/1/2021 - 4/30/2021.
- \$128,250.00 to Monterey Peninsula Engineering for SCSD prof. svcs for Lift Station Upgrades through 1/31/2021.
- \$66,021.76 to Monterey One Water for Invoice #13762 for FY 2020/21 Monterey Regional Stormwater Management program fees.
- \$21,048.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 1/25/2021 - 1/30/2021 & 2/1/2021 - 2/6/2021.
- \$27,222.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 1/25/2021 - 1/31/2021 & 2/1/2021 - 2/7/2021.
- \$10,677.08 to The Huntington Capital Corporation for Lease from 3/14/2021 - 6/13/2021 for 1) Library and City Hall energy project and 2) Fire Dept admin energy project

The remaining checks, totaling \$391,286.86 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: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: March 18, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT
LIST FOR LAND DEVELOPMENT PROJECT REVIEW SERVICES**

RECOMMENDATION

Adopt resolution approving the following firms as qualified to provide On-Call Land Development Project Review services:

- 1.) Harris and Associates
- 2.) CSG Consultants, Inc.
- 3.) BKF Engineers
- 4.) Wallace Group

BACKGROUND

City Engineering staff review documents for Land Development Projects submitted to the City for approval and permitting. These tasks include but are not limited to: plans, specifications and cost estimate review, tentative and final map review, field investigations, project support during planning and construction phases, and budget and schedule status report preparation. Staff is not always able to perform land development review in-house because of heavy workload or the design is a technical area beyond their expertise. The City has retained On-Call Land Development Project review services in the recent past. The term date for the current On-Call consultant list has been exceeded, and it cannot be extended. There is a continued need for the services because of the considerable amount of land development planned in Seaside in the next few years..

City staff released a Request for Qualifications (RFQ) on December 21, 2020 seeking qualified firms or individuals to provide professional services to review documents for

proposed Land Development Projects within the City of Seaside.

On January 26, 2021, the City received Statement of Qualifications (SOQs) from eight engineering firms. A panel of City staff reviewed the SOQs based upon criteria presented in the RFQ and selected the following four firms as the best qualified firms to meet the City's needs:

- 1.) Harris and Associates of Salinas
- 2.) CSG Consultants, Inc. of San Jose, California
- 3.) BKF Engineers of Salinas, California
- 4.) Wallace Group of Salinas, California

The On-Call list will have a term of three years with the option to issue one year extensions twice at the discretion of the City Manager. If approved, the on-call consultant(s) may or may not be called upon by the City to provide services. To retain professional services from a consultant, staff would secure a proposal from one or more consultants and then negotiate the scope, schedule, and fee with the selected consultant based upon their hourly fee schedule and the project scope of work. Staff would bring professional services agreements with the selected consultant to the City Council for approval if the contract amount exceeds the authorization of the City Manager. The consultant's services would be reimbursed by the project proponent through payment of the permit fees or by incorporation in the approved Development and Reimbursement Agreement.

FISCAL IMPACT

There is no fiscal impact with approval of an On-Call consultant list. Land Development Review costs are funded by fees collected from the developer at the time plans are submitted for review.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR PROFESSIONAL SERVICES FOR LAND DEVELOPMENT PROJECTS REVIEW

WHEREAS, development review services included an array of specialties including road and traffic signal design, grading and drainage, review of tentative maps, parcel maps and final maps, and peer review of technical reports pertaining to soils, water, hydrology and hydraulics; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in development review and maintain necessary licenses; and

WHEREAS, an on-call list of engineering consultants is necessary to allow the City to efficiently process the considerable number of development projects anticipated to occur within the City of Seaside over the next several years; and

WHEREAS, on December 21, 2020, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide development review services; and

WHEREAS, on January 26, 2021, proposals were received from eight firms offering professional services; and.

WHEREAS, a selection panel reviewed and identified the four top firms shown in Exhibit 'A', attached, based upon qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide professional services for Land Development Projects Review on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Land Development Project Review is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through March 18, 2026. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 18th day of March, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

EXHIBIT "A"

On-Call List for Professional Services for Land Development Projects Review March 18, 2021 City of Seaside

Harris & Associates

450 Lincoln Avenue, Suite 103
Salinas, California 93901
Primary Contact: Frank Lopez, PE

CSG Consultants, Inc

3150 Almaden Expressway, #255
San Jose, CA 95118
Primary Contact: Hatem Ahmed, PE

BKF Engineers

307 Main Street, suite 120
Salinas, CA 93901
Primary Contact: Jason White, PE

Wallace Group, A California Corporation

612 Clarion Court
San Luis Obispo, CA 93401
Primary Contact: Kari Wagner, PE



**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
Leslie Llantero, Assistant Engineer

DATE: March 18, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT
LIST FOR TRAFFIC ENGINEERING SERVICES**

RECOMMENDATION

Adopt Resolution approving the following firms as qualified to provide Traffic Engineering Services:

1. Fehr & Peers
2. Harrison Engineering
3. Kimley-Horn
4. Parisi Transportation Consulting
5. Ruggeri Jensen Azar

BACKGROUND

Traffic Engineering Services encompass transportation planning and traffic operations which includes corridor studies, traffic impact analysis, traffic calming, multimodal studies, pedestrian and bicycle studies, traffic safety, traffic signal design, pedestrian signal design, speed surveys, road impact fee studies, and peer review. The City, on occasion, is in need of consultants who specialize in the field of traffic and transportation.

An approved on-call consultants list will help expedite the process for various projects by providing Traffic Engineering Services for the Planning, Economic Development, and Engineering Divisions. Having multiple firms approved to provide traffic engineering services avoids potential conflicts of interest when a firm which designed the project, private or capital, under review is on-call list also.

On October 20, 2021, the City released a Request for Qualifications (RFQ) seeking qualified firms or individuals to provide Traffic Engineering Services.

On November 16, 2020, the City received six submittals in response to the City's RFQ. A panel of City staff reviewed the SOQs based upon criteria presented in the RFQ. To cover all the varied expertise and the projected projects, staff recommends the following five firms (in alphabetical order) serve as on-call consultants for Traffic Engineering Services:

1. Fehr & Peers,
2. Harrison Engineering,
3. Kimley-Horn,
4. Parisi Transportation Consulting, and
5. Ruggeri Jensen Azar.

While all the firms that submitted were qualified, the above five separated themselves by demonstrating a clear understanding of the City's needs, ability to respond quickly to City requests, and experience with an array of transportation analysis, transportation planning and traffic signal design

The On-Call list will have a term of three years with the option to issue one year extensions twice at the discretion of the City Manager. If approved the on-call consultant(s) may or may not be called upon by the City to provide services. Staff would select a consultant for a project on an as-needed basis. To retain professional services from a consultant, staff would secure proposals from one or more consultants and then negotiate the scope, schedule, and fee with the selected consultant based upon their hourly fee schedule and the project scope of work. Staff would bring a professional services agreement with the selected consultant for the work to the City Council for approval if the contract amount exceeds the authorization of the City Manager.

It is recommended that the City Council approve the five firms listed above to serve as on-call consultants for Traffic Engineering Services.

ENVIRONMENTAL DETERMINATION

The environmental determination process will be completed as required on a project by project basis.

FISCAL IMPACT

Approval of the Resolution will have no immediate impact on the General Fund. For capital projects, the work required of consultants will be incorporated into project budgets which will get approved during the budget process. Other traffic engineering

consultant services such as for land development projects cannot be anticipated at this time or during the budget review process. Consultants will work on an on-call basis as defined by the City. All agreements will have a defined scope, schedule, and fee arrangement that will be negotiated on a project by project basis.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING FEHR & PEERS, HARRISON ENGINEERING, KIMLEY HORN,
PARISI TRANSPORTATION CONSULTING, AND RUGGERI JENSEN AZAR TO
PROVIDE ON-CALL TRAFFIC ENGINEERING SERVICES**

WHEREAS, Traffic Engineering Services included a vast array of specialties including transportation planning, traffic impact analysis, complete street design, traffic signal design, speed surveys, and peer review; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in traffic engineering; and

WHEREAS, on October 20, 2020, the City released a Request for Qualifications for professional services for Traffic Engineering Services; and

WHEREAS, on November 16, 2020, proposals were received from six firms offering Traffic Engineering Services; and

WHEREAS, a selection panel reviewed and selected the five top firms: Fehr & Peers, Harrison Engineering, Kimley Horn, Parisi Transportation Consulting, and Ruggeri Jensen Azar as the most qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves Fehr & Peers, Harrison Engineering, Kimley Horn, Parisi Transportation Consulting, and Ruggeri Jensen Azar, to provide Traffic Engineering Services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Traffic Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through March 18, 2026. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 18th day of March, 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.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: March 18, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE GROUP IN THE AMOUNT OF \$75,000 FOR DEVELOPMENT REVIEW SERVICES FOR PHASE 1 OF THE CAMPUS TOWN DEVELOPMENT

RECOMMENDATION

Adopt a Resolution (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement (Attachment 2) with the Wallace Group in the amount of \$75,000 to provide development review services in support of Campus Town Phase 1 construction of public improvements.

BACKGROUND

On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a Development Agreement with KB Bakewell Seaside Venture II, LLC (Developer) for the development of approximately 122 acres of land on the former Fort Ord, a project more commonly known as Campus Town (Project). Pursuant to section 11 of the agreement, the City agrees to cooperatively work with the Developer to insure permits are obtained in a timely manner. Specifically, the City will accept, make completeness determinations, and process promptly and diligently to completion all applications for Project approvals. City has agreed to process initial plan reviews within 30 business days and subsequent reviews within 15 and 10 business days respectively.

On February 19, 2021, the Developer submitted plans for construction of Phase 1 improvements with the goal of breaking ground of construction in early winter of 2021. Civil Engineering plans include 82 pages of improvements for grading, street improvements and storm drains. Phase 1 of the project will construct approximately 176,000 square feet of new road, 69,000 square feet of sidewalk, 81 ADA compliant

pedestrian ramps and includes construction of a round-about at the intersection of Lightfighter Drive and General Jim Moore Boulevard. The project will install over 6,000 feet of storm drain pipe, 70 storm drain inlets, 51 maintenance holes and three basins sized to retain the 100 year storm. Reports on soils, hydrology and hydraulics and a stormwater improvement plan for low impact development total more than 300 pages in length. Lastly, a final map is to be reviewed for conformance to City and State Map Act requirements. The level of effort and specialized skills necessary to review and comment on these documents exceeds the current resources of the Engineering Division.

Staff solicited a proposal for land development project review services from the Wallace Group (Consultant) which was received on March 12, 2021. The Consultant is currently on the City's pre-qualified on-call list for land development review and has performed similar review for the City in the past, including review of the grading and drainage improvements for Senior Living.

Staff has reviewed the Wallace Group proposal and determined the scope of services are appropriate. The Consultant has the necessary staff resources, qualifications and skills to successfully review the documents submitted. It is anticipated that an additional scope of work will be necessary for inspection services during the actual construction phase of the project and an amendment to the Professional Services Agreement will be requested and brought to the City Council for consideration at the time the developer begins construction of Phase 1 improvements.

FISCAL IMPACT

An Agreement with the Wallace Group will have no fiscal impact to the General Fund. In accordance with Development Agreement, the Developer is obligated to pay City fees associated with the processing of permit applications. The City adopted fee schedule requires the Developer to pay actual costs for engineering review for commercial and multi-family developments greater than 1 acre in size. The City is further entitled to recover the actual costs associated with inspection of such public improvements. It is typical for a project of this size and complexity to establish a contingency of 15%. Staff recommends the City Council authorize the City Manager to execute the Professional Services Agreement in the amount of \$75,000 with the Wallace Group and any amendments to the Agreement up to an amount of \$11,250 such that the total Agreement does not exceed \$86,250.

Expenses with the Professional Services Agreement will be charged to deposit account #601-2214 where funds are provided by the Developer.

ATTACHMENTS

1. Draft Resolution
2. Agreement

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE GROUP IN THE AMOUNT OF \$75,000 TO PROVIDE PLAN REVIEW SERVICES FOR CAMPUS TOWN PHASE 1 IMPROVEMENTS

WHEREAS, On February 6, 2017 the City of Seaside and the Successor Agency entered into a Purchase and Sale Agreement with KB Bakewell Seaside Venture LLC (Developer) for the sale of property (Property) in the former Fort Ord to facilitate the development of the Campus Town Project (Project); and

WHEREAS, on March 5, 2020, the City adopted resolution 20-09 certifying the Campus Town Specific Plan Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for the development of the Project; and

WHEREAS, On March 19, 2020, the City adopted Ordinance No. 1082 approving a Development Agreement with the Developer and such ordinance became effective on April 18, 2020; and

WHEREAS, pursuant to the Development Agreement, the City will accept, make completeness determinations, and process promptly and diligently to completion all applications for Project approvals; and

WHEREAS, the City has agreed to process initial plan reviews within 30 business days and subsequent reviews within 15 and 10 business days respectively; and

WHEREAS, the Developer has submitted engineering plans, reports and final map for the construction of phase 1 of the Project; and

WHEREAS, the level of effort and specialized skills necessary to review and comment on these documents exceeds the current resources of the City's Engineering Division; and

WHEREAS, on March 18, 2021, the City approved an on-call list for land development review services for a period of 3 years with optional two one year extensions; and

WHEREAS, the Wallace Group (Consultant) is included on the on-call land development review services list; and

WHEREAS, the Consultant submitted a proposal to provide land development review services for the Project; and

WHEREAS, staff have reviewed the proposal and determined the scope services and fees are reasonable; and

WHEREAS, in accordance with the development agreement and the City's adopted fee schedule, the Developer is responsible for the actual costs incurred by the City for the review of engineering documents; and

WHEREAS, it is customary for a project of this size and complexity to establish a contingency equal to 15% of the cost or approximately \$11,250; and

WHEREAS, a deposit account (account # 601-2214) has been established for the tracking of costs incurred by the City to process the Project and the Professional Services Agreement will be funded from said deposit account.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Professional Services Agreement with the Wallace Group in the amount of \$75,000 attached hereto as Exhibit 'A' and any amendments to the Agreement up to an amount of \$11,250 such that the total contract value does not exceed \$86,250.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of March 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
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
CAMPUS TOWN PHASE 1 DEVELOPMENT REVIEW**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and the Wallace Group, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 19, 2021 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

Consultant shall perform the tasks described and set forth in Exhibit A, 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 A.

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, 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 Seventy Five Thousand Dollars (\$75,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency 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 Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant 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 the Consultant fails to cure its default within such period of time, the Agency 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.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant 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. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom 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 for a 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 the Agency and may be used, reused, or otherwise disposed of by

the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant,

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 the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, 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.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants 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 thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

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

To Consultant: Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401
Att: Kari Wagner, Principal

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Rick Riedl shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Rick Riedl may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Rick Riedl from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant 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 the municipal, superior, or federal district court with jurisdiction over the Agency.

20. 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.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "B" hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

By: 
Kari Wagner, Principal PE, C66026

Date: March 15, 2021

City of Seaside
A Municipal Corporation

Craig Malin, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal

EXHIBIT A

SCOPE OF WORK

CAMPUS TOWN DEVELOPMENT REVIEW

The City of Seaside received civil engineering improvement plans, hydrology and hydraulics report, geotechnical report and storm water control plan associated with the Campus Town Phase 1 development within the former Fort Ord. As outlined below, the Consultant will be responsible for reviewing technical documents for the Project.

I. TASK DESCRIPTION

The primary objective of the proposed work is to provide review comments on the civil engineering plans and reports to include:

1. Prepare written review comments on grading, street design, and storm drain utilities as may be shown on the civil engineering plans.
2. Prepare written review comments on the hydrology and hydraulics reports.
3. Prepare written review comments on the Stormwater Control Plan. Review shall be in accordance with the Central Coast Regional Water Quality Control Board (CCRWQCB) Low Impact Development Standards as defined in Resolution No. R3-2013-0032.
4. Review and provide comments on the Final Map in conformance with City municipal code & Map Act
5. Review three easements west of Gen. Jim Moore & north of Lightfighter Drive.

Consultant shall budget a minimum of two 1 hour coordination meetings with the Developer.

II. SCHEDULE OF PERFORMANCE

Time is of the essence. The Work shall be diligently performed as follows:

1. Initial review of documents shall be completed within 30 business days from receipt of Notice to Proceed.
2. Second review shall be completed within 15 business days from receipt of revised documents.
3. Third and subsequent reviews shall be completed within 10 business days from receipt of revised documents.

III. DELIVERABLES

Consultant shall provide written comments for the civil engineering plans, hydrology, hydraulics, geotechnical reports, Storm Water Control Plan and Final Map. Includes marking up associated documents and providing a tabulated summary of such comments. Comments will be provided in PDF and or Microsoft Excel or similar format.

Deliverables include:

1. Marked up plans, reports, and Final Map
2. Tabulated summary of comments for plans, reports and Final Map

March 12, 2021

Nisha Patel
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Campus Town Plan Checking

Dear Ms. Patel:

Wallace Group appreciates the opportunity to provide you with our proposal for plan checking services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Seaside has received plans for redevelopment of a portion of Surplus II development area within the former Fort Ord. The City is requesting a proposal to complete a plan check of the following documents on behalf of the City:

1. Civil plans including layout, grading, drainage and signing and striping - 82 sheets submitted to date.
2. Civil plans including preliminary roundabout layout - 6 sheets submitted to date.
3. Stormwater Control Plan (SWCP - 137 pages submitted) including drainage facility plans and supporting hydrology and hydraulic calculations and geotechnical report.
4. Final Map (15 sheets) with supporting title documentation.
5. Three easements west of Gen. Jim Moore and north of the site across Lightfighter Drive (undated)

SCOPE OF SERVICES

Based on our discussion, the following Scope of Services has been prepared for your consideration:

SCOPE OF SERVICES

Task 1: Plan Check - First Submittal

Wallace Group will complete the first plan check of the above listed documents. We will provide the City with a comment table (as PDF and MS Excel table) and mark ups of the documents reviewed. We assume that all storm water will be retained on-site and that stormwater run-on to the site is negligible. This task includes preparation for and attendance of up to one 2-hour meeting via videoconference. We have included 270 hours of professional services to complete this task.

Deliverables:

- Tabulated comments and plan check markups (PDF)
- Tabulated comments (MS Excel)



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Task 2: Plan Check - Second and Third Submittals

Wallace Group will complete the second and third plan check of the above listed documents. We request that the applicant provide the City with revised PDF documents for our review. We also request that the applicant provide responses in the MS Excel comment table (provided in the previous review cycle) providing responses sufficiently detailing revisions made in the resubmitted documents demonstrating that the comment has been addressed appropriately, and that the applicant highlight revisions in the resubmitted documents. We will review these documents and provide follow up comments to applicant's responses and mark ups of the revised documents, if necessary. This task assumes that we will provide review and responses to comments made under Task #1, above. That is, we may request an amendment to this proposal if significant design changes are made to the documents submitted to date.

This task includes preparation for and attendance of up to two, 1-hour meetings via videoconference. We have included 120 hours of professional services to complete these tasks. Additional reviews beyond a third submittal are outside the estimated hours provided in this submittal and may require a contract amendment.

Deliverables:

- Tabulated comments and plan check markups (PDF)
- Tabulated comments (MS Excel)

SCHEDULE

Wallace Group will complete the first plan check within 25 business days of being issued a Notice to Proceed and all documents are received from the City for review. We will complete the second and third plan checks within 20 and 10 business days of receipt of the submitted documents.

TO BE PROVIDED BY THE CLIENT

- Full submittal is required before the plan check would be started. For example, the CAD files and Performance Checks including all truck turn, sight distance/triangles, fastest path, and other diagrams for the roundabout designs (NCHRP 672 Second Edition Chapter 6) should be submitted to complete our review of the roadway design."
- Copies of required maps or documents.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, either inhouse or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Structural review.
- ADA-compliance review.
- Sewer utility review (sewer collection system is part of MCWD).
- Water utility review (water utility is part of MCWD).
- Dry utilities review.
- Review of land, Right of Way, or easements acquisitions documentations.
- Signing the Final Map as City Surveyor for technical correctness (66442(a)(4)).

Exhibit B

PP21-7193
City of Seaside
March 12, 2021
Page 3 of 3



- Signing the Final Map for items (66442(a)((1), (2), or(3))).
- Review of record data that falls outside the subdivision.

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 and 2 of the proposed Scope of Services on a time and materials basis. These services will be invoiced monthly on an accrued cost basis in accordance with the attached Standard Billing Rates (Exhibit A). Our total fees including reimbursables will not exceed our estimated fee of \$75,000.00 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Project Manager, Rick Riedl.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
GGM: PP21-7193, 2019, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit B

Exhibit A Standard Billing Rates



WALLACE GROUP®

Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 90
Designer/Technician I - IV	\$ 95 - \$125
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist.....	\$135
Senior GIS Technical Specialist	\$145
Associate Engineer I - III	\$ 115 - \$135
Engineer I - IV	\$145 - \$160
Senior Engineer I - III	\$170 - \$180
Director.....	\$185
Principal Engineer/Consulting Engineer	\$215
Principal	\$230

Surveying Services:

Associate Survey Technician	\$ 95
One-Person Survey Crew	\$160..... \$195
Two-Person Survey Crew.....	\$215..... \$290
Three-Person Survey Crew.....	\$275..... \$370
Survey Technician I - IV	\$115 - \$139
Land Surveyor I - III	\$145 - \$155
Senior Land Surveyor I - III.....	\$160 - \$170
Director.....	\$185

Public Works Administration Services:

Project Analyst I - IV	\$110 - \$140
Senior Project Analyst I - III	\$145 - \$155
Senior Environmental Compliance Specialist I - III.....	\$160 - \$170

Support Services:

Office Assistant.....	\$ 85
Project Assistant I - III.....	\$ 90 - \$100

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

*Prevailing Wage:

State established prevailing wage rates may apply to some services and those rates are subject to change.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant 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. Consultant 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. 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. Consultant 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 Consultant 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.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency 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.

Other provisions or requirements

Proof of insurance. Consultant 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. Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications 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 Consultant or Agency will withhold amounts sufficient to pay premium from Consultant 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 VI (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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant 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, and 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 Consultant'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. Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant 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 specifications. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant'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. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant 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.

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
LAND DEVELOPMENT PROJECTS REVIEW
DECEMBER 21, 2020**

The City of Seaside is requesting proposals from qualified firms to provide professional services to review documents for proposed land development projects within the City of Seaside, hereinafter referred to as “the Projects.” The selected firm, hereinafter referred to as “the Consultant,” will be responsible for reviewing technical documents for the Projects. The City of Seaside intends to select up to three firms with which to negotiate a contract based on the responses to this Request for Qualification (RFQ). Selection will be based on demonstrated expertise in providing support to public works departments.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles. Seaside is the largest city on the Monterey Peninsula with 33,878 residents. A large part of the City of Seaside's area, 6.44 square miles, lies within the former Fort Ord military base. From time to time, the City of Seaside may contract with outside consultants to assist with processing larger and complex development projects. This RFQ is intended to provide such additional resources for the Public Works Engineering Department.

II. PROPOSED SCOPE OF WORK

The primary objective of the work is to review documents for the Projects. The proposed scope of services may include the following:

- Perform additional investigations including field investigations as may be required to determine existing conditions. This may include preparing a report to describe the existing facilities.
- Review engineered plans, reports, technical specifications, and engineer's cost estimates for the proposed improvements.
- Review maps including parcel, tract maps and other documents associated with adjustments, mergers or changes to property boundaries.
- Prepare review comments citing, if necessary, federal, state, and local standards and regulations.
- Review and prepare documents as required by California Environmental Quality Act.
- Provide project support during the planning and design phase.
- Provide project support during the construction phase.
- Provide status reports that accurately communicate budget and schedule to city staff in a timely manner.

**Request for Qualifications
Seaside Land Development Review**

The ideal candidate has a good working knowledge of the following documents:

1. State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 and Construction General Permit Order 2009-009-DWQ and their amendments
2. Central Coast Regional Water Quality Control Board (CCRWQCB) Low Impact Development Standards, including but not limited to Resolution No. R3-2013-0032
3. CCRWQCB *Technical Support Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region, User Guide for Municipal Implementation*
4. Fort Ord Reuse Authority (FORA) *Base Reuse Plan & Habitat Management Plan*.
5. *California Subdivision Map Act*
6. City of Seaside Municipal Code
7. California Environmental Quality Act (CEQA) & National Environmental Policy Act (NEPA)

Attachment A contains a copy of the Standard Consultant Agreement, which includes standard terms and conditions and insurance requirements applicable to the performance of this work.

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications. In reviewing the proposals, the City of Seaside considers the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The SOQ will be limited to 15 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 15 page limit

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience working for public entities.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address.

**Request for Qualifications
Seaside Land Development Review**

All proposing firms must be professionally engaged in the project management and review of land development projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

1. Licensed Professional Civil Engineering (PE)
2. Licensed Land Surveyor or PE licensed prior to January 1, 1982
3. Construction General Permit Qualified SWPPP Practitioner (QSP) and Qualified SWPPP Developer (QSD)
4. Construction cost estimating/value engineering, and
5. Project management.

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFQ, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFQ, **via email** to:

Scott Ottmar, Senior Engineer
City of Seaside – Engineering Division
Email: sottmar@ci.seaside.ca.us
Phone: (831) 899-6885

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside at least three (3) business days prior to the proposal due date.

V. SUBMITTAL OF PROPOSALS

SOQs must be received by 2:00 PM January 20, 2020 at the following address:

Scott Ottmar, Senior Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. The SOQ and any accompanying documents may be submitted via email to pwinfo@ci.seaside.ca.us, in Adobe pdf format. Cost information shall be included in a separate PDF, password protected file and titled “Standard Hourly Fees” and included with the same email as the proposal. City of Seaside will request the password.

Optionally, three bound copies, plus one electronic copy submitted on CD or USB flash drive may be submitted in a sealed envelope with the words “**Proposal for Professional Services**” clearly marked in the lower left-hand corner of the envelope. Cost information shall be placed in a separate, sealed envelope within the proposal envelope.

**Request for Qualifications
Seaside Land Development Review**

All material submitted in accordance with this RFQ becomes property of the City of Seaside and will not be returned.

VI. EVALUATION PROCESS

Agency staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to perform services at City of Seaside City Hall at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, City Council will consider approval of consultant(s). The City Council may select up to two firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City Council, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFQ	December 21, 2020
Receipt of Proposals	January 20, 2021 at 2:00 PM

EXHIBIT D

Request for Qualifications Seaside Land Development Review

Interview Consultant(s), if necessary	week of February 1, 2021
Retain Consultant(s)	February 18, 2021
Start of Contract	March 1, 2021

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Qualifications. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside will make a recommendation to the City Council regarding the selection of Consultant based upon an evaluation of the proposals. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment A.

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (see Attachment A).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City of Seaside with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFQ.

XII. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Consultant that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understood the RFQ. No request for modification of the statement shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of the City of Seaside. At such time as the City Manager recommends a Consultant to the City Council all proposals received in response to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City of Seaside shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Consultant submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City of Seaside will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIV. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant’s inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant’s default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFQ instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City of Seaside.

XVI. PROHIBITION OF GIFTS

City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City of Seaside, or proposing to do business with the City of Seaside. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to City of Seaside officers or employees. The Consultant shall be subject to the City of Seaside's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFQ process:

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFQ does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City of Seaside reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
 - 2. Modify and re-issue the RFQ;
 - 3. Take action regarding the RFQ as may be deemed to be in the best interest of the City of Seaside.
- D. The City of Seaside reserves the right to verify any information provided during the RFQ process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside and of the Consultant.
- F. While it is the intent of the City of Seaside to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFQ at any time. No obligation either expressed or

**Request for Qualifications
Seaside Land Development Review**

implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFQ.

- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

Attachment A – Draft Consultant Agreement



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: March 18, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES IN THE AMOUNT OF \$265,295 FOR DEMOLITION DESIGN IN SUPPORT OF THE CAMPUS TOWN DEVELOPMENT PAID FOR BY FORT ORD REUSE AUTHORITY BONDS

RECOMMENDATION

Adopt a Resolution (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement (Attachment 2) with Harris & Associates in the amount of \$265,295 for demolition design in support of the Campus Town development.

BACKGROUND

On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a Development Agreement with KB Bakewell Seaside Venture II, LLC (Developer) for the development of approximately 122 acres of land on the former Fort Ord, a project more commonly known as Campus Town. Pursuant to section 11 of the Agreement, the City is responsible to remediate the property to be free of hazardous materials to residential standards at no cost to the Developer. The City is also obligated to destruct, demolish and remove buildings, structures and improvements located within the boundaries of the development. The City is further required to implement appropriate environmental mitigations in support of these obligations as prescribed by the Campus Town Final Environmental Impact Report (FEIR).

The scope of work the City is obligated to complete includes the remediation and demolition of eight (8) former military barracks known as hammerheads and 3 additional buildings including the visitor center at Lightfighter and Second Avenue, a fast food

restaurant at Gigling Rd and General Jim Moore Blvd, and the former chapel near the intersection of Colonel Durham Rd and Arnheim Road, along with parking lots and trash enclosures dispersed throughout the development boundaries. Relocation of certain electrical infrastructure including above ground transformers will also be required. The demolition of the Presidio fire station may also be incorporated should a suitable relocation site be identified. Buildings will be evaluated for hazardous materials including, but not limited to, lead paint, asbestos and universal hazardous wastes such as mercury and polychlorinated biphenyls (PCBs). Trees will be removed, consistent with the Development Agreement and Campus Town FEIR, to facilitate remediation and demolition activities. The City is required to implement environmental mitigations such as biological and cultural surveys and insure contractors adhere to environmental mitigations. See Attachment 3 for map of locations of work to be performed for the entire project.

On February 19, 2021, the Developer submitted plans for construction of Phase 1 Campus Town development improvements with the goal of breaking ground early winter of 2021. The level of effort and specialized skills necessary to prepare plans and specifications for the demolition and relocation activities exceeds the current resources of the Engineering Division. Staff solicited a proposal for demolition design and CEQA (California Environmental Quality Act) compliance support services from Harris & Associates (Consultant) for Phase 1 of the Campus Town development. The Consultant provided a proposal on XXXX in the amount of \$\$\$\$\$. They are currently on the City's pre-qualified on-call list for engineering services.

Staff has reviewed the Consultant proposal and determined the scope of services are appropriate. Harris & Associates has the necessary staff resources, qualifications and skills to successfully prepare demolition plans and specifications. In fact, the Consultant was selected by the Fort Ord Reuse Authority to perform design and construction management services for the demolition of several buildings located within the Campus Town project boundaries. It is anticipated that an additional scope of work will be necessary for design support and construction management services during actual demolition phase of the project and an amendment to the Agreement will be requested and brought to the City Council for consideration near the time demolition proposals are solicited.

ENVIRONMENTAL

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is a project as defined by the California Environmental Quality Act (CEQA). Specifically, the remediation and demolition activities for construction of the Campus Town Development is considered a "Project" under CEQA Statute 21065, because the Project is an activity, which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency and it is supported through assistance from one or more public agencies.

On March 5, 2020, the City Council adopted Resolution 20-09 certifying the

Environmental Impact Report for the Campus Town Specific Plan and adopted a Mitigation Monitoring and Reporting Program (MMRP). The City will implement appropriate mitigations as identified in the adopted Mitigation Monitoring and Reporting Program. The executed Resolution and MMRP can be found by clicking the following link. [Resolution 20-09 and MMRP](#)

FISCAL IMPACT

There will be no fiscal impact to the General Fund. With the sunset of the Fort Ord Reuse Authority in June of 2020, the City received a bond in the amount of \$6,555,000 for blight removal within the former Fort Ord. The contract for professional services will be funded from from those funds (Account No. 329-8110-1030).

The timing of the proposed work required the proposal to assume all biological mitigations described within the Campus Town EIR are present and must be monitored and mitigations implemented. The proposal represents a conservative estimate of the effort needed to accomplish the demolition of the buildings. The agreement is based on time and materials such that the City is only invoiced for actual work necessary. Therefore, this conservative approach justifies a smaller contingency of 5%. It is recommended to authorize the City Manager to execute amendments of 5% of the contract value such that the total contract value does not exceed \$278,560.

ATTACHMENTS

1. Draft Resolution
2. Agreement
3. Map

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, INC. IN THE AMOUNT OF \$265,295 FOR DESIGN SERVICES FOR THE DEMOLITION OF BUILDINGS AND RELATED IMPROVEMENTS IN THE FORMER FORT ORD

WHEREAS, On February 6, 2017 the City of Seaside and the Successor Agency entered into a purchase and sale agreement with KB Bakewell Seaside Venture LLC (Developer) for the sale of property (Property) in the former Fort Ord to facilitate the development of the Campus Town Project (Project); and

WHEREAS, on March 5, 2020, the City adopted resolution 20-09 certifying the Campus Town Specific Plan Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for the development of the Project; and

WHEREAS, On March 19, 2020, the City adopted Ordinance No. 1082 approving a development agreement with the Developer and such ordinance became effective on April 18, 2020; and

WHEREAS, the Property contains numerous buildings and other improvements that are known to contain hazardous materials including but not limited to lead paint and asbestos; and

WHEREAS, pursuant to the development agreement, the city is responsible to deliver the Property free of hazardous materials, suitable for development to residential standards and demolish buildings and other improvements; and

WHEREAS, the level of effort and specialized skills necessary to prepare plans and specifications for the demolition and relocation activities exceeds the current resources of the City's Engineering Division; and

WHEREAS, on May 17, 2018, the City approved Resolution 18-39 establishing an on-call list for engineering services for a period of 3 years with optional two one year extensions; and

WHEREAS, Harris & Associates (Consultant) is included on the on-call engineering services list; and

WHEREAS, Consultant has previously prepared demolition plans and construction management services under contract with the Fort Ord Reuse Authority for removal of buildings within the Property; and

WHEREAS, the Consultant submitted a proposal to provide demolition design and environmental mitigation support services; and

WHEREAS, staff have reviewed the proposal and determined the scope services and fees are reasonable; and

WHEREAS, a five percent (5%) contingency is appropriate for a project of this level of complexity and size; and

WHEREAS, the professional services agreement will be funded from the FORA Blight Removal Fund account 329-8110-1030 where there are sufficient funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Professional Services Agreement with Harris & Associates, Inc. attached hereto as Exhibit 'A' in the amount of Two-Hundred Sixty Five Thousand Two Hundred Ninety Five Dollars (\$265,295) and execute amendments up to 5% of the initial contract value such that the total value of the contract does not exceed Two Hundred Seventy Eight Thousand Five Hundred Sixty Dollars (\$278,560).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of March 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
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
CAMPUS TOWN PHASE 1 DEMOLITION DESIGN**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and the Harris & Associates, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 19, 2021 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

Consultant shall perform the tasks described and set forth in Exhibit A, 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 A.

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, 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 Two Hundred Sixty-Five Thousand Two Hundred Ninety-Five Dollars (\$265,295) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency 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 Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant 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 the Consultant fails to cure its default within such period of time, the Agency 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.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant 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. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom 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 for a 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 the Agency and may be used, reused, or otherwise disposed of by

the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant,

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 the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, 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.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants 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 thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

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

To Consultant: Harris & Associates
450 Lincoln Ave., Ste 103
Salinas, CA 93901
Att: Frank Lopez, Business Unit Leader

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Jason Caprio shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Jason Caprio may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Jason Caprio from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant 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 the municipal, superior, or federal district court with jurisdiction over the Agency.

20. 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.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: Harris & Associates

By: _____
Frank Lopez, Business Unit Leader

Date: _____

City of Seaside
A Municipal Corporation

Craig Malin, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Fee
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal



Harris & Associates

March 15, 2021

Ms. Nisha Patel
City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

CITY OF SEASIDE'S FORT ORD MILITARY RESERVATION PROPERTY DECONSTRUCTION AND DEMOLITION PROJECT

Dear Ms. Patel:

As discussed on February 24, and March 1, 2021, please accept this letter as our Proposal for the *"Fort Ord Military Reservation Property Deconstruction and Demolition Project"* ("the Project").

The following outlines our project understanding and proposed Scope of Services along with our associated fees. Assumptions and exclusions related to the Scope of Services are listed below for clarity.

PROJECT UNDERSTANDING

The City of Seaside ("the City") has entered into a "Purchase and Sale Agreement" with KB Bakewell Seaside Venture II, LLC ("KB-Bakewell") to sell the former Fort Ord Military Reservation consisting of the "26 Acre Parcels" and the "Surplus II" properties (collectively called "the Property") to KB-Bakewell. The City has also entered into a "Development Agreement" with KB-Bakewell that outlines the intended planned development called "Campus Town".

As part of the terms and conditions of the Purchase and Sale Agreement, the City is required to deconstruct, demolish, and remove all buildings, structures, and improvements ("the Project") on the subject Property. The City is also planning to remove select trees within the Property. The City has requested Harris & Associates ("Harris") submit a Proposal to provide professional engineering and environmental services to support the Project, including the tree removal work. Furthermore, Harris will produce Construction Contract Documents and support procurement of qualified Contractors to deliver the Property in a condition as defined by the Purchase and Sale Agreement, specifically deconstructing, demolishing, removing, and disposing of buildings, structures, select trees, and improvements.

The Project will consist of two (2) phases. Phase I of the Project consists of three (3) individual locations: (1) the Visitor Center (2,100 feet² building/structure) and adjacent parking lot (25,392 feet²), (2) a fast-food restaurant (3,500 feet² building/structure) and adjacent parking lot (56,735 feet²), and (3) the Chapel (6,900 feet² building/structure) and adjacent parking lot (33,359 feet²). Phase II will include an existing fire station, hammerhead structures (old barracks), and six (6) total parking lots. Please see **Attachment A**, which illustrates the locations and conceptual phases for the Project. **This Proposal is for Phase I only.**

As a pre-requisite to the deconstruction and demolition, the City is required to cause the Property to be free of hazardous material or be remediated to residential standards such that residential development may proceed without further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, and testing or monitoring. The City has retained a separate and different consultant (not Harris & Associates) to support and perform the work that will cause the Property to be free of hazardous material and/or properly remediated. Following the hazardous materials remediation and removal work, the deconstruction and demolition activities will be positioned and ready to commence in the field.

Exhibit A

The Harris environmental and planning team reviewed the Campus Town Environmental Impact Report (EIR), prepared by Rincon, to identify required mitigation measures for deconstruction and demolition of all nine (9) locations, based on a desktop review. The mitigation measures identified are listed in Table 1 below, with the full description included in the Mitigation Monitoring and Reporting Program (MMRP) in **Attachment B**.

The deconstruction and demolition work shall include removal and disposal of the subject structures in their entirety to include roof structures, exterior walls, interior walls, concrete slabs and foundations, windows, doors, plumbing, mechanical, communications, and electrical systems. The site work includes removal and disposal of asphalt concrete parking lots, concrete, retaining walls, steps, excavation and backfill/fill, disconnection, capping, removal, and disposal of water, wastewater, gas, and electrical utilities, and rough grading for mitigating safety concerns and facilitating drainage.

SCOPE OF SERVICES

Task 1.0 – Project Management

This task generally includes working with the City of Seaside, other stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e. coordination, correspondence, invoicing, etc), and other miscellaneous activities required to execute the Project, but are not clearly listed below.

Sub-task 1.1 Kick-Off Meeting

Harris will organize and lead the Project kick-off meeting with the City of Seaside and any other necessary project stakeholders. Harris staff and appropriate subconsultants will attend the meeting. We will issue Meeting Minutes with action items for review by meeting attendees.

Sub-task 1.2 Bi-Weekly Progress Meetings (8)

To keep the project moving forward and have open lines of communication, we will hold bi-weekly progress meetings. The meetings will be virtual (Microsoft Teams). For these meetings Harris will prepare agendas, coordinate meeting attendance, and issue meeting minutes to attendees.

Sub-task 1.3 Monthly Progress Reports (4)

Harris will prepare and issue Monthly Progress Reports to City of Seaside staff to keep project stakeholders up to date on project progress as well as review of project issues, invoicing, and schedule.

Sub-task 1.4 Utility Coordination

Harris will coordinate with City of Seaside to contact, via e-mail, and issue utility notifications to utility companies that have facilities within the Project vicinity making them aware of the upcoming deconstruction and demolition activities and request copies of their maps, plans, and/or sketches of their existing and/or proposed facilities within the Project vicinity. The known utility owners are AT&T, Comcast, Marina Coast Water District (MCWD), and Pacific Gas & Electric (PG&E). As the coordination process begins, other utility owners will be identified and coordinated with in the same manner as the initial four (4). We have received a multitude of information from the City of Seaside, but document review and coordination will continue and remain required.

In addition to the written utility notifications, Harris will contact the utility companies by telephone to ensure that written notifications were received and being acted upon. Copies of progress submittals will be transmitted to affected utility companies to notify them of the upcoming deconstruction and demolition activities, and construction schedule. Harris will be available for specific as-needed meetings with the subject stakeholders in an effort to properly coordinate the Work and support the Project. Harris will maintain a utility log tracking when and to whom notifications were sent and document the responses received. City of Seaside staff will be copied on utility correspondence. Each utility owner is different and may impose unique requirements as part of the Contractor's responsibilities. These unique requirements will be determined, refined, and incorporated into the Construction Contract Documents. In addition, the Contractor will demolish, remove,

Exhibit A

and dispose of utility services and laterals with the Project footprint, as well as those within public-right-of-way up to the main distribution or transmission facility.

Task 2.0 – Preliminary Investigations, Environmental Support, and Mitigation Measures

Sub-task 2.1 Data Gathering, Site Visits, and Field Review

Harris staff will gather available record information from the City of Seaside pertinent to the Project, including any relevant planning studies, Purchase and Sale Agreement, Development Agreement, Project reports, environmental documents, and other miscellaneous information.

Harris staff will conduct field investigations to confirm the utilities outside of each building and in the interior of every floor, and document the findings through photographs. The photographs will be used in the construction drawings to assist in describing building removal work to be done.

Sub-task 2.2 Review and Confirmation of Mitigation Measures

Harris will review the list of mitigation measures identified in Table 1 below and confirm those that apply to the deconstruction and demolition of Locations 1, 3, and 5 (as opposed to all 9 sites) based on a field visit and a review of the details in the MMRP.

Sub-task 2.3 Site Survey

Harris will use the existing aerial topographic site survey for the Project area, which will be provided by the City of Seaside. Harris will retain a subconsultant partner for supplemental field survey in order to “calibrate” the City-provided aerial topographic survey and establish certain elevations such that site improvements and rough grading can be defined with additional accuracy.

Sub-task 2.4 Base Mapping

Using the information gathered in Task 2.1 and aerial topographic survey provided in Task 2.2, including supplemental field survey. Harris staff will prepare the base mapping for Project. Base mapping information will include as-builts for existing water (i.e. MCWD), storm drain, and sewer mains. It will also include dry utilities such as AT&T, Comcast, and PG&E, and base utilities. Upon completion of the base mapping, Harris staff will conduct field reviews to confirm the base mapping.

Sub-task 2.5 Early Mitigation Measures Implementation Memorandum

Harris will identify measures that can be implemented early (on the front end) to avoid disruptions during the deconstruction and demolition work (e.g., nesting bird surveys and tree removal). Additionally, we will create a timeline in tabular format for implementing the mitigation measures, as well as any other measures identified to avoid disruptions during demolition. This will distinguish measures that can be implemented during preparation (i.e., a different contractor may be hired for tree removal in advance of the deconstruction and demolition contractor), and those that need to be implemented by the primary construction contractor. Following the Early Mitigation Measures Implementation Memorandum, and as necessary and authorized by the City, Harris may develop a separate Request for Bid (i.e. Construction Contract Documents), including City-provided “front-end” documents, technical specifications, and “exhibits” that outline the Work as a pre-requisite to the Work defined by the Deconstruction and Demolition Construction Contract Documents.

Sub-task 2.6 SWPPP

Harris will prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall conform the requirements of the Central Coast Regional Water Quality Control Board (Board).

Sub-task 2.7 Implementation of Mitigation Measures

This task includes mitigation measures to be implemented by the Harris Team, as identified in **Table 1** (with corresponding detail in **Attachment B**).

Exhibit A

Table 1. Campus Town EIR Mitigation Measures Applicable to Deconstruction and Demolition Activities

Mitigation Measure (Summary) <i>See MMRP (Attachment B) for complete mitigation measures</i>	Harris Team <i>Firm</i>
BIO-1(a). Floristic, seasonally-timed surveys for special status plants prior to any vegetation removal	Implement (must be done in April or mid-May at latest) <i>Ecosystems West</i>
BIO-1(b). Avoidance of or mitigation for impacts to occupied habitat if Federal or State listed species are found during survey, including project redesign (where feasible), orange protective fencing around sensitive species within 50 feet of disturbance limits, and the salvage or compensation (minimum 1:1) of individual plants where disturbance cannot be avoided	Implement/Monitor <i>Ecosystems West</i>
BIO-1(c). Mitigation of disturbed sensitive plants at off-site habitat preserve or purchase of credits from approved mitigation bank	Implement (Contingent on presence) <i>Ecosystems West</i>
BIO-1(d). Pre-construction clearance survey for special-status wildlife	Implement <i>EcoSystems West for coast horned lizard, legless lizard; and Harris for other species</i>
BIO-1(e). Minimization of ground disturbance, presence of biological monitor, provisions for capture/relocation of sensitive species, covering of excavations, inspection of trenches and pipes prior to moving or filling, night-sensitive lighting for construction work	Monitor <i>EcoSystems West for plants, butterfly, and legless lizard, if required; and Harris for other species</i>
BIO-1(f). Restriction of demolition and vegetation removal to non-breeding season (where feasible), and general pre-construction nesting bird surveys no more than 14 days prior to construction by qualified biologist during nesting season (Feb. 1 to Sept. 15). Surveys include disturbance area and at least 200-foot buffer	Implement/Monitor (Contingent on construction timing, required if prior to September 15) <i>Harris</i>
BIO-1(g). Preservation of oak trees within 25 feet of ground disturbances via temporary orange plastic fencing at least five feet high and at the extent of the dripline or root zone. No parking of equipment within fencing. Trimming of branches must be done prior to construction under the direction of certified arborist	Monitor <i>Harris</i>
BIO-1(h). Worker Environmental Awareness Program (WEAP) including identification of sensitive species and habitats and review of mitigation measures and the limits of construction	Implement <i>Harris</i>
CUL-2(a). WEAP including description of types of cultural material, regulatory issues, and proper protocol for treatment of materials	Implement <i>Albion</i>
CUL-2(b). Halting of work within 100 feet of unanticipated archaeological discovery, procedures for contacting local Native American group, consultation with tribal representatives, and treatment plan for discovered material	Implement (Contingent on Unanticipated Discoveries) <i>Albion</i>
GEO-5(h). Paleontological Worker Environmental Awareness Program. Prior to the start of construction, conduct training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff	Implement <i>Albion</i>
N-1. Use of mufflers, electrical power, strategic equipment staging, equipment idling and workers' radio policies, smart back-up alarms, temporary sound barriers, and the designation of a disturbance coordinator to mitigate noise	Monitor <i>Harris</i>
N-2. Prohibition on equipment generating high levels of vibration within 100 feet of Monterey College of Law and Monterey Peninsula College Public Safety Training Center (without consultation of these institutions) ²	Monitor <i>Harris</i>

Exhibit A

Task 3.0 – 60% Submittal

Sub-task 3.1 60% Design Drawings

Harris will produce 60% design drawings as one (1) single set and anticipates the sheet index as follows:

1. Title Sheet
2. Overall Project Map
3. Locations for Deconstruction and Demolition Plan (Locations No. 1, 3, and 5)
4. Tree Removal Plan (Exhibit for Pre-Requisite, Early Mitigation Measures)
5. Environmental Mitigation Measures Map (Exhibit for Pre-Requisite, Early Mitigation Measures)
6. Visitor Center and Parking Lot Demolition Plan
7. Visitor Center Structure/Building Elevations
8. Visitor Center Utility Demolition Plan
9. Visitor Center Miscellaneous Details
10. Visitor Center Post-Demolition Site Work and Rough Grading Plan
11. Fast-Food Restaurant and Parking Lot Demolition Plan
12. Fast-Food Restaurant Structure/Building Elevations
13. Fast-Food Restaurant Utility Demolition Plan
14. Fast-Food Restaurant Miscellaneous Details
15. Fast-Food Restaurant Post-Demolition Site Work and Rough Grading Plan
16. Chapel and Parking Lot Demolition Plan
17. Chapel Structure/Building Elevations
18. Chapel Utility Demolition Plan
19. Chapel Miscellaneous Details
20. Chapel Post-Demolition Site Work and Rough Grading Plan
21. Storm Water Pollution Prevention Plan (SWPPP) and Erosion Control BMPs

Harris will prepare the 60% design drawings in AutoCAD Civil 3D 2016. The horizontal scale will be 1"=40' or 1"=20' where appropriate for the information depicted. The full-size print size will be 24"x36".

Sub-task 3.2 60% Specifications

A complete technical specification package will be prepared and submitted for review and comment for the Project. The "front end" documents will be provided by the City of Seaside.

Sub-task 3.3 60% Engineer's Opinion of Probable Construction Cost

Harris will provide an engineer's opinion of probable construction cost based on the 60% design drawings and technical specifications for the Project.

Sub-task 3.4 Quality Control Review (60% Deliverables)

Harris will perform Quality Control (QC) reviews of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris QA/QC team on deliverables is required before final deliverables are issued to the City of Seaside.

Task 4.0 – 90% Submittal

For each task below, once comments have been addressed, a submittal will be made to the City of Seaside (one set of revised design drawings, technical specifications, and EOPCC). The City of Seaside must approve the prior submittal before work can commence on the next submittal.

Sub-task 4.1 90% Design Drawings

Harris staff will incorporate, address, and document the responses to the 60% review comments from the City of Seaside, in addition to design progress, to prepare the 90% design drawings.

Exhibit A

Sub-task 4.2 90% Specifications

Harris staff will incorporate, address, and document the responses to the 60% review comments from the City of Seaside, in addition to design progress, to prepare the 90% technical specifications.

Sub-task 4.3 90% Engineer's Opinion of Probable Construction Cost

An updated EOPCC will be provided based on the status of the project requirements and the development and refinement of the Construction Contract Documents.

Sub-task 4.4 Quality Control Review (90% Deliverables)

Harris will perform Quality Control (QC) reviews of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris QA/QC team on deliverables is required before final deliverables are issued to the City of Seaside.

Task 5.0 – Issued-for-Construction (IFC) Submittal

Sub-task 5.1 IFC Construction Drawings

Harris staff will incorporate, address, and document the responses to the 90% review comments from the City of Seaside, in addition to design progress, to prepare the issued-for-bid construction drawings.

Sub-task 5.2 IFC Technical Specifications

Harris staff will incorporate, address, and document the responses to the 90% review comments from the City of Seaside, in addition to design progress, to prepare the issued-for-bid construction technical specifications.

Sub-task 5.3 Final Engineer's Opinion of Probable Construction Cost (EOPCC)

An updated EOPCC will be provided based on the status of the project requirements and the development and refinement of the Construction Contract Documents.

Sub-task 5.4 Quality Control Review (IFC Deliverables)

Harris will perform Quality Control (QC) reviews of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris QA/QC team on deliverables is required before final deliverables are issued to the City of Seaside.

Task 6.0 – Bidding Support

The City of Seaside shall be responsible for posting the bid documents (Construction Contract Documents) on electronic bid sites, and forwarding to building exchanges and any contractors. The City of Seaside will control the bidding process by conducting a pre-bid meeting, collecting requests for information (RFIs), disseminating the RFI responses, and any addendums.

The City of Seaside will also conduct the bid opening. Harris will provide bid assistance by attending the pre-bid meeting and bid opening, provide construction support on an as-needed basis for RFI responses, and assist in evaluating the bids.

Sub-task 6.1 Pre-Bid Meeting and Bid Opening

The City of Seaside will conduct a pre-bid meeting and bid opening for the Project.

Exhibit A

Sub-task 6.2 Bid Phase Assistance

Harris will provide support during the bid period by responding to requests for information (RFIs). Our fee includes preparation of one (1) addendum for the Construction Contract Documents. Work performed under this task will be under Task 9.0.

Sub-task 6.3 Bid Tabulation and Evaluation

Harris will assist with the bid evaluation for each project. Conformance to the bid documents will be checked, including but not limited to, verifying references, ensuring all forms have been properly executed, and bid schedule properly completed. Harris will notify CITY OF SEASIDE if there are irregularities and recommendations for bid award.

Task 7.0 – Support During Construction

Sub-task 7.1 Contractor Mitigation Monitoring

This task includes monitoring the mitigation measures being implemented by the Contractor during deconstruction and demolition, as identified in **Table 1** with corresponding detail in **Attachment B** (see Task 2.7 for monitoring activities). Design/engineering support during construction services is not included.

Assumptions and Exclusions

The following are assumptions made for this Proposal:

- 1) As a pre-requisite to the deconstruction and demolition, the City has caused the Property to be free of hazardous material or be remediated to residential standards such that residential development may proceed without further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, and testing or monitoring.
- 2) The tree removal activities will be completed before the deconstruction and demolition activities.
- 3) The deconstruction and demolition activities will be completed within 90 consecutive calendar days.
- 4) Implementation and monitoring of mitigations conservatively assume all species identified are present and require surveys and monitors will be required every day during construction.
- 5) City of Seaside will produce and complete in-house front-end documents to supplement the construction drawings and technical specifications for both the tree removal Work and the Deconstruction and Demolition Work, which collectively represent the Construction Contract Documents.
- 6) If nesting burrowing owls or Smith's blue butterfly are present, additional specialists would be solicited as needed, but the appropriate hours have been included in the Fee.
- 7) Fee includes general construction monitoring, noise and vibration monitoring, bats, birds, and burrowing owls if needed, weekly check-ins with the Contractor and monitors, and oversight responsibilities.
- 8) EcoSystems West staff hours include mitigation implementation and monitoring for plants, butterflies, and lizards.

The following are exclusions made for this Proposal, but are not intended to represent an exhaustive list:

- 1) The Work does not include services of any kind related to "Hazardous Material", which is hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes regulated by the United States, or any state or local government authority having jurisdiction over the Property.
- 2) Topographic Survey (other than supplemental field survey as defined in Sub-task 2.3 above);
- 3) Utility Locating, Physical Pothing, and/or Subsurface Detection;
- 4) Sampling, Testing, and Reporting;
- 5) Scheduling;
- 6) License(s) and Permit(s);
- 7) Permanent Best Management Practices (BMPs) and Permanent Stormwater Management;
- 8) Engineering Support During Construction;
- 9) Construction Management and Administration;
- 10) Inspection;
- 11) Any and all changes in the Scope of Services not part of this Proposal;
- 12) Additional and/or optional support services, unless specifically requested and agreed upon in written Amendment;

PROJECT SCHEDULE

The Project is expected to be complete by December 31, 2021. Here are a few other target milestone dates based on our understanding:

1. Project Starts March 18, 2021
2. Construction Contract Documents Delivered By End of June 2021
3. Advertisement and Solicitation Starts June 30, 2021
4. City of Seaside Opens Public Bids Late July / Early August 2021
5. City of Seaside Awards Project in August 2021
6. Contractor Begins Deconstruction and Demolition Work in September 2021
7. Construction Activities Last Approximately Three (3) Months.

PROPOSED FEES

The proposed fees for the Scope of Services are shown below and will be provided on a Time and Materials (T&M) basis, not to exceed the budgeted amount.

Task 1 – Project Management: \$19,480

Task 2 – Preliminary Investigations, Environmental Support, and Mitigation Measures: \$105,190

Task 3 – 60% Submittal: \$40,630

Task 4 – 90% Submittal: \$30,630

Task 5 – IFC Submittal: \$14,290

Task 6 – Bid Assistance: \$21,400

Task 7 – Construction: \$33,675

TOTAL PROPOSED FEE: \$265,295

Sincerely,

Harris & Associates, Inc.



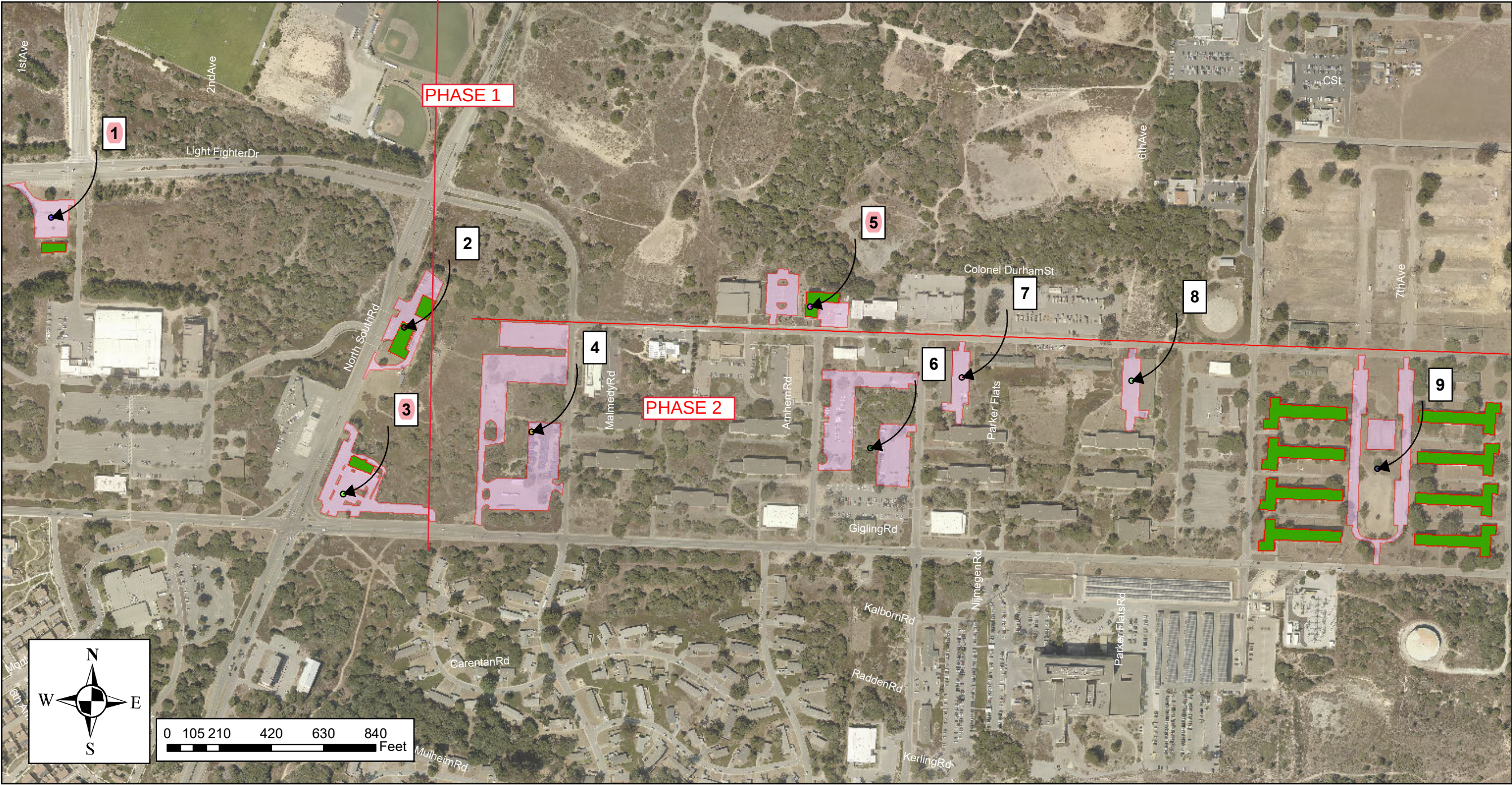
Frank S. Lopez, PE, QSD

Business Unit Leader, Engineering

(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

Note: The current scope of work is only for the demolition of Sites 1, 3 and 5 (the numbers are circled with pink).

Attachment A



- 1 - Visitor Center and Parking Lot**
 - BLDG (2,100 Sq.Ft.)
 - Parking Lot (25,392 Sq.Ft.)
- 2 - Fire Station and Parking/Driveway**
 - BLDG (7,400 Sq.Ft.)
 - Parking Lot (31,534 Sq.Ft.)
- 3 - Fast Food Restaurant and Parking Lot**
 - BLDG (3,500 Sq.Ft.)
 - Parking Lot (56,735 Sq.Ft.)

- 4 - Parking Lot A**
 - Parking Lot (160,546 Sq.Ft.)
- 5 - Chapel and Parking Lot**
 - BLDG (6,900 Sq.Ft.)
 - Parking Lot (33,359 Sq.Ft.)
- 6 - Parking Lot B**
 - Parking Lot (94,051 Sq.Ft.)

- 7 - Parking Lot C**
 - Parking Lot (19,308 Sq.Ft.)
- 8 - Parking Lot D**
 - Parking Lot (20,694 Sq.Ft.)
- 9 - Hammer Heads (Old Barracks) Parking Lot/Hardscape**
 - BLDGS(x8) (3 Floors EA) (336,000 Sq.Ft.)
 - Parking Lot/Hardscape (83,011 Sq.Ft.)

Parking Lot

Building



PLOT DATE: October 11, 2019
FILE PATH: W: \Jobs 13\132018\Drawings\Prelim\Applications\VTM (September, 2019)_TREE ID EOH ALL.dwg



VESTING TENTATIVE MAP
EXISTING TREES (WEST)
CAMPUS TOWN
SEASIDE, CALIFORNIA
© 2011 SEASIDE VENTURES, LLC

DATE	SHEET REVISIONS	SCALE AS SHOWN	DATE
			OCTOBER 2019
			4738 51304177.04

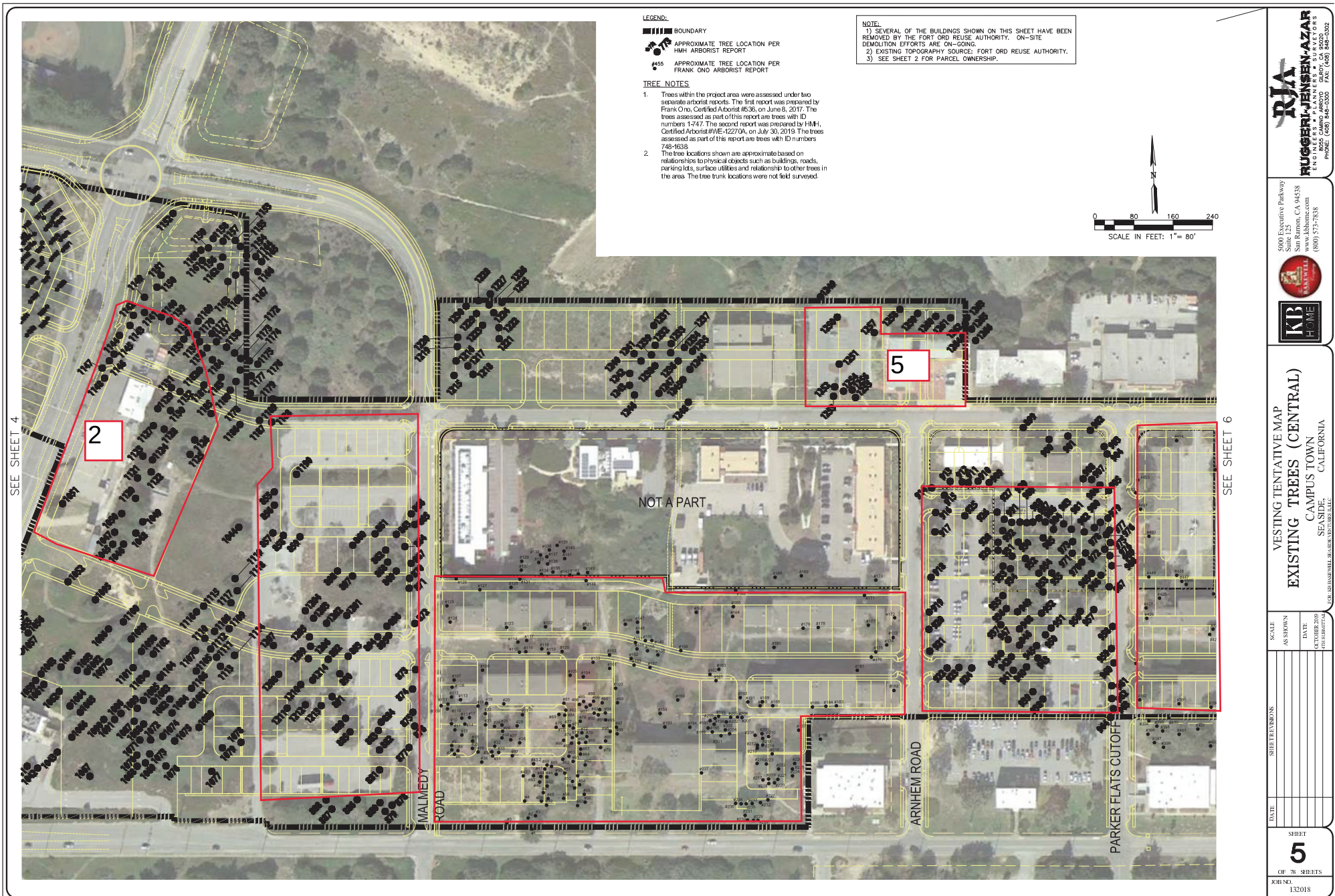
SHEET
4
OF 78 SHEETS
JOB NO. 132018

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PHONE: (408) 848-0300 FAX: (408) 848-0302

Exhibit A



Attachment B

Campus Town EIR Mitigation Monitoring and Reporting Program

Excerpt from the City of Seaside

RESOLUTION NO. 2020-XX
A RESOLUTION OF THE CITY COUNCIL CERTIFYING THE
ENVIRONMENTAL IMPACT REPORT FOR THE CAMPUS TOWN
SPECIFIC
PLAN PROJECT, MAKING CALIFORNIA ENVIRONMENTAL
QUALITY ACT
FINDINGS, AND ADOPTING A MITIGATION MONITORING AND
REPORTING PROGRAM

EXHIBIT B
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Monitoring and Reporting Program

CEQA requires that a mitigation monitoring or reporting program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Section Code 21081.6; CEQA Guidelines Section 15097). This mitigation monitoring and reporting program is intended to track and ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required, the monitoring that must occur, the monitoring frequency, and the agency or department responsible for oversight.

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Biological Resources							
BIO-1(a) Special-Status Plant Pre-Construction Survey							
Surveys for special status plants shall be completed by the project proponent prior to any vegetation removal, grubbing, or other construction activity (including staging and mobilization). The surveys shall be floristic in nature, that is, every plant observed shall be identified to species subspecies, or variety, sufficient to identify listed plants. The surveys shall be seasonally timed to coincide with the target Federal and State listed species and rare plants identified above. All plant surveys shall be conducted by a City-approved biologist during the appropriate blooming period during the year prior to initial ground disturbance. All special status plant species identified on site shall be mapped onto a site-specific aerial photograph or topographic map with the use of Global Positioning System (GPS) unit. Surveys shall be conducted in accordance with the most current protocols established by the CDFW, USFWS, and the local jurisdictions if said protocols exist. A report of the survey results shall be submitted to the implementing agency, and the CDFW and/or USFWS, as appropriate, for review.	For each grading phase, retain a City-approved biologist to conduct special status plant surveys prior to vegetation removal, grubbing, or other construction within that phase. Submit a report of the survey results to the implementing agency, CDFW, and/or USFWS, as appropriate, for review.	During the blooming period within one year of initial ground disturbance for each grading phase	Once	City of Seaside Planning Department			
BIO-1(b) Special-Status Plant Species Avoidance, Minimization, and Mitigation							
If Federal and/or State listed species are found during special status plant pre-construction surveys [required under Mitigation Measure BIO-1(a)], avoidance of, or mitigation for impacts to,	For each grading or construction phase, retain a City-approved biologist to establish avoidance or	Prior to construction for each grading and	Once	City of Seaside Planning			

Exhibit A

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
occupied habitat shall be required. If populations of CRPR List 1B or 2 species are found during special status plant pre-construction surveys, the City-approved biologist shall evaluate whether the loss of occupied areas would result in a regional population level impact. Mitigation for regional population level impacts to rare plants shall be required by the City and Mitigation Measure BIO-1(c) would be required. If feasible, the Proposed Project shall be re-designed to avoid development in locations of Federal and/or State listed or CRPR List 1B or 2 species. Federal and/or State listed or CRPR List 1B or 2 species occurrences that are not within the immediate disturbance footprint and would be avoided, but which are located within 50 feet of disturbance limits, shall have bright orange protective fencing installed at an appropriate distance (as determined by a qualified biologist) to ensure they are protected during construction activities. If development cannot avoid Federally or State listed plants species, then USFWS and CDFW, as appropriate, shall be consulted regarding the potential for salvage of individual plants or seek compensation (minimum compensation ratio of 1:1 at a similar density if individuals) for the loss of these individuals or their habitat either in an on-site or off-site preserve or as otherwise determined in coordinate with USFWS and CDFW through the Coordinated Research Management Planning Program and in compliance with FESA and CESA as required. The City shall consult with USFWS and CDFW for	mitigation of impacts to occupied habitat within that phase.	construction phase		Department			
	Require final project plans to be re-designed to avoid special status plant species, if feasible.	During substantial conformance review for each construction phase					
	Require protective fencing be placed around special status plants within 50 feet of disturbance limits.	During construction, for each construction phase					
	Consult with USFWS and CDFW regarding salvage of plants or to seek compensation for the loss of individual plants.	Prior to construction for each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
the potential to salvage or “take” listed species and to determine if take authorization would be required by one or both agencies. Impacts to Federal and/or State listed or CRPR List 1B or 2 species would require adherence to Mitigation Measure BIO-1(c).							
BIO-1(c) Restoration and Monitoring							
If development cannot avoid Federal or State listed plant species, all impacts shall be mitigated by the project applicant at a ratio to be determined by the City in coordination with CDFW and USFWS (as applicable) for each species. Mitigation ratios shall be a minimum of 1:1 for areas occupied by the species, but may be higher pending consultation with CDFW and/or USFWS. Restoration areas shall be of a similar density of individuals as areas impacted Project activities. A restoration plan shall be prepared by the project applicant and submitted to the City for review and approval. If development cannot avoid a Federally and/or State listed plant species, the restoration plan shall be submitted to the USFWS and/or CDFW for review and approval. Population level impacts to CRPR List 1B or 2 species shall also be mitigated at a 1:1 ratio for occupied areas, and shall also require a restoration plan in coordination with the City. Mitigation shall be accomplished at an off-site habitat preserve or through the purchase of credits from an approved mitigation bank. The restoration plan(s) shall include, at a minimum, the	In coordination with CDFW and USFWS, determine a mitigation ratio for impacted plant species.	Prior to construction, if applicable	Once	City of Seaside Planning Department			
	Review the applicant-prepared restoration plan and oversee submittal of the plan to USFWS and/or CDFW.	During substantial conformance review and approval					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
following components:							
	▪ Description of the project/affected species location (s) (i.e., location, responsible parties, areas to be impacted by habitat type) ▪ Compensatory mitigation [type(s) and area(s) species to be established, restored, enhanced, and/or preserved; specific functions and values of species type(s) to be established, restored, enhanced, and/or preserved; and establishment of mitigation ratios appropriate to the affected species in consultation with the USFWS and CDFW, as appropriate] ▪ Description of the proposed compensatory mitigation site (location and size, ownership status, existing functions and values) ▪ Implementation plan for the compensatory mitigation site (rationale for expecting implementation success, responsible parties, schedule, site preparation, planting plan) ▪ Maintenance activities during the monitoring period, including weed removal as appropriate (activities, responsible parties, schedule) ▪ Monitoring plan for the compensatory mitigation site, including no less than quarterly monitoring for the first year (performance standards, target functions and values, target acreages to be established, restored, enhanced, and/or preserved, annual monitoring reports) ▪ Success criteria based on the goals and						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
measurable objectives; said criteria to be, at a minimum, at least 80 percent survival of container plants and 30 percent relative cover by vegetation type ▪ An adaptive management program and remedial measures to address any shortcomings in meeting success criteria ▪ Notification of completion of compensatory mitigation and agency confirmation ▪ Contingency measures (initiating procedures, alternative locations for contingency compensatory mitigation, funding mechanism)							
BIO-1(d) Special-Status Wildlife Pre-Construction Surveys							
<i>General Wildlife Surveys</i> For each construction phase in areas containing oak woodland or developed woodlands, pre-construction clearance surveys for Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, and American badger shall be conducted within 14 days prior to the start of construction (including staging and mobilization). The surveys shall cover the entire disturbance footprint plus a minimum 200-foot buffer, where permissible, and shall identify all special status animal species that may occur on-site. California legless lizard, coast horned lizard, Monterey dusky-footed woodrats and wood rat middens shall be relocated from the site by a qualified biologist. American badger shall be passively excluded with the use of one-	For each construction phase in areas containing oak woodland or developed woodlands, retain a qualified biologist to conduct pre-construction surveys for Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, and American badger; and relocate California legless lizard, coast horned lizard, Monterey dusky-footed woodrats and wood rat middens. Require passive exclusion of American badger, if	Within 14 days prior to the start of construction of each construction phase in areas containing oak woodland or developed woodlands During construction of each construction	Once for each construction phase	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
way doors.	applicable.	phase					
<i>Burrowing Owl Surveys</i>							
A qualified biologist shall conduct pre-construction clearance surveys for each construction phase prior to ground disturbance activities within all suitable habitats such as open fields, lawns, and park strips, to confirm the presence/absence of burrowing owls. The surveys shall be consistent with the recommended survey methodology provided by CDFW (2012). Clearance surveys shall be conducted within 14 days prior to construction and ground disturbance activities. If no burrowing owls are observed, no further actions are required. If burrowing owls are detected during the pre-construction clearance surveys, the following measures shall apply:	For each construction phase containing suitable habitat for burrowing owl, retain a qualified biologist to conduct pre-construction surveys for burrowing owl habitat.	Within 14 days prior to the start of ground disturbance in each construction phase					
	Conduct clearance surveys	During construction of each construction phase					
- Avoidance buffers during the breeding and non-breeding season shall be implemented in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993) minimization mitigation measures. - If avoidance of burrowing owls is not feasible, then additional measures such as passive relocation during the nonbreeding season and construction buffers of 200 feet during the breeding season shall be implemented, in consultation with CDFW. In addition, a Burrowing Owl Exclusion Plan and Mitigation and Monitoring Plan will be	For each construction phase in undeveloped areas, require avoidance buffers and passive relocation, if applicable.	Within 30 days of construction of each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
developed by a qualified biologist in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993).							
<i>Smith's Blue Butterfly Host Plant Surveys</i>							
Prior to grading and construction in undeveloped areas, an approved biologist shall conduct surveys for seaciff buckwheat (<i>Eriogonum parvifolium</i>) and seaside buckwheat (<i>Eriogonum latifolium</i>), host plants of Smith's blue butterfly. If Smith's blue butterfly host plants are not located, no further action is required. If host plants are located within proposed disturbance areas, they shall be avoided if feasible. If avoidance is not feasible, focused surveys shall be conducted to determine presence or absence of the butterfly species. This may include transect surveys during the adult flight period (mid-June through early September), and/or inspection of host plants for all life forms (egg, larva, pupa, and adult). If individuals of any life stage that may be impacted by the Proposed Project are detected during focused surveys, a permit for relocation shall be obtained from USFWS, and they shall be relocated by a USFWS permitted biologist.	For each construction phase in undeveloped areas, retain a qualified biologist to conduct pre-construction surveys for seaciff buckwheat and seaside buckwheat. Require avoidance of seaciff buckwheat and seaside buckwheat or additional focused surveys for Smith's blue butterfly individuals, if applicable. Retain a USFWS-approved biologist and obtain a USFWS permit for relocation of Smith's blue butterfly.	Prior to construction of each construction phase During construction of each construction phase Prior to construction					
<i>Sensitive Bat Surveys</i>							
A qualified biologist shall conduct surveys for presence/absence of special status bats, in particular the Townsend's big-eared bat, in	For each construction phase including suitable roosting	Within 30 days of construction of each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
consultation with the CDFW where suitable roosting habitat is present within 30 days of the start of demolition of unused buildings. Surveys shall be conducted using acoustic detectors. If active roosts are located and are not part of an active maternity colony, exclusion devices such as netting shall be installed to discourage bats from occupying the site. Maternal bat colonies shall not be disturbed. If a roost is determined by a City-approved biologist to be used by a large number of bats, bat boxes shall be installed near the site. The number of bat boxes installed will depend on the size of the hibernaculum and shall be determined in consultations with a City-approved qualified biologist. If a maternity colony has become established, all construction activities shall be postponed within a 500-foot buffer around the maternity colony until it is determined by a City-approved biologist that the young have dispersed. Once it has been determined that the roost is clear of bats, the roost shall be removed immediately.	habitat for the Townsend's big-eared bat, retain a qualified biologist to conduct pre-construction surveys for Townsend's big-eared bat.	Prior to construction of each construction phase					
	Install exclusion devices, if applicable.						
	Install bat boxes, if applicable.						
<i>Reporting</i> A report of all pre-construction and pre-demolition survey results shall be submitted to the City for its review prior to the start of demolition. The report should include a description of the survey methodology for each species, the environmental conditions at the time of the survey(s), the results of the survey, any requirements for addressing special status	Establish 500-ft buffer from established maternity colony, if applicable.	Prior to construction of each construction phase					
	Require and review pre-construction and pre-demolition survey reports						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
species identified during surveys, and the biological qualifications of the surveyors. The report shall be accompanied by maps and figures showing the location of any special status species occurrences and associated avoidance buffers.							
BIO-1(e) Biological Resources Avoidance and Minimization							
The following measures shall be applied to avoid impact to sensitive species and biological resources for each construction phase. The project applicant shall be responsible for implementing selected measures. - Ground disturbance shall be limited to the minimum necessary to complete the project. The project limits of disturbance for each construction phase shall be flagged. Areas of special biological concern within or adjacent to the limits of disturbance shall have highly visible orange construction fencing installed between said area and the limits of disturbance. - All construction occurring within or adjacent to natural habitats that may support Federally and/or State listed endangered/threatened species, State fully protected species, and/or special status species shall have a qualified biological monitor present during all initial ground disturbing/vegetation clearing activities. - No endangered/threatened species shall be captured and relocated without express permission from the CDFW and/or USFWS.	For each construction phase, require the following standard conditions of approval on substantial conformance review approval: limiting ground disturbance to the minimum necessary marked by orange construction fencing, retaining a qualified biological monitor, obtaining permission from CDFW and USFWS for species relocation, cessation of construction activities if a species enters the construction site and consultation with CDFW and USFWS, preventing wildlife entrapment, inspecting construction materials for animals prior to installation, directing construction lighting only on the work area, and presences of a City-approved qualified biologist during	During substantial conformance review and approval	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
- If at any time during construction an endangered, threatened or fully protected species enters the construction site or otherwise may be impacted, all construction activities shall cease. A qualified biologist shall document the occurrence and consult with the CDFW and USFWS, as appropriate, to determine whether it was safe for project activities to resume. - At the end of each workday, excavations shall be secured with cover or a ramp provided to prevent wildlife entrapment. - All trenches, pipes, culverts or similar structures shall be inspected for animals prior to burying, capping, moving, or filling. - If night work is required, all construction lighting shall be pointed down and directed only on the work area. - The City shall approve one or more qualified biologists to oversee and monitor biological compliance for the project. At least one qualified biologist shall be present during all initial ground disturbing activities, including vegetation removal to recover special status animal species unearthed by construction activities.	initial ground disturbance.						
BIO-1(f) Pre-Construction Nesting Bird Surveys							
For each construction phase, ground disturbance, building demolition, and vegetation removal activities should be restricted to the non-breeding season (September 16 to January 31) when feasible. For disturbance, building	For each construction phase, retain a qualified biologist to conduct general pre-construction nesting bird surveys, establish an	Within 14 days prior to construction for each construction	Once for each construction phase	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
demolition, and vegetation removal activities occurring during the nesting season (February 1 to September 15), general pre-construction nesting bird surveys shall be conducted by a qualified biologist, including for, but not limited to, the California horned lark and the White-tailed kite, not more than 14 days prior to construction activities involving ground clearing, vegetation removal/trimming, or building demolition. The surveys shall include the disturbance area plus a 200-foot buffer around the site if feasible, and a 500-foot buffer for White-tailed kite. If active nests are located, an appropriate avoidance buffer shall be established within which no work activity will be allowed which would impact these nests. The avoidance buffer would be established by the qualified biologist on a case-by-case basis based on the species and site conditions. In no cases will the buffer be smaller than 50 feet for non-raptor bird species, 200 feet for raptor species, or a 500-foot buffer for White-tailed kite. Larger buffers may be required depending upon the status of the nest and the construction activities occurring in the vicinity of the nest. If fully protected White-tailed kites are documented nesting within 500 feet of construction activities, CDFW shall be consulted on appropriate avoidance and minimization methods. The buffer area(s) shall be closed to all construction personnel and equipment until juveniles have fledged and the nest is inactive. City-approved Biologist shall confirm that breeding/nesting is completed and young have fledged the nest	avoidance buffer, consult with CDFW for avoidance and minimization of impacts to White-tailed kites, and confirm when the breeding season is completed.	phase; during construction for each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
prior to removal of the buffer.							
BIO-1(g) Tree Habitat Protection Measures							
The project proponent shall assure that oak trees to be preserved within 25 feet of proposed ground disturbances shall be temporarily fenced with orange plastic construction fencing or other similar material satisfactory to the City throughout all grading and construction activities, as access is permitted to ensure nesting bird and special status species habitat is protected. The fencing shall be at least five feet high and shall be located at the extent of the dripline or root zone, whichever is farther from the main trunk. Fencing shall be maintained for the duration of construction activities. - No construction equipment shall be parked, stored, or operated within the fencing. No fill soil, rocks, or construction materials shall be stored or placed within the fencing. - Any roots encountered that are one inch in diameter or greater shall be cleanly cut. This shall be done under the direction of a Certified Arborist. - All work within the dripline of native trees shall be done under the direction of a Certified Arborist. - Trimming of branches shall be done prior to grading and under the direction of a Certified Arborist.	Require the following standard conditions of approval on substantial conformance review approval for each construction phase including oak trees to be preserved: preserve oak trees to be preserved within 25 feet of ground disturbance with temporary fencing and retain a Certified Arborist to oversee root cutting, work within the dripline of native trees, and branch trimming.	During substantial conformance review and approval for each construction phase	Once	City of Seaside Planning Department			
BIO-1(h) Worker Environmental Awareness Program (WEAP)							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Prior to initiation of construction activities (including staging and mobilization) for each construction phase, the project proponent shall arrange for all personnel associated with project construction for the applicable phase to attend WEAP training, conducted by a City-approved biologist, to aid workers in recognizing special status resources that may occur in the construction area. The specifics of this program shall include identification of the sensitive species and habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employers, and other personnel involved with construction. All employees shall sign a form provided by the trainer indicating they have attended the WEAP and understand the information presented to them. The form shall be submitted to the City to document compliance.	For each construction phase, retain a City-approved biologist to conduct WEAP training on recognizing special status species, provide a fact sheet, and collect employee signatures certifying completion of the WEAP training for submittal to the City.	Prior to construction of each construction phase	Once	City of Seaside Planning Department			
Cultural Resources							
CUL-2(a) Worker's Environmental Awareness Program							
A qualified archaeologist shall be retained who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology to conduct a Worker's Environmental Awareness Program (WEAP)	For each construction phase, retain a qualified archaeologist to conduct a WEAP training for archaeological sensitivity for	Prior to construction of each construction	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
training for archaeological sensitivity for all construction personnel involved in ground disturbance prior to the commencement of any ground disturbing activities. Archaeological sensitivity training shall include a description of the types of cultural material that may be encountered, cultural sensitivity issues, regulatory issues, and the proper protocol for treatment of the materials in the event of a find.	all construction personnel involved in ground disturbance.	phase					
CUL-2(b) Unanticipated Discoveries							
The project applicant shall implement the following measures for any development in the Plan Area and off-site improvement areas: If archaeological resources are encountered during ground-disturbing activities, work within 100 feet of the find shall be halted and an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find. If the resource is of Native American origin, the City shall contact a local Native American group listed by the NAHC for the name of a tribal representative qualified for consultation on potential finds of tribal cultural resources. The qualified archaeologist and City will consult with the designated tribal representative to evaluate whether the find may qualify as a tribal cultural resource. If the tribal representative does not respond to a consultation request within seven days, the archaeologist shall independently evaluate the find and make a recommendation to the City as	Require ground-disturbance for each construction phase be halted if archaeological resources are encountered within that construction phase. If archaeological resources are encountered, retain a qualified archaeologist to evaluate the find. If archaeological resources of Native American origin are encountered, consult with the local Native American group regarding potential tribal resources. If significant archaeological resources or tribal cultural resources are encountered,	During construction of each construction phase During construction of each construction phase During construction of each construction phase During	As needed	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
to whether it is a tribal cultural resource. If the resource is determined to be a significant archaeological and/or tribal cultural resource, the archaeologist shall prepare a treatment plan, in consultation with the tribal representative (if applicable), that includes measures to avoid or reduce impacts to the resource. The treatment plan measures may include but not be limited to avoidance and preservation in place (the preferred method if feasible), capping, incorporation of the site within a park or other open space, data or heritage recovery, treatment of the resource with culturally appropriate dignity, protection of the cultural character, integrity, traditional use, and/or confidentiality of the resource, or permanent conservation easements.	retain a qualified archaeologist to prepare a treatment plan to avoid or reduce impacts to the resource.	construction of each construction phase					
Geology and Soils							
GEO-5 Paleontological Resource Studies							
The City shall require the Proposed Project proponent to implement the following measures for any construction phase in previously undisturbed geologic strata with high paleontological sensitivity in the Plan Area and off-site improvement areas: g. Retain a Qualified Paleontologist. Prior to initial ground disturbance for each construction phase, the applicant shall retain a qualified professional paleontologist to prepare and implement a Paleontological Mitigation and Monitoring Program (PMMP) for the Proposed Project. The PMMP shall	For any construction phase in previously undisturbed geologic strata with high paleontological sensitivity in the Plan Area and off-site improvement areas, require as a condition of approval to substantial conformance approval that a project proponent retain a qualified professional paleontologist to prepare and implement a PMMP, conduct WEAP	During substantial conformance review	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
include measures requiring a pre-construction survey, a training program for construction personnel, paleontological monitoring, fossil salvage, curation, and final reporting. A qualified professional paleontologist is defined by the Society of Vertebrate Paleontology standards as an individual preferably with an M.S. or Ph.D. in paleontology or geology who is experienced with paleontological procedures and techniques, who is knowledgeable in the geology of California, and who has worked as a paleontological mitigation project supervisor for a least two years (SVP 2010). h. Paleontological Worker Environmental Awareness Program (WEAP). Prior to the start of construction, the Qualified Paleontologist or his or her designee shall conduct training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff. The WEAP shall be fulfilled at the time of a pre-construction meeting that a Qualified Paleontologist shall attend. i. Paleontological Monitoring. Paleontological monitoring shall be conducted during ground disturbing construction activities (including grading, trenching, foundation work, and other excavations) for each construction phase in previously undisturbed sediments with high paleontological sensitivities (i.e., the older stabilized dune sand that underlies the entire	training for paleontological sensitivity, and act as a monitor during ground disturbing activities in that construction phase, evaluate discovered paleontological resources, prepare and curate fossils for inclusion in a permanent paleontological collection, and prepare a final mitigation and monitoring report.						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
an annual and permanent basis, the offsets shall be purchased according to the City of Seaside's preference, which is, in order of City preference: (1) within the City of Seaside; (2) within the Monterey Bay Air Resources District; (3) within the State of California; then (4) elsewhere in the United States. Offsets must be purchased from an Approved Registry.							
Noise							
N-1 Construction-Related Noise Reduction Measures							
The applicant shall apply the following measures during construction of the Proposed Project. ▪ Mufflers. Construction equipment shall be properly maintained and all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds, as applicable, shall be in good condition and appropriate for the equipment. During construction, all equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers, consistent with manufacturers' standards. ▪ Electrical Power. Electrical power, rather than diesel equipment, shall be used to run compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities. ▪ Equipment Staging. All stationary equipment shall be staged as far away from the adjacent sensitive receptors as feasible. ▪ Equipment Idling. Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use.	Require the following standard conditions of approval on substantial conformance review during project construction for each construction phase: use properly operating and maintained mufflers, use electrical power to run compressors and similar equipment, stage equipment as far from sensitive receptors as feasible, limit equipment idling to less than five minutes, control radio noise levels, use smart back-up alarms, designate a disturbance coordinator, and install temporary sound barriers.	During substantial conformance review and approval for each construction phase	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
▪ Workers’ Radios. All noise from workers’ radios shall be controlled to a point that they are not audible at sensitive receptors near construction activity. ▪ Smart Back-up Alarms. Mobile construction equipment shall have smart back-up alarms that automatically adjust the sound level of the alarm in response to ambient noise levels. Alternatively, back-up alarms shall be disabled and replaced with human spotters to ensure safety when mobile construction equipment is moving in the reverse direction. ▪ Disturbance Coordinator. The applicant shall designate a disturbance coordinator who shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site. ▪ Temporary Sound Barriers. For construction activities located directly adjacent to sensitive receptors, temporary sound barriers shall be installed and maintained by the construction contractor between the construction site and adjacent residences during the demolition, site preparation, and grading phases of construction. Temporary sound barriers shall consist of either sound blankets or other sound barriers/techniques such as acoustic padding or acoustic walls placed near adjacent residential buildings that have been field-tested to reduce noise by least 15 dBA. Barriers shall be placed							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
such that the line-of-sight between noise-generating construction equipment and adjacent sensitive land uses is blocked, and shall be placed as close to the source equipment as feasible.							
N-2 Vibration Reduction Measures							
The on-site operation of caisson drills, large bulldozers, loaded trucks, and other equipment that typically generates vibration levels exceeding 75 VdB at a distance of 50 feet from the source ("vibrational construction work") shall be prohibited during construction activities within 100 feet of the structures where academic/training classes are occurring at Monterey College of Law and the Monterey Peninsula College Public Safety Training Center, while these institutions have scheduled academic/training classes. The applicant shall consult with these institutions to obtain input on the best time of year for the project's vibrational construction work to occur within 100 feet of their structures and copies of their academic calendars if available. If certain times of year meet these criteria for one institution, but not the other, vibrational construction work can occur within 100 feet of the non-operational institution, so long as vibrational construction work does not occur within 100 feet of the other institution's academic/training structures.	Prohibit "vibrational construction work" within 100 feet of structures at the Monterey College of Law or Monterey Peninsula College Public Safety Training Centers at which academic/training classes may occur, at any time when any academic/training classes in such structures actually are occurring, as a condition of approval to substantial conformance review for projects within 100 feet of such structures.	During substantial conformance review and approval	Once	City of Seaside Planning Department			
Utilities and Service Systems							
UTIL-1 Water Offset Programs							

Exhibit B

FEE PROPOSAL FOR ENGINEERING AND ENVIRONMENTAL SUPPORT SERVICES

Task/Subtask	Subconsultants										Subtotals
	Project Directors, QC Lead	Senior Project Manager	Project Engineer	Natural Resources Planner	Design Engineer	Technical Support	Ecosystems West (Biological) LS	Albion (Archeological) LS	Professional Surveyor Subconsultant LS	Harris Markup 10%	
Task 1.0 Project Management	\$275	\$225	\$160	\$185	\$135	\$120					
1.1 Kick-Off Meeting	4	4	4	4						\$0	\$3,380
1.2 Bi-Weekly Progress Meetings (8)		16	16	16		16				\$0	\$11,040
1.3 Monthly Progress Reports (4)		8								\$0	\$1,800
1.4 Utility Coordination		4	8		8					\$0	\$3,260
Subtotal Hours =	4	32	28	20	8	16				\$0	\$19,480
Subtotal (\$) =	\$1,100	\$7,200	\$4,480	\$3,700	\$1,080	\$1,920	\$0	\$0	\$0	\$0	\$19,480
Task 2.0 Preliminary Investigation, Environmental Support, and Mitigation Measures											
2.1 Data Gathering, Site Visits, Field Review		16	32		32	8				\$0	\$14,000
2.2 Review and Confirmation of Mitigation Measures	4			24		2	\$1,500			\$150	\$7,430
2.3 Site Survey		6	16		24				\$10,000	\$1,000	\$18,150
2.4 Base Mapping		4	24		40					\$0	\$10,140
2.5 Early Mitigation Measures Implementation Memorandum	4			6		4	\$500	\$220		\$72	\$3,482
2.6 SWPPP		4	32							\$0	\$6,020
2.7 Implementation of Mitigation Measures	4			120			\$18,000	\$2,607		\$2,061	\$45,968
Subtotal Hours =	12	30	104	150	96	14				\$0	\$69,080
Subtotal (\$) =	\$3,300	\$6,750	\$16,640	\$27,750	\$12,960	\$1,680	\$20,000	\$2,827	\$10,000	\$3,283	\$105,190
Task 3.0 60% Submittal											
3.1 60% Design Drawings		8	48		80					\$0	\$20,280
3.2 60% Specifications		48	8			16				\$0	\$14,000
3.3 60% Engineer's Opinion of Probable Construction Cost		2	8		8	2				\$0	\$3,050
3.4 Quality Control Review (60%)	12									\$0	\$3,300
Subtotal Hours =	12	58	64	0	88	18					240
Subtotal (\$) =	\$3,300	\$13,050	\$10,240	\$0	\$11,880	\$2,160	\$0	\$0		\$0	\$40,630
Task 4.0 90% Submittal											
4.1 90% Design Drawings		8	32		64					\$0	\$15,560
4.2 90% Specifications		40	8			8				\$0	\$11,240
4.3 90% Engineer's Opinion of Probable Construction Cost		2	4		4					\$0	\$1,630
4.4 Quality Control Review (90%)	8									\$0	\$2,200
Subtotal Hours =	8	50	44	0	68	8					178
Subtotal (\$) =	\$2,200	\$11,250	\$7,040	\$0	\$9,180	\$960	\$0	\$0		\$0	\$30,630
Task 5.0 Issued-for-Construction (IFC) Submittal											
5.1 IFC Design Drawings		4	16		24	4				\$0	\$7,180
5.2 IFC Specifications		8	16			8				\$0	\$5,320
5.3 IFC Engineer's Opinion of Probable Construction Cost		2				2				\$0	\$690
5.4 Quality Control Review (IFC)	4									\$0	\$1,100
Subtotal Hours =	4	14	32	0	24	14					88
Subtotal (\$) =	\$1,100	\$3,150	\$5,120	\$0	\$3,240	\$1,680	\$0	\$0		\$0	\$14,290
Task 6.0 Bid Assistance											
6.1 Pre-Bid Meeting		4	4	4						\$0	\$2,280
6.2 Bid Assistance		24	40	16						\$0	\$14,760
6.3 Evaluation and Recommendation		8	16							\$0	\$4,360
Subtotal Hours =	0	36	60	20	0	0					116
Subtotal (\$) =	\$0	\$8,100	\$9,600	\$3,700	\$0	\$0	\$0	\$0		\$0	\$21,400
Task 7.0 Construction											
7.1 Construction/Mitigation Monitoring	4			100		60	\$6,250			\$625	\$33,675
Subtotal Hours =	4	0	0	100	0	60					164
Subtotal (\$) =	\$1,100	\$0	\$0	\$18,500	\$0	\$7,200	\$6,250	\$0		\$625	\$33,675
Total Hours by Classification =	44	220	332	290	284	130					1,300
Total (\$) by Classification =	\$12,100	\$49,500	\$53,120	\$46,400	\$45,440	\$15,600	\$20,000	\$2,827		\$3,283	\$265,295
Percentage of Time Allocated (by hours) =	3%	17%	26%	22%	22%	10%					
Total Fee											\$265,295

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant 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. Consultant 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. 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. Consultant 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 Consultant 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.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency 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.

Other provisions or requirements

Proof of insurance. Consultant 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. Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications 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 Consultant or Agency will withhold amounts sufficient to pay premium from Consultant 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 VI (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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant 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, and 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 Consultant'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. Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

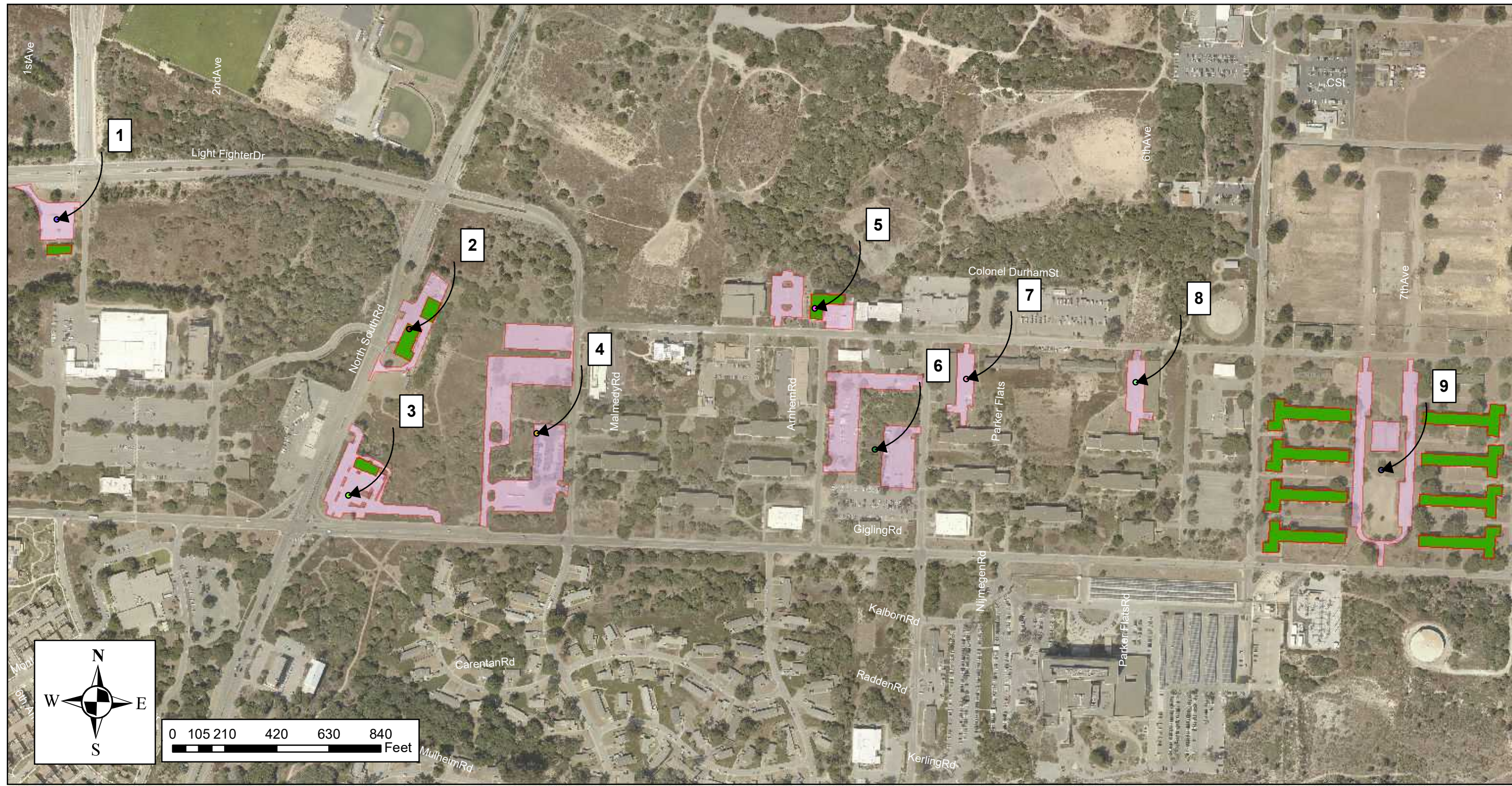
Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant'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. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant 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.

Attachment 1



- | | | |
|---|---|---|
| 1 - Visitor Center and Parking Lot <ul style="list-style-type: none">- BLDG (2,100 Sq.Ft.)- Parking Lot (25,392 Sq.Ft.) | 4 - Parking Lot A <ul style="list-style-type: none">- Parking Lot (160,546 Sq.Ft.) | 7 - Parking Lot C <ul style="list-style-type: none">- Parking Lot (19,308 Sq.Ft.) |
| 2 - Fire Station and Parking/Driveway <ul style="list-style-type: none">- BLDG (7,400 Sq.Ft.)- Parking Lot (31,534 Sq.Ft.) | 5 - Chapel and Parking Lot <ul style="list-style-type: none">- BLDG (6,900 Sq.Ft.)- Parking Lot (33,359 Sq.Ft.) | 8 - Parking Lot D <ul style="list-style-type: none">- Parking Lot (20,694 Sq.Ft.) |
| 3 - Fast Food Restaurant and Parking Lot <ul style="list-style-type: none">- BLDG (3,500 Sq.Ft.)- Parking Lot (56,735 Sq.Ft.) | 6 - Parking Lot B <ul style="list-style-type: none">- Parking Lot (94,051 Sq.Ft.) | 9 - Hammer Heads (Old Barracks) Parking Lot/Hardscape <ul style="list-style-type: none">- BLDGS(x8) (3 Floors EA) (336,000 Sq.Ft.)- Parking Lot/Hardscape (83,011 Sq.Ft.) |

 Parking Lot

 Building





CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ben Nurse, Housing Program Manager

DATE: March 18, 2021

**SUBJECT: APPROVE RESOLUTION ACKNOWLEDGING REVIEW AND
ACCEPTANCE OF THE 2020 GENERAL PLAN ANNUAL PROGRESS
REPORT AUTHORIZING SUBMITTAL TO THE GOVERNOR'S
OFFICE OF PLANNING AND RESEARCH (OPR) AND THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
(HCD)**

RECOMMENDATION

To approve the annual progress report for submission to satisfy the reporting requirements of Government Code section 65400, subdivision (a)(2) reporting the status of the General Plan and accomplishments during 2020.

BACKGROUND

The General Plan Annual Progress Report (APR) has been prepared summarizing the notable progress on General Plan goals during 2020. Once approved, the document will be submitted to the Office of Planning and Research (OPR) and Housing and Community Development (HCD) offices per statute.

The Housing Element APR will be submitted electronically as a separate document on April 1, 2021 as directed by HCD on their specialized form.

FISCAL IMPACT

There is no fiscal impact associated with this mandated report.

ATTACHMENTS

1. Seaside_Housing-element-annual-progress-report-2020 (council)
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) INSTRUCTIONS

INTRODUCTION

Note: Some instructions and definitions can be found in the column headers of the tables. (Cells with red marks) Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the Department of Housing and Community Development (HCD). The following form is to be used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new Housing Element APR requirements pursuant to Chapter 374, Statutes of 2017 (Assembly Bill 879); Chapter 366, Statutes of 2017 (Senate Bill 35), Chapter 664, Statutes of 2019 (Assembly Bill 1486), Chapter 159, Statutes of 2019 (Assembly Bill 101), Chapter 661, Statutes of 2020 (Assembly Bill 1255), Chapter 15, and Statutes of 2020

How to submit the Housing Element Annual Progress Report (APR)

The APR must be submitted to the Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year using the forms and tables specified by HCD. The APR provides information for the previous calendar year and must be submitted separately to both HCD and OPR (Gov. Code, § 65400.). There are two methods available for submitting APRs:

1. Online Annual Progress Reporting System - This allows jurisdictions to upload directly into HCD's database, limiting the risk of errors. To use the online system, email APR@hcd.ca.gov, and request login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - Jurisdictions complete the Excel APR forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. When using the email method, send the electronic version as an Excel workbook attachment. Do not send a scanned copy of the tables. In addition to submitting Housing Element APRs, jurisdictions must also submit General Plan Annual Progress Reports to both HCD and OPR. Please email these documents to APR@hcd.ca.gov and opr.apr@opr.ca.gov.

NOTE: When submitting successor entity reporting data as required pursuant to California Health and Safety Code 34176.1, the data must be identified as an addendum to the APR and emailed to APR@hcd.ca.gov concurrently with the APR submittal. When using the online system, this report should be sent separately to the APR email box to satisfy the Government Code section 65400 reporting requirement.

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[TABLE B Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability](#)

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[TABLE F Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision \(c\)\(2\)](#)

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[Table H - Locally Owned or Controlled Lands Declared Surplus Pursuant to Government Code section 54221, or Identified as Excess Pursuant to Government Code section 50569](#)

DEFINITIONS

1. "Above moderate income" means households earning more than 120 percent of area median income.
2. "Annual Progress Report (APR)" means the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year reporting on the prior calendar year's activities.
3. "Application submitted" means an application submittal that has been determined complete by the jurisdiction.
4. "Area Median Income (AMI)" means the median household income based on household size of a geographic area of the state, as annually updated by the California Department of Housing and Community Development (HCD), pursuant to Health and Safety Code section 50093.
5. "Certificate of occupancy date" is the date(s) the certificate(s) of occupancy, or other evidence of readiness for occupancy (e.g., final inspection, notice of completion), was/were issued.
6. "Committed Assistance" is when a local government has entered into a legally enforceable agreement within a specific timeframe spanning from the beginning of the RHNA projection and may be executed throughout the planning period. Committed Assistance includes obligating funds or other in-kind services for affordable units available for occupancy within two years of the agreement.
7. "Completed Entitlement" means a housing development or project which has received all the required land use approvals or entitlements necessary for the issuance of a building permit. This means that there is no additional action required to be eligible to apply and obtain a building permit.
8. "Density Bonus" as defined in Government Code section 65915.
9. "Extremely low-income" means a household earning less than 30 percent of area median income pursuant to Health and Safety Code, section 50105.
10. "Infill housing unit" is defined as being a unit located within an urbanized area or within an urban cluster on a site that has been previously developed for urban uses, or a vacant site where the properties adjoining at least two sides of the project site are, or previously have been, developed for urban uses. For the purposes of this definition, an urbanized area or an urban cluster is as defined by the United States Census
11. "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
12. "Lower-income or Low-Income" means a household earning less than 80 percent of area median income pursuant to Health and Safety Code, section 50079.5.
13. "Moderate income" means households whose income does not exceed 120 percent of area median income pursuant to Health and Safety Code, section 50093.

14. “Permitted units” mean units for which building permits for new housing construction have been issued by the local government during the reporting calendar year. For this purpose, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the Census definition of a housing unit. Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.
15. “Production report” or “Annual Progress Report (APR)” means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Section 65400 of Government Code.
16. “Project” or “Development” refers to a housing related activity where new construction of a unit(s) is proposed or has had a building permit and/or certificate of occupancy issued during the reporting calendar year. This may include single family, mixed use, multifamily, accessory dwelling unit, or any other developments where housing units, as defined by the U.S. Census Bureau and the California Department of Finance, are a component of the project.
17. “Realistic Capacity” means an estimate of the number of units that can be accommodated on each site in the inventory. The estimate must include adjustments to reflect land use controls and site improvement requirements but may rely on established minimum density standards.
18. “Reporting period” means the prior calendar year’s activities for the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year and utilized to create the determination for which locality is subject to the Streamlined Ministerial Approval (SB35 Streamlining)
19. “RHNA” means the local government’s share of the regional housing need allocation pursuant to Government Code section 65584 et seq.
20. Unit Category: type of units that are classified under the following categories:
- **Single Family-Detached Unit (SFD)**- a one-unit structure with open space on all four sides. The unit often possesses an attached garage.
 - **Single Family-Attached Unit (SFA)**- a one-unit structure attached to another unit by a common wall, commonly referred to as a townhouse, half-plex, or row house. The shared wall or walls extend from the foundation to the roof with adjoining units to form a property line. Each unit has individual heating and plumbing
 - **2-, 3-, and 4-Plex Units per Structure (2-4)**- a structure containing two, three, or four units and not classified as single-unit attached structure.
 - **5 or More Units per Structure (5+)**- a structure containing five or more housing units.
 - **Accessory Dwelling Unit (ADU)** - means a unit that is attached, detached or located within the living area of the existing dwelling or residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family dwelling is situated pursuant to Government Code section 65852.2. An ADU also includes the following: an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
 - **Mobile Home Unit/Manufactured Home** – a one-unit structure that was originally constructed to be towed on its own chassis. *Please note: Spaces in a mobile home park can be counted towards RHNA, if the spaces counted are new hook-ups/spaces rather than new mobile home park residents moving onto existing lots.*
21. “Very low-income” means households earning less than 50 percent of area median income pursuant to Health and Safety Code, section 50105.
- AUTHORITY CITED: Government Code section 65400.

FORM INSTRUCTIONS

GENERAL INFORMATION

Fields in gray auto-populate. No data entry is needed.

Some of the cells are locked to ensure data can be automatically uploaded to the online system.

Tables A and A2 of the worksheet are currently configured to accept up to 1,000 lines of data. Insert rows if Projects are now tracked at all stages of development, from initial application to final certificate of occupancy. All dates must be entered as month/date/year (e.g., 6/1/2018).

The form works best with macros enabled in Excel.

Begin with the “Start Here” tab, as previous years’ information will pre-populate in Table B after the jurisdiction’s name is entered.

START HERE

Enter general contact and report information in the “Start Here” tab.

It is important to start with this worksheet because the answers entered will affect how information is displayed (e.g. permit numbers from prior years are pre-populated when jurisdiction’s name is entered).

Information to enter includes:

- City or County name
- Reporting calendar year (e.g., 2019). *Please note: The reporting year will always be from January 1 – December 31 of the previous year.*
- Contact person
- Title
- Email
- Phone
- Mailing address

This sheet includes instructions regarding submitting the Housing Element APR to HCD and OPR.

TABLE A

Housing Development Applications Submitted

Only include data on housing units and developments for which an application was deemed complete between January 1st and December 31st of the reporting year identified on the “Start Here” tab. In table A, an “application” is a formal submittal of a project for approval. This application is either an application for a discretionary entitlement, or where only a ministerial process is required (e.g., zoned by right), the application for a building permit.

Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The Prior APN, Project Name and Local Jurisdiction Tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. If necessary, enter additional APNs in the notes section field number 10.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Types: Each development should be categorized by one of the following codes. Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following

- SFA (single-family attached unit)
- SFD (single-family detached unit)

- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

4. Date Application Submitted: Enter the date the housing development application was submitted. If the application was incomplete at the time of submittal, enter the date the application was determined complete by the local government (refer to “application submitted” under definitions). Enter date as month/day/year (e.g., 6/1/2020).

5. Proposed Units Affordability by Household Incomes: For each development, list the number of units proposed in the application by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

Very low-income households: 0-50% AMI

Low-income households: 50-80% AMI

Moderate-income households: 80-120% AMI

Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCD’s website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

6. Total Proposed Units by Project: This field auto-populates with the total number of units proposed, as entered in #5 (total of deed restricted & non-deed restricted units for Very Low-, Low-, Moderate- and Above Moderate- income households).

7. Total Approved Units by Project: Enter the number of units that the jurisdiction approved for this project application.

8. Total Disapproved Units by Project. If the project is denied or total number of units is reduced, please enter the number of units denied or reduced. This value should equal Total Proposed Units by Project minus “Total Approved Units by Project.”

9. Was “Application Submitted” pursuant to Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- No
- Yes – But no action taken
- Yes – Approved
- Yes – Denied

10. Notes: Use this field to enter any applicable notes about the project or development. Completion of this field is optional.

TABLE A2

Annual Building Activity Report Summary – New Construction, Entitled, Permits and Completed Units

Fields 1 through 15 Housing Development Information

This table requires information for very low, low, moderate and above moderate income housing affordability categories and for mixed-income projects. Include data on net new housing units and developments that have received any one of the following:

- An entitlement
- A building permit
- A certificate of occupancy or other form of readiness that was issued during the reporting year.

Please note: Only building permits are used for the purposes of determining progress towards RHNA (fields 7, 8 and 9 of this table, described below).

New housing units : For the APR, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the census definition of a housing unit.

Development activity spanning multiple years : It is highly likely that the same project will be reported in multiple years of APRs. For example, a project should be listed in three separate APRs if it is entitled in one year, receives the building permit next year, and the certificate of occupancy in the year following.

In scenarios where development activity spans multiple years, the jurisdiction should only report activity that occurred within the reporting year. For example, if a project received building permits in 2018 , but received entitlements in 2017 , the 2018 APR should only report the building permit information (fields 7, 8 and 9), and not include entitlement information (fields 4, 5 and 6).

Separate living quarters : A house, an apartment, a mobile home, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

Please note: Group quarters facilities, such as dormitories, bunkhouses, and barracks cannot be counted as housing units, but student housing that is set up as separate living quarters per the census definition can be counted. This type of student housing must be counted per unit, and not on a bedroom or per person basis.

Net new units : If a building is being demolished to build the new units, the APR should report net new units. For example, if 10 units are being demolished on a site to build a 100-unit building, the APR should report 90 new units. In the case of new construction where fewer units are being built than were there previously, do not report negative permits. For example, if 10 units are being torn down on a site to build 5 units, this would not count as any new units on the APR and should not be reported as a negative number.

To assist in reporting demolished/destroyed units, refer to section number 20 below (Table A2, column 20).

All new unit information is to be listed in the following fields:

Fields 1 through 3 – Project Identifier and Unit Types

1. Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The prior APN, project name or local jurisdiction tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. This field allows a maximum of 40 characters. If necessary enter additional APNs in the notes section field number 21.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Category Codes: Each development should be categorized by one of the following codes: Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following options:

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

Fields 4 through 6 – Completed Entitlement

4. Affordability by Household Income – Completed Entitlement: For each development, list the number of units that have been issued a completed entitlement during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

5. Entitlement Date Approved: Enter the date within the reporting year that all required land use approvals or entitlements were issued by the jurisdiction; leave blank if entitlement was approved outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Completed Entitlement.”

6. # of Units Issued Entitlements: This is an auto-populated field. This field reflects the total number of units that were entitled for very-low, low, moderate, and above moderate income, as entered in field 4 on this table.

Fields 7 through 9 – Building Permit

7. Affordability by Household Income – Building Permits: For each development, list the number of units that have been issued a building permit during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

8. Building Permits Date Issued: Enter the date within the reporting year that the building permit was issued by the jurisdiction; leave blank if building permit was issued outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Permitted Units.”

9. # of Units Issued Building Permits: This is an auto-populated field. This field will sum units that were permitted for very-low, low, moderate, and above moderate income, as entered in field 7 on this table.

Fields 10 through 12 – Certificates of Occupancy

10. Affordability by Household Income – Certificates of Occupancy: For each development, list the number of units that issued certificates of occupancy or other form of readiness (e.g., final inspection, notice of completion) during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

To verify income levels, refer to the income limit charts on HCDs website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (see section for Official State Income

11. Certificates of Occupancy (or other forms of Readiness) Date Issued: Enter the date the certificate of occupancy or other form of readiness (e.g., final inspection, notice of completion) was issued for the project. For most jurisdictions, this is the final step before residents can occupy the unit. Leave blank if certificate of occupancy was not issued in the reporting year. Enter date as month/day/year (e.g., 6/1/2018).

12. # of Units Issued Certificates of Occupancy or other forms of Readiness: This is an auto-populated field. This field will sum units that were issued a certificate of occupancy for very-low, low, moderate, and above moderate income, as entered in field 10 on this table.

13. How many of the Units were Extremely-Low Income Units (Optional): To gain a greater understanding of the level of building activity to meet the needs of extremely low-income households in the state, HCD asks that you estimate, to the extent possible, the number of units affordable to extremely-low income households. This number will be a subset of the number of units affordable to very low-income households, as indicated in fields 4, 7 and 10 above. *Please note: The number entered in the very low section will not be reduced by the number entered here. Although completion of this field is optional, your input would be greatly appreciated.*

14. Was Project approved using Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- “Y” if jurisdiction approved the project application pursuant to the streamlined ministerial approval process (SB 35 Streamlining).
- “N” for all other situations.

15. Are these infill units? To gain a greater understanding of the level of infill housing activity in the state, HCD asks that you clarify if the housing units reported are infill by selecting “Yes” or “No.” Although completion of this field is optional, your input would be greatly appreciated. See Definitions section for “infill housing units”

Fields 16 through 18: Please note, if any units are reported as very-low, low, or moderate income in fields 4, 7 or 10 then information in fields 16, 17 and/or 18 must be completed to demonstrate affordability. In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

Fields 16 and 17 Housing with Financial Assistance and/or Deed Restrictions

For all housing units developed or approved with public financial assistance and/or have recorded affordability deed restriction or covenants, identify funding sources and/or mechanisms that enable units to be affordable.

16. Assistance Programs Used for Each Development: Enter information here if units received financial assistance from the city or county and/or other subsidy sources, have affordability restrictions or covenants, and/or recapture of public funds upon resale.

Use the drop-down menu to select the acronym of the applicable funding program(s), as listed below. To select more than one funding source click once then select the cell again and click another source.

- Acq/Rehab: CalHFA Acquisition/Rehab Loan Program
- AHP: Affordable Housing Program - Fed Home Loan
- AHSC: Affordable Housing and Sustainable Communities
- CalHOME: CalHOME

- CDBG: Community Development Block Grant
- CDLAC: CDLAC Bonds (CA Debt Limit Allocation Committee)
- CESH: CA Emergency Solutions & Housing
- ESG: Emergency Solutions Grant
- GSAF: Golden State Acquisition Fund
- HEAP: Homeless Emergency Aid Program
- HHAP: Homeless Housing, Assistance and Prevention Program
- HKEY: Homekey
- HOME: Housing Investment Partnership Program
- HOPWA: Housing Opportunities for Persons with AIDS
- IIG: Infill Infrastructure Grant
- LHTF: Local Housing Trust Funds
- LIHTC: CTCAC/Low Income Housing Tax Credits
- MHP: Multifamily Housing Program - HCD
- MHSA: Mental Health Services Act Funding
- MPRROP: Mobilehome Park Rehab & Resident Ownership Program
- MRB: Mortgage Revenue Bonds
- MyHOME: MyHome Down Payment Assistance
- NHTF: National Housing Trust Fund
- NPLH: No Place Like Home
- PBS8: Section 8 Project-Based Rental Assistance
- PDLP: Predevelopment Loan Program
- RAD: Rental Assistance Demonstration Program
- RDA: Redevelopment Agency or Successor Agency Funds
- Sec 202: HUD Section 202 Housing for the Elderly
- Sec 811: Section 811 Project Rental Assistance
- SERNA: Joe Serna Jr Farmworker Housing Program
- SHMHP: Supportive Housing MHP
- SNHP: Special Needs Housing Program - CalHFA
- TOD: Transit Oriented Development Program
- USDA: USDA Rural Development Housing Programs
- VHHP: Veterans Housing and Homeless Prevention Program
- Other: Describe in Notes

17. Deed Restriction Type: Enter information here if units in the project are considered affordable to very-low, low, and/or moderate income households due to a local program or policy, such as an inclusionary housing ordinance, regulatory agreement, or a density bonus. This field should not be used to enter the number of deed restricted units. Identify the mechanism used to restrict occupancy based on affordability to produce “deed restricted” units. Use the drop-down menu to select one of the following options

- “INC” if the units were approved pursuant to a local inclusionary housing ordinance.
- “DB” if the units were approved using a density bonus.
- “Other” for any other mechanism. Describe the source in notes section number 21.

18. Housing without Financial Assistance or Deed Restrictions: Enter information here if the units are affordable to very-low, low and moderate income households without financial assistance and/or deed restrictions. In these cases, affordability must be demonstrated by proposed sales price or rents.

- Sales prices and rents must meet the definition of affordable as defined in Health and Safety Code Section 50052.5 for owner-occupied units or Health and Safety Code section 50053 for renter-occupied units.

- Describe how the newly constructed rental or ownership housing units were determined to be affordable to very- low, low, and moderate income households without either public subsidies or restrictive covenants. This may be based on various methods considering sales prices or rents relative to the income levels of households such as through a survey of comparable units in the area that show the unit would be affordable to very-low, low, or moderate income households.

- The jurisdiction can consider comparable rental prices or new sales prices (actual or anticipated). The jurisdiction should consider costs for renters (i.e., 30% of household income for rent and utilities) or owners (e.g., 30% of household income for principal, interest, taxes, insurance and utilities, pursuant to Title 25 CCR

- In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

19. Term of Affordability or Deed Restriction: If units have committed financial assistance and/or are deed restricted, enter the duration of the affordability or deed restriction. If units are affordable in perpetuity, enter 1,000. If multiple funding sources or deed restrictions on the development have different terms of affordability, please enter the longest term of affordability. Although completion of this field is optional, your input would be greatly appreciated.

20. Demolished/Destroyed Units: This section is to report if the project and associated APN, has a permit, entitlement or certificate of occupancy in the reporting year, and the APN previously had demolished or destroyed units.

- Enter the “Number of Demolished or Destroyed Units” in the reporting calendar year.
- From the drop down menu select “demolished” if the units were torn down. Select “Destroyed” if the units were lost due to fire or other natural disaster.
- From the drop down menu “Demolished/Destroyed Units Owner or Renter” select “R” for renter or “O” for owner.

21. Notes: Use this field to enter any applicable notes about the project or development.

TABLE B

Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability

Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. To assist jurisdictions in completing this form, HCD has pre-filled permit data as reported to HCD on prior APRs. Past unit information will auto-populate when the jurisdiction’s name in the general information section of the “Start Here” tab is entered. Current year permitted units will auto-populate from data reported in table A2. If permit activity for current year is inaccurate, jurisdictions should make adjustments on field number 7, Affordability by Household Income – Building Permits in table A2.

[Please contact HCD at APR@hcd.ca.gov if data from previous years does not populate or if different than the information supplied in Table B. Any changes made by localities to previous years’ data in Table B will not update prior APR records maintained by HCD.](mailto:APR@hcd.ca.gov)

Table B reports the number of units for which permits were issued to demonstrate progress in meeting the jurisdiction’s share of regional housing need for the planning period.

1. Regional Housing Needs Allocation by Income Level: Lists the jurisdiction’s assigned RHNA for the planning cycle by income group. This field will be auto-populated once the jurisdiction’s name is entered in the “Start

2. Year: Lists the building permit data for each year of the RHNA planning cycle beginning in the first year and ending with the data from the current reporting year which can be found in Table A2.

3. Total Units to Date (all years): Totals the number of units permitted in each income category.

4. Total Remaining RHNA by Income Level: This field uses the information from the “Total Units to Date” category and deducts the units by income category from the jurisdiction’s assigned RHNA number. Note: The total units remaining to meet the RHNA allocation is in the bottom right hand corner.

TABLE C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Please note: This table should only be filled out when a city or county identified an Unaccommodated Need of sites from the previous planning period Government Code section 65584.09, has Shortfall of Sites as identified in the housing element Government Code section 65583, subdivision (c)(1); or is identifying additional sites required by No Net Loss law pursuant to Government Code section 65863. The data in this inventory serves as an addendum to the housing element sites inventory. This table should not include rezoning for a specific project.

1. Project Identifier: Include the Assessor Parcel Number (APN) and street address. The project name and local jurisdiction tracking ID are optional.

2. Date of Rezone: If rezone was required, identify the date the rezone occurred. Enter date as month/day/year (e.g., 6/1/2018).

3. RHNA Shortfall by Household Income Category: For each development or site, list the number of units that are affordable to the following income levels (refer to Definitions section for more detail):

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI

Note: rezoning is not required to accommodate moderate or above moderate RHNA shortfall.

4. Type of Shortfall: From the dropdown list, select one of the following for each project:

- **No Net Loss** (Government Code section 65863): When a jurisdiction permits or causes its housing element sites inventory site capacity to be insufficient to meet its remaining unmet RHNA for lower and moderate-income households. In general, a jurisdiction must demonstrate sufficient capacity on existing sites or make available adequate sites within 180 days of there being insufficient sites to meet the remaining RHNA.
- **Unaccommodated Need** (Government Code section 65584.09): When a jurisdiction failed to identify or make adequate sites available in the prior planning period to accommodate its RHNA by income category. Note: When this condition occurred, the housing element in the current planning period in most cases will have a program to make available adequate sites to address the unmet RHNA by income category in the first year of the planning period.
- **Shortfall of Sites** (Government Code section 65583, subdivision (c)(1)): When a jurisdiction does not identify adequate sites to accommodate its RHNA by income category in the current planning period. Note: When this condition occurred, the housing element for the current planning period must have included a program to make available adequate sites to address the unmet RHNA by income category. For jurisdictions on an eight year planning period, the rezones must be complete within the first three years of the planning period.

5. Parcel Size (Acres): Enter the size of the parcel in acres.

6. General Plan Designation: Enter the new General Plan Land Use designation. If no change was made, enter the current designation.

7. Zoning: Enter the new zoning designation for the parcel. If no change was made, enter the current zoning designation.

8. Density Allowed: Enter the minimum and maximum density allowed on each parcel. This is the density allowed after any zoning amendments are made. If no maximum density enter N/A.

9. Realistic Capacity: Enter the estimated realistic unit capacity for each parcel. Refer to Definitions for more information about "Realistic Capacity."

10. Vacant/Non-vacant: From the drop-down list, select if the parcel is vacant or non-vacant. If the parcel is non-vacant, then enter the description of existing uses in Field 11.

11. Description of Existing Uses: Include a description of existing uses. Description must be specific (i.e. SFR, MF, surplus school site, operating business, vacant commercial building, parking lot). Classifications of uses (i.e. “commercial”, “retail”, “office”, or “residential”) are not sufficient.

TABLE D

Program Implementation Status pursuant to Government Code section 65583

Report the status/progress of housing element program and policy implementation for **all** programs described in the housing element:

- 1. Name of Program:** List the name of the program as described in the element.
- 2. Objective:** List the program objective (for example, “Update the accessory dwelling unit ordinance”).
- 3. Timeframe in Housing Element:** Enter the date the objective is scheduled to be accomplished.
- 4. Status of Program Implementation:** List the action or status of program implementation.

For your information, the following list includes the statutory requirements for housing element programs:

- Adequate sites (Gov. Code, § 65583, subd. (c)(1)). *Please note: Where a jurisdiction has included a rezone program pursuant to Government Code section 65583.2, subdivision (h) to address a shortfall of capacity to accommodate its RHNA, Table C must include specific information demonstrating progress in implementation including total acres, brief description of sites, date of rezone, and compliance with by-right approval and density requirements.*

- Assist in the development of low- and moderate-income housing (Gov. Code, § 65583, subd. (c)(2)).
- Remove or mitigate constraints (Gov. Code, § 65583, subd. (c)(3)).
- Conserve and improve existing affordable housing (Gov. Code, § 65583, subd. (c)(4)).

Promote and affirmatively further fair housing opportunities (Gov. Code, § 65583, subd. (c)(5)).

- Preserve units at-risk of conversion from low-income use (Gov. Code, § 65583, subd. (c)(6)).

Please note: Jurisdictions may add additional rows in Table D to include all Housing Element programs, or to provide clarification or information relevant to demonstrating progress towards meeting RHNA objectives.

TABLE E

Commercial Development Bonus Approved pursuant to Government Code section 65915.7

Government Code section 65915.7 states:

“(a) When an applicant for approval of a commercial development has entered into an agreement for partnered housing described in subdivision (c) to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city, county, or city and county shall grant to the commercial developer a development bonus as prescribed in subdivision (b). Housing shall be constructed on the site of the commercial development or on a site that...” meets several criteria.

If the jurisdiction has approved any commercial development bonuses during the reporting year, enter the following information:

- 1. Project Identifier:** Include the parcel’s APN number and street address. The project name and local jurisdiction tracking ID are optional.
- 2. Units Constructed as Part of the Agreement:** For each development, list the number of units that are affordable to the following income levels (refer to definitions for more detail):
 - Very low-income households: 0-50% AMI
 - Low-income households: 50-80% AMI
 - Moderate-income households: 80-120% AMI

- Above-moderate households: above 120%

3. Description of Commercial Development Bonus: Include a description of the commercial development bonus approved by the jurisdiction.

4. Commercial Development Bonus Date Approved: Enter the date that the jurisdiction approved the commercial development bonus. Enter date as month/day/year (e.g., 6/1/2018).

TABLE F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c)

***Please note this table is optional:** The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.*

Units that Do Not Count Toward RHNA: The jurisdiction may list for informational purposes only, units that do not count toward RHNA but were substantially rehabilitated, acquired or preserved.

Units that Count Toward RHNA: To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields.

In order to count units reported in this table as progress towards RHNA, the jurisdiction will need to provide information that demonstrate the units meet the standards set forth in Government Code section 65583.1, subdivision (c). These program requirements are summarized on the Alternative Adequate Sites Checklist. If HCD finds that the units meet the standards set forth in Government Code section 65583.1, subdivision (c) these units may credit up to 25 percent of the jurisdiction's adequate sites requirement per income category.

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of, pursuant to Government Code section 65400.1

Chapter 664, Statutes of 2019 (AB 1486) added to the Government code section 65400.1, which requires jurisdictions to include in this APR a listing of sites owned by the locality that were included in the housing element sites inventory and were sold, leased, or otherwise disposed of during the reporting year.

The listing of sites must include the entity to whom the site was transferred, and the intended use of the site.

Table H

Locally Owned or Controlled Lands Declared Surplus Pursuant to Government Code section 54221, or Identified as Excess Pursuant to Government Code section 50569

Chapter 661, Statutes of 2019 (AB 1255) amended Government Code section 54230 to require cities and counties to create an inventory of surplus lands defined in subdivision (b) of Section 54221, and all lands in excess of its foreseeable needs, if any, identified pursuant to Section 50569, located in all urbanized areas and urban clusters, as designated by the United States Census Bureau, within the jurisdiction of the county or city that the county or city or any of its departments, agencies, or authorities owns or controls. Please note:

Jurisdictions are only required to report on property located in an urban area or urbanized cluster. For a map of urban areas and urban clusters, please see HCD website here:

<https://cahcd.maps.arcgis.com/apps/webappviewer/index.html?id=5a63b04d7c494a6ebb2aa38a2c3576f5>

Cities and counties must make a description of each parcel described in paragraph (1) of Government Code section 54230 and the present use of the parcel a matter of public record and shall report this information to the Department of Housing and Community Development no later than April 1 of each year, beginning April 1, 2021, in a form prescribed by the department, as part of its annual progress report submitted pursuant to paragraph (2) of subdivision (a) of Section 65400.

“Surplus land” means land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Land shall be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures. A local agency, on an annual basis, may declare multiple parcels as “surplus land” or “exempt surplus land.”

“Surplus land” includes land held in the Community Redevelopment Property Trust Fund pursuant to Section 34191.4 of the Health and Safety Code and land that has been designated in the long-range property management plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety Code, either for sale or for future development, but does not include any specific disposal of land to an identified entity described in the plan.

Parcel Description must include the following:

- 1. APN:** Enter the parcel number of the identified property.
- 2. Street Address/Intersection:** Enter the street address of the property. If no street address is available, enter the
- 3. Existing Use:** Select the existing use of the property. Use the drop-down menu to select one of the following options:
 - Residential
 - Commercial
 - Industrial
 - Public Facilities
 - Vacant
 - Air Rights
 - Other
- 4. Number of Units:** If the existing use is residential, enter the number of units on the property.
- 5. Surplus Designation:** Please identify if the property has been designated surplus or exempt surplus pursuant to Government Code section 54221, or excess pursuant to Government Code section 50569.
- 6. Parcel Size (in acres):** Enter the parcel size in acres.
- 7. Notes (Optional):** Please include any applicable notes providing additional property description. This could include description of any characteristics of the property.

Local Early Action Planning (LEAP) Grant Reporting

Pursuant to Health and Safety Code section 50515.04, recipients of Local Early Action Planning (LEAP) grants shall annually report by April 1 of the year following receipt of those funds on the status of proposed uses in the application. The report shall address the housing impact within the jurisdiction, including a summary of building permits, certificates of occupancy or other completed entitlements. Data sources may include the LEAP application (e.g., Attachment 1: Project Timeline and Budget), re-imbursement requests, other portions of the annual progress reports and other summary records of program activities.

- 1. Total Award Amount:** Utilizing the LEAP application and award letter, fill in the total award amount for all proposed LEAP activities.

- 2. Task:** Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in all project level tasks. Do not fill in sub-tasks. For example, an application might include a project level task to prepare and adopt a downtown specific plan. In this case, simply fill in downtown specific plan and do not fill in sub-tasks such as outreach, traffic studies, drafting and adoption.
- 3. \$ Amount Awarded:** Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in the total amount awarded for each project level task.
- 4. \$ Cumulative Reimbursement Requested:** Utilizing reimbursement requests sent to the Department, add up all requested amounts for each project level task. Note, this is reimbursement “requested” and not reimbursement “received”. At the time of reporting, some reimbursement requests may be in process. The table does not need to address reimbursements in process.
- 5. Task Status:** Provide a brief description of the status of project level tasks. This description should address recently completed, upcoming milestones, anticipated completion dates and any schedule slippage. In addition, task status may express progress as a percentage of completion (e.g., 50% complete).
- 6. Other Funding:** Note any other funding sources by amount being utilized to complete each project level task. If no other funding sources are being utilized, enter N/A. Examples of other funding includes SB 2 planning grants program, SB 1 sustainability planning grants program and local general funds.
- 7. Notes:** Enter any other relevant information related to progress and impacts such as reasons for delays, anticipated numerical outcomes, etc.
- 8. Summary of Entitlements, Building Permits and Certificates of Occupancy:** These tables will auto-populate from Table A2.

Frequently Asked Questions

Can I leave a row blank?	Yes, you may leave blank rows in between rows that have information. However, you may not leave more than 10 rows in a row blank in between rows with information.
How do I delete rows?	Click on a cell in the row(s) and type Ctrl-d . Note: Macros must be enabled 
Why are the rows not summing correctly?	The summary tab and sum rows only include activities that occurred during the reporting year , according to the year entered in the "Start Here" tab.
Why are some cells highlighted yellow or green?	Yellow Cells: Required cells for each row become highlighted yellow once any cell in the row contains a character. The affordability descriptions become highlighted and required once any lower or moderate income units are entered into the form. Green Cells: Cells highlighted green are where you indicate the number of units by affordability. This is required for any project in Table A. This is also required for the applicable sections (completed entitlement, issued building permits, issued certificates of occupancy) of Table A2. For example, if a project in Table A2 was issued a building permit, but not an entitlement or certificate of occupancy during the reporting year, you would enter the unit count in one of the green cells in the building permit section only. You may leave the other sections blank even though they are highlighted green, since they wouldn't apply to this example. Once a value is entered into this range, the range will no longer be highlighted green.
Why are the date cells highlighted red?	Cells can be highlighted red for two reasons: Date cells: Sometimes, dates that are copied and pasted into this form are formatted as text. When pasting dates into the form please paste with the "match destination formatting" option. If the date cells are still highlighted red, they contain text. These must be converted to dates. To do so, open a blank workbook and paste in the dates that are formatted as text. In an adjacent column, enter the function =DATEVALUE and refer the function to the cell with date formatted as text. This will result in a 5-digit number. Copy and paste these 5-digit numbers back into the APR form, then change the format of the cells to "Short Date" (i.e., 3/4/2012). Text cells: Cells can also be highlighted red if the length of the text entered into the cell exceeds the character limit.
Can the same project be included in both Table A and Table A2?	Yes. Table A tracks all applications for residential development that were received and deemed complete during the reporting year. Table A2 tracks all entitlements, building permits, and certificates of occupancy for residential development that were issued in the reporting year. If a project was applied for and received entitlements, building permits, and/or certificates of occupancy during the reporting year, that project would be listed in both Table A and Table A2.
What if I have nothing to report?	At minimum, the "Start Here" tab and Table D must be completed. If you have nothing to report in any of the other tables, please leave them blank, do NOT put N/A or something similar.
How do I correct or update the values in Table B?	Table B contains data HCD has received from prior APR submittals as of October 6, 2020. If the numbers do not match your records, please contact HCD.
Do I upload this form into the record for the 5th Cycle or the 6th Cycle?	HCD's guidelines are as follows: If the 6th cycle started BEFORE July 1, 2019, the APR must be uploaded into the 6th cycle. If the 6th cycle started AFTER July 1, 2019, the APR must be uploaded into the 5th cycle record.
Do I need to take the form to my Council or Board prior to submitting the APR?	Government Code section 65400 requires the planning agency to provide this report to the legislative body (i.e. local Council or Board), HCD, and OPR by April 1 of each year. The statute does not specify in which order they be provided, and HCD does not require the report to be submitted to the legislative body prior to submitting it to HCD.
Can I use this form for a prior year?	You can use this form for 2018 and 2019. Make sure to change the reporting year in row 5 of the "Start Here" tab. Table G is not required for 2018. For the years 2017 and prior, you must use the old version of the APR form found on HCD's website.
Does submitting the Housing Element APR fulfill the requirements of submitting a General Plan APR?	No. Government Code section 65400 requires jurisdictions to also submit a General Plan Annual Progress Report to OPR and HCD. These can be emailed to opr.apr@hcd.ca.gov and APR@hcd.ca.gov

Please Start Here

General Information	
Jurisdiction Name	Seaside
Reporting Calendar Year	2020
Contact Information	
First Name	Ben
Last Name	Nurse
Title	Housing Program Manager
Email	bnurse@ci.seaside.ca.us
Phone	8318996772
Mailing Address	
Street Address	440 Harcourt Avenue
City	Seaside
Zipcode	93955

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 3_4_21

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR>

Submittal Instructions

Please save your file as Jurisdictionname2020 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2020

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs.

1. Online Annual Progress Reporting System (Preferred) - Please see the link to the online system to the left. This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

(CCR Title 25 §6202)

[illegible]

Jurisdiction	Seaside
Reporting Year	2020 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "*" Indicates an optional field
Cells in grey contain auto-calculation formulas

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								Affordability by Household Incomes - Building Permits								Affordability by Household Incomes - Certificates of Occupancy									Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA, SFD 2+ < 5+ ADU MH)	Temure R-Renters Or Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Was Project APPROVED using CC 6901.5-6.9? (SB 35 Streamlining) Y/N	Initial Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter "1000")	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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Jurisdiction	Seaside	
Reporting Year	2020	(Jan. 1 - Dec. 31)

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Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	95						74				74	21
	Non-Deed Restricted												
Low	Deed Restricted	62						78				78	
	Non-Deed Restricted												
Moderate	Deed Restricted	72						73				76	
	Non-Deed Restricted		1	1	1								
Above Moderate		164				3	5	13				21	143
Total RHNA		393											
Total Units			1	1	1	3	5	238				249	164

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction		Seaside	
Reporting Year		2020 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Code Enforcement/Neighborhood Improvement Commission (NIC):	- Continue to implement the Neighborhood Improvement Commission and focus code enforcement efforts in the target areas with concentrated issues of code violations. - Conduct periodic housing conditions surveys in targeted neighborhoods. - Promote the app, SeeClickFix that allows anyone to report problems to the City for resolution via their smartphone. - Pursue funding available at the state and federal levels to assist in code corrections and residential rehabilitation (see also Program 3). Ensure Code Enforcement Officers provide information on resources available for making code corrections.	2019-2023	Residents and businesses appreciate the SeeClickFix app. It allows them to report code compliance issues, safety issues, homeless concerns, etc., and track progress of their requests. The City distributes business cards with links to the app. The City Council also approved a budget increase for FY 2019-2020 to allow additional code enforcement time on nights and weekends. It is anticipated a budget increase will be requested again for FY 2020-2021.

Abandoned Residential Property Registration	The City adopted Ordinance No. 996 to establish an abandoned residential property registration program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance, voided building permits, and security of abandoned properties.	2019-2023	This program is ongoing; residents and businesses are using the SeeClickFix app to report abandoned properties.
Acquisition/Rehabilitation	• Partner with nonprofits to acquire and rehabilitate deteriorating multifamily housing units with the goal of rehabilitating five units between 2019 and 2023. Also, deed-restrict affordable housing for lower income households and persons with special needs. • Annually explore and if appropriate, pursue funding resources available at the State and federal levels to assist in rehabilitation of rental and ownership housing.	2019-2023	This program is ongoing.
Resource Conservation	• Review proposed developments for solar access, site design techniques, and use of landscaping that can increase energy efficiency and reduce lifetime energy costs without significantly increasing housing production costs. • Provide information on energy conservation and financial incentives (e.g., tax credit, utility rebates, etc.) on the City's web site.	2019-2023	The City of Seaside has joined the Monterey Bay Community Power (MBCP), another energy provider. MBCP promotes electrification, incentives for Building Reach Codes, and low interest loans for generators.

Adequate Sites for RHNA	• Monitor and update the City's residential sites inventory annually to ensure that adequate capacity is available to accommodate the City's remaining RHNA of 143 units for this planning period (95 very low income, 46 low income, and 2 moderate income units). • Provide the residential sites inventory to interested developers. • Pursue adoption of the 2040 General Plan by 2020. • Pursuant to AB 1397, amend the Zoning Code by the end of 2020 to establish an overlay on non-vacant parcels (Sites C, P, U, and W, and Library Site as identified in Tables App-44 and APP-45 of the Housing Element Appendix) to permit residential use by right for housing development in which at least 20 percent of the units are affordable to lower income households. • Pursue development of future growth areas and future specific plan areas through specific or master planning techniques. Ensure that residential development is considered in these areas to accommodate the appropriate mix of future housing needs in the community. • Develop guidelines for working with FORA and post-FORA agencies in the planning of former Fort Ord areas. • In 2021, conduct an analysis of development applications to assess	2019-2023	In 2020, the City approved the 105-unit Ascent project and Campus Town, which includes 225 affordable housing units. These project and other citywide sites available offer adequate sites to meet the City's remaining RHNA. The comprehensive Zoning Ordinance update is underway.
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Replacement Housing	In order to mitigate the loss of affordable housing units, require new housing developments to replace all affordable housing units lost due to new development, the replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.	2019-2023	The City continues to comply with the replacement requirements. Development of The Ascent and Campus Town would not result in the loss of affordable units for lower income households.
Monitoring of Residential Capacity (No Net Loss)	- Beginning in 2018, comply with new State law requirements (AB 35 and AB 879) on annual reporting to the State Department of Housing and Community Development (HCD) for housing units constructed and housing applications/approvals by income level. - If additional sites (such as through master planning in the future growth areas or future specific plan areas) are required to replenish the sites inventory for meeting the RHNA shortfall, the sites shall be rezoned within 180 days.	2019-2023	The City continues to monitor the No Net Loss requirements of development on the City's residential sites inventory in the Housing Element. The most recent projects – The Ascent and Campus Town – would not result in a loss of existing housing units.

Lot Consolidation	• Encourage lot consolidation by assisting interested developers in identifying sites with consolidation potential. • As part of the comprehensive update to the Zoning Ordinance to implement the General Plan, modify the lot consolidation requirements and establish incentives for consolidation. • Promote lot consolidation incentives to property owners and developers with the goal of achieving three developments involving lot consolidation over five years. • Require the merger of contiguous substandard lots of record when a property is developed or redeveloped. • Assess the effectiveness of incentives and actions in promoting the consolidation and development of small parcels, and make appropriate adjustments to facilitate lot consolidation.	2019-2023	The Ascent Project involves the consolidation of 14 parcels to a site of 2.68 acres. The comprehensive Zoning Ordinance update is underway.
Accessory Dwelling Units (ADUs):	Conduct ADU study sessions with the Planning Commission in 2020. • Periodically update the City website to provide ADU information for the public. • By the end of 2020 and as part of the comprehensive update to the Zoning Ordinance, address the provision of ADUs consistent with State law. The City anticipates development ten accessory units during this planning period.	2019-2023	City is compliant with State ADU ordinance. City has conducted ADU Workshop to promote ADU production. Have more than 15 permits approved to build ADUs, and a few dozen going through the approval process.

Homebuyer Assistance	Periodically update the City website to promoting resources available to first-time homebuyers.	2019-2023	The City created a dedicated Housing page on its website to provide links to various housing resources.
Housing Choice Voucher Program	• Support HAMC's efforts to pursue additional funds and petition for higher payment standards. • Work with ECHO Housing, the City's Fair Housing service provider to educate tenants and landlords regarding the State's new source of income protection, which covers the use of HCVs and other public assistance for rent payments.	2019-2023	The City created a dedicated Housing page on its website to provide links to various housing resources.
Preservation of Publicly Assisted Low Income Housing	• Monitor Units at Risk: The City will keep in regular contact with the owner of Hannon Seaview Apartments to determine the status of that building. The City will also ensure that no affordable rental unit is allowed to convert to a condominium without meeting the requirements of the City's adopted condominium conversion ordinance in Chapter 17.42 of the Zoning Ordinance. • Provide Tenant Education: If the owner of Hannon Seaview Apartments files a Notice of Intent to opt out of affordability covenants, the City will work with tenants to inform them of their rights under federal and State regulations, including receiving proper noticing. • Work with Potential Priority Purchasers: Maintain regular contact with the Housing Authority of Monterey County and other non-profit agencies with the capacity to purchase and maintain at-risk units.	2019-2023	This program is ongoing.

Affordable Housing Development:	● As part of the comprehensive update to the Zoning Ordinance, establish appropriate development standards and incentives to facilitate mixed use developments and residential development in mixed use neighborhoods. Specifically, in addition to the State-mandated density bonus, the City may consider other incentives and concessions, such as: - o Increased lot coverage, - o Reduced setback requirements, - o Reduced parking requirements, - o Increased permissible building heights, - o Increased FAR, and - o Reduced impact fees. ● As part of the comprehensive update to the Zoning Ordinance, establish objective standards to accommodate SB 35 streamlining of affordable housing projects. ● Annually contact affordable housing developers to promote new opportunities and incentives for affordable housing development in the City. ● Facilitate the development of 50 affordable housing units for lower income households, including extremely low income and those with special housing needs: - o Support funding applications for affordable housing by private developers provided the proposed projects	2019-2023	The Comprehensive Zoning Ordinance update is underway. Both The Ascent and Campus Town include 20 percent affordable housing.
Density Bonus Ordinance	As part of the comprehensive update to the Zoning Ordinance, the City will update its density bonus provisions to be consistent with State law.	2019-2023	The Comprehensive Zoning Ordinance update is underway.

Inclusionary Housing Program	• Continue to implement the Inclusionary Housing program. • Review the Inclusionary Housing Program with the Density Bonus Ordinance (Program 13) to ensure consistency with State law. If inconsistencies are identified, initiate Zoning Ordinance revisions. • Annually monitor development trends and market conditions to assess the effectiveness of the Inclusionary Housing program.	2019-2023	Both The Ascent and Campus Town include 20 percent affordable housing.
Multifamily and Mixed Use Design Guidelines	Establish design guidelines on site planning, massing and scale, and architecture features for multifamily and mixed use development.	2019-2023	The City is working on establishing objective design guidelines.
Affordable Attached Single Family Unit	As part of the comprehensive update to the Zoning Ordinance, provide consistent treatment for market-rate and affordable attached single family homes.	2019-2023	The Comprehensive Zoning Ordinance update is underway.

Adequate Water Supply for the Development of New Housing	• Support efforts by the MPWMD to expand the water supply with new water sources being earmarked for development. • Continue to work to have the MPWMD and MCWD reverse its policy decision of prohibiting the transfer of water credits from one property to another. • Continue to work with MPWMD and MCWD to develop water conservation methods (e.g., low flow fixtures, instant hot water heaters, cisterns/rain gardens) to augment water for new development projects. • Pursuant to AB 1087, work with MPWMD to establish a procedure to prioritize water allocation for developments that include units set aside as affordable housing for lower income households, including affordable housing within larger, mixed use developments and larger residential subdivisions. • Upon adoption of the Housing Element, provide a copy of the Element to MPWMD and MCWD for greater awareness of affordable housing priorities and collaboration, in compliance with AB 1087. • Pursue various strategies to secure water for Seaside's future.	2019-2023	Stormwater reclamation and other methods are being pursued to increase the availability of water for housing in Seaside.
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Housing for Extremely Low Income and Special Needs Households	As part of the comprehensive update to the Zoning Ordinance, address the following housing-related code amendments: • Transitional and Supportive Housing • Reasonable Accommodations • Single-Room Occupancy (SRO) • Employee Housing Low Barrier Navigation Center (LBNC):	2019-2023	The Comprehensive Zoning Ordinance update is underway.
Housing Facilities and Services for the Homeless	Annually, evaluate the homeless needs and gaps in services and facilities and allocate funding via the homeless committee and CDBG program.	2019-2023	These activities are ongoing with annual reviews and budgeting.

Affirmatively Furthering Fair Housing	• Amend the Zoning Ordinance to address the housing options for persons with special needs • Coordinate with the HAMC to provide brochures and other pertinent fair housing materials in English and Spanish at City Hall, the library, the Post Office, Oldemeyer Center, and at the public counter. Implement the regional Analysis of Impediments recommendations as follows: - o Annually, allocate CDBG funds to public and supportive service programs that benefit the geographically underserved neighborhoods. - o Implement the Economic Development policies of the General Plan to promote economic development activities to improve employment skills and create high-paying jobs. - o Work with Monterey-Salinas Transit to expand transit services in areas with limited public transit services, especially the frequency of services. - o Annually promote the portability of Housing Choice Vouchers to help tenants move to communities of opportunity. - o Annually, promote the benefits of the HCV program to landlords to expand the inventory of rental properties accepting HCVs.	2019-2023	The City continues to contract with ECHO Housing to provide fair housing services for residents, housing providers, and housing professionals. The comprehensive Zoning Ordinance update is underway.

Jurisdiction	Seaside	
Reporting Period	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units									
Mobilehome Park Preservation									
Total Units by Income									

Cells in grey contain auto-calculation formulas

[illegible]

Jurisdiction	Seaside	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	74
	Non-Deed Restricted	0
Low	Deed Restricted	78
	Non-Deed Restricted	0
Moderate	Deed Restricted	73
	Non-Deed Restricted	0
Above Moderate		13
Total Units		238

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	1
Number of Proposed Units in All Applications Received:	225
Total Housing Units Approved:	225
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Seaside
Reporting Year	2020 (Jan. 1 - Dec. 31)

1

Please update the status of the proposed uses listed in the entity's application for funding and the c 50515.02 or 50515.03, as applicable.

Total Award Amount	\$
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Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tab

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted

Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

(CCR Title 25 §6202)

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Task Status

le A2)

[illegible]

Current Year
74
0
78
0

73
0
13
238

Current Year
0
0
0
0
0
0
0
0

· eligible uses specified in Section

Other Funding	Notes



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: March 18, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH GAYA COATING
CONSULTING FOR THE MUNICIPAL WATER TANK
REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED
\$10,000 FOR ADDITIONAL COATING INSPECTION SERVICES**

RECOMMENDATION

Adopt a Resolution (Attachment 1) authorizing the City Manager to execute an Amendment (Attachment 2) to the Professional Services Agreement with Gaya Coating Consulting Inc. for additional coating inspection services for the Municipal Water Tank Rehabilitation Project in the amount not to exceed \$10,000.

BACKGROUND

The Seaside Municipal Water System owns and operates two 500,000 gallon steel potable water storage tanks. On September 3, 2020, City Council awarded a construction contract to Olympus & Associates (Olympus) for maintenance improvements, including roof recoating of the two storage tanks. The scope of work included safety improvements to the tank exterior ladders as well as operational improvement to tank gauges and hatches. Based upon initial budget estimates, complete removal of the entire tank coating was not included in the scope of work. As part of construction, it is necessary to have a specially certified coating inspector onsite to ensure the project is constructed to the standards set forth in the project specifications. After soliciting proposals from various firms, on September 3, 2021 Gaya Coating Consulting Inc. (was retained to perform these special coating inspections.

After work on the tanks had begun, staff further studied available funds and concluded it was prudent to implement the complete recoating of the entire tank exteriors. On

January 21, 2021, Council approved a contract change order with Olympus to include the complete removal and re-coating of both tanks. The additional work substantially increased the amount of surface inspection and oversight required by Gaya Coating Consulting, Inc. Therefore, an Agreement amendment with Gaya Coating Consulting Inc. is appropriate.

Staff requested and the consultant has provided a proposal to complete the additional coating inspection. The additional services through the end of the project will amount to \$10,000. Staff recommends authorizing the City Manager to execute an Amendment to the Professional Services Agreement with Gaya Coating Consulting Inc. in the amount not to exceed \$10,000 for a total Agreement amount of \$42,280 to complete exterior tank coating inspections.

FISCAL IMPACT

The adopted budget for Water Tank Recoating Project, Account (401-8910-9556) is \$535,000. Current authorized contracts and encumbrances for the project total \$528,518, leaving a balance of approximately \$6,500. The project is 50% complete, and it is therefore prudent to maintain this remaining amount of \$6,500. The Department Equipment Account (401-8620-8187) has an available balance of \$15,000. Staff recommends a transfer of \$10,000 from the Department Equipment Account (401-8620-8187) to Water Tank Recoating Account (401-8910-9556) to fund the increase in the Agreement amount with Gaya Coating Consulting Inc.

ATTACHMENTS

1. Resolution
2. Amendment #1

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GAYA COATING CONSULTING INC. FOR ADDITIONAL COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE WATER TANK REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$10,000.

WHEREAS, the City operates a municipal water system which includes two 500,000 gallon water storage tanks which are in need of recoating and retrofitting of the existing appurtenances; and

WHEREAS, on September 3, 2020 City Council awarded a construction contract to Olympus & Associates for the Municipal Water Tank Rehabilitation Project which included recoating of the tank roofs; and

WHEREAS, it is necessary to have a certified coating inspector on site during the coating operation to ensure the project is performed to the standards set forth in the project specifications; and

WHEREAS, on September 3, 2020 the City Council awarded a Professional Services Agreement to Gaya Coating Consulting LLC in the amount of \$32,280 to conduct special coating inspections; and

WHEREAS, on January 21, 2021 after further evaluation of water tank rehabilitation needs and available budget, staff recommended and the council authorized a construction change order to Olympus & Associates for the complete removal and re-coating of the entire surface of both tanks; and

WHEREAS, the additional coating work substantially increased the amount of inspection oversight necessary to insure a successful completion of the coating project; and

WHEREAS, Gaya Coating Consultants, Inc. has submitted a budget amendment request for an additional \$10,000 to complete coating inspection services; and

WHEREAS, Staff verified the proposed scope of work and budget request are reasonable; and

WHEREAS, sufficient funds are available in the Fiscal Year 2020/21 budget in Department Equipment Account (401-8620-8187) to fund the additional work; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment to the Professional Services Agreement with Gaya Coating Consultants, Inc., for the Coating Quality Assurance Inspection Services for the Municipal Water Tanks Rehabilitation Project for an amount of \$10,000 such that the total Agreement amount does not to exceed \$42,280; and

BE IT FURTHER RESOLVED, the City Council of the City of Seaside authorizes the Finance Director to transfer \$10,000 to the Water Tanks Recoating (Acct# 401-8910-9556) from the Department Equipment (Acct# 401-8620-8187) where adequate funds are available.

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

CONTRACT AMENDMENT #1
COATING INSPECTION FOR THE WATER TANK EXTERIOR ROOF
RECOATING PROJECT

Date: March 8, 2021

Change Requested by: City X Consultant

Contract Date

Project Name

September 3, 2020

Coating Inspection for the Water Tank Exterior Roof Recoating Project

To (Consultant): Gaya Coating Consulting Inc., 2926 Thorn Rd, Sebastopol, CA 95472

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.

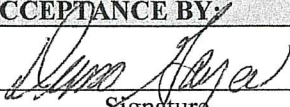
The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section V, "Payment"** to read as follows:

The AGENCY agrees to pay CONSULTANT 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 Forty-Two Thousand Two Hundred Eighty Dollars (\$42,280.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$32,280.00	\$0	\$10,000	\$42,280
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
27 Months	December 31, 2022	0	December 31, 2022

SUBMITTED BY:		
	Nisha Patel City Engineer	March 10, 2021
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Dennis Gaya President	MARCH 9, 2021
Signature	Name and Title	Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: March 18, 2021

**SUBJECT: APPROVAL OF A RESOLUTION MODIFYING THE POSITION
ALLOCATION LIST TO ADD ONE LEGAL ASSISTANT AND
ESTABLISHING THE SALARY AND BENEFITS FOR THE
POSITION**

RECOMMENDATION

Adopt Resolution modifying the position control list to add one full time legal assistant.

BACKGROUND

In addition to the City Attorney, the City Attorney's Office is currently staffed with one part-time Senior Administrative Assistant which is insufficient for the amount and type of work being performed. In order to effectively move the Council's priorities forward, and manage on-going litigation and support to City departments, the addition of a Legal Assistant is mission critical.

The position of Legal Assistant will be full-time, at-will, and unclassified. It is recommended the maximum salary be established at \$78,052 annually, which is equivalent to the position of Executive Assistant. The benefits for the position will be equivalent to those of the City's Confidential Non-Exempt employees.

The Legal Assistant will be unclassified due to the nature of the work and the fact that the position will serve at the will of the City Attorney where as positions that are "classified" work for the City Manager. Municipal Code Section 2.44.303 allows for newly created positions to be established as unclassified.

FISCAL IMPACT

The estimated cost of this position for Fiscal Year 2020 / 2021 will be \$10,435. In Fiscal Year 2021 / 2022, the estimated cost will be approximately \$85,000.

ATTACHMENTS

1. Legal Assistant Job Description
 2. Draft Resolution
 3. Compensation Plan Non-Exempt Unclassified Positions
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

LEGAL ASSISTANT

DEFINITION

Under minimal supervision, performs a variety of general legal office work in which assignments and procedures are indicated in general terms, but require the use of independent judgement; provides technical and office administrative duties in support of the City Attorney's Office, including the provision of varied and complex office duties; and performs related work as required. This is a confidential position.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the City Attorney. May provide functional direction to lower level administrative support positions.

CLASS CHARACTERISTICS

This is a single-position classification. It is distinguished from other administrative support classes in that the position provides highly technical and sensitive support to the City Attorney. Responsibilities require the exercise of independent judgment, technical knowledge of the specific area of assignment and of overall City activities.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Performs a wide variety of legal secretarial and administrative duties as required by daily operations in the City Attorney's office including preparing and processing legal documents (pleadings, briefs, orders, motions, legal memoranda, etc).
- Conducts legal research under the direction of the City Attorney; explains City Codes, legal policies and procedures; provides information upon inquiry.
- Interfaces with the Monterey Superior Courts and other courts to obtain hearing dates, performs court filings and arranges for service of process.
- Represents the City to the public, businesses, Council Members and other agencies at the request of the City Attorney.
- Receives and screens communications to the City Attorney including telephone calls and e-mail messages, and provides assistance using independent judgment to determine those requiring priority attention; prioritizes, channels, and facilitates communication from department heads, department coordinators, and the City Manager's office.
- Calendars litigation-related dates and deadlines; coordinates office activities and schedules; develops and recommends office procedures and systems; ensures smooth office operations.
- Reviews and summarizes miscellaneous reports and documents; prepares background documents as necessary.

- Maintains accurate and detailed records, verifies accuracy of information, researches discrepancies, and records information.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies policies and procedures in determining completeness of documentation, records, and files.
- Prepares, copies, collates, uploads and distributes a variety of documents, including agendas, bid packages, contracts, informational packets, reports, correspondence, and specifications; ensures proper filing of copies in departmental or central files.
- Organizes, coordinates, maintains, and updates departmental record systems; enters and updates information with office activity, files, and report summaries; retrieves information from systems as required.
- Researches and analyzes routine administrative projects for the City Attorney and City Council; prepares first draft reports on routine administrative matters.
- Receives and distributes incoming mail; reviews and evaluates mail to identify those items requiring priority attention of the City Attorney.
- Verifies financial data; processes payables; assists in the preparation and monitoring of budgets.
- Independently responds to letters and general correspondence of a routine nature.
- Makes travel arrangements for the City Attorney; maintains appointment schedules and calendars; and arranges meetings and conferences.
- Attends Management, City Council committee and other meetings and take minutes, as directed by the City Attorney.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Legal terminology and the forms, software, and documents used in legal clerical work.
- Legal procedures and practices involved in proof-reading and reviewing, processing, and filing a variety of legal documents used in Civil and criminal litigation, administrative matters, and small claims court.
- Creative and innovative techniques for performing assignments.
- Business correspondence formatting.
- Basic mathematical computations, accounting and record keeping.
- Basic budgeting theories and principles.
- Modern office administrative and secretarial practices and procedures, including the use of standard office equipment.
- Computer applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with the public, vendors, contractors and City staff, in person and over the telephone.

Ability to:

- Perform technical, specialized, complex and difficult office administrative work requiring the use of independent judgment.

- Interpret and implement policies, procedures and computer applications related to the department or organizational unit to which assigned.
- Analyze and resolve office administrative and procedural problems.
- Perform basic research and preparing reports and recommendations.
- Oversee projects or programs and/or lead, monitor, and evaluate the work of staff.
- Use initiative and independent judgment within established policy and procedural guidelines.
- Provide complex office administrative support in the areas of procurement, budgeting, report preparation and staff communication.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Maintain strict confidentiality.
- Use English effectively to communicate in person, over the telephone and in writing.
- Establish and maintain effective working relationships with those contacted in the course of the work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to completion four (4) years of office administrative experience reporting to a high level manager with at least two (2) years experience working in a legal office. Completion of a four year degree is highly desirable.

Licenses and Certifications:

- Possession of a valid California Class C Driver's License at time of hire.
- Completion of an approved Paralegal Program is highly desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing city policies and procedures.

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO
ADD ONE LEGAL ASSISTANT AND TO ESTABLISH THE SALARY AND BENEFITS FOR
THE POSITION**

WHEREAS, the City's Position Allocation List may be amended on recommendation of the City Manager and approval by the City Council; and

WHEREAS, there is a need to add one Legal Assistant; and

WHEREAS, the Legal Assistant will be unclassified, non-exempt, and at-will; and

WHEREAS, the top step salary will be set at \$78,052; and

WHEREAS, the Council approves the Non-Exempt Compensation Plan for Unclassified Positions describes the benefits for the position; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the Compensation Plan for Non-Exempt Unclassified Positions and the modification to the Position Allocation List and the Salary Schedule.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of March 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
Compensation Plan for Unclassified Positions
Effective September 6, 2019

1. **APPLICATION:** This Compensation Plan applies to non-exempt job classifications established as unclassified.
2. **EMPLOYMENT STATUS:** In accordance with Municipal Code Section 2.44.030, employees not included in the classified service shall serve at the pleasure of their appointing authority and they may be terminated or disciplined at will without any right of appeal.
3. **SPECIAL PAY:**
 - A. **Longevity Pay:**
 - a. Employees with eight or more years of City service shall receive 2.5% longevity pay.
 - b. Employees with fifteen or more years of City service shall receive an additional 2.5% longevity pay (5% total).
 - B. **Spanish Bilingual Pay:**
 - a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of City provided testing and approval of the Appointing Authority.
 - b. Upon approval of the Appointing Authority, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½% premium above base pay after successful completion of City provided testing.
 - c. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
 - d. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.
 - e. Unless recommended approved by the Appointing Authority, bilingual pay will be for Spanish only.
4. **OVERTIME:**
 - A. **Pre-Approval:**

Requests for overtime that can be scheduled should be pre-approved by the Appointing Authority or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Appointing Authority discretion.
 - B. **Overtime Calculation:**

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an

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employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

C. FLSA Work Period / Work Week

For employees on 5/8 or 4/10 work schedules, the work period for FLSA overtime purposes begins on Saturday at 12:00 am and ends on Friday at 11:59 pm and regularly recurs. For employees on 9/80 work schedules, the work period for FLSA overtime purposes begins four hours into each employee's alternating eight hour shift.

D. Maximum Compensatory Leave Balance:

Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Appointing Authority. Personnel may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime.

5. ADMINISTRATION OF PAY PLAN:

A. Anniversary Date

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.
- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

B. Salary Ranges

- a. The five (5) steps of each salary range shall be interpreted and applied as follows:
- b. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- c. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Appointing Authority and approval by the City Manager.

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- d. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Appointing Authority and approval by the City Manager.
- e. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Appointing Authority and approval by the City Manager.
- f. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Appointing Authority and approval of the City Manager.
- g. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
- h. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
- i. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- j. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.
- k. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- l. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to

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part-time salaried as well as full-time salaried employees.

- m. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

6. RETIREMENT:

A. Tier 1 - CalPERS 2% @ 55

- a. Eligibility: Employees determined by CalPERS to be “classic members.”
- b. Employee Contribution: Employees will pay the 7.0% employee contribution to PERS.

B. Tier 2 - CalPERS 2% @ 62 Plan

- a. Eligibility: Employees determined by CalPERS to be “new members.”
- b. Employee Contribution: Employees will pay 50% of the normal cost as determined annually by CalPERS.

C. Survivor Benefits: The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

D. Deferred Compensation: The City will pay up to one hundred dollars (\$100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Contributions will be made on a bi-monthly basis (24 xs per year @ \$50 each).

7. HEALTH AND WELFARE BENEFITS

A. Medical Contributions:

a. MCSIG PPO \$40 (70/30 Plan).

The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCISG PPO \$25 (80/20 Plan).

Employees electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City’s contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City’s contribution for the PPO \$40 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

B. Dental and Vision Contributions: The City will contribute towards the cost of the employee’s dental and vision insurance as follows:

Dental

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Employee Only:	\$44.80
Employee + Spouse:	\$92.90
Employee + Children:	\$102.74
Employee + Family:	\$150.85

Vision

Employee Only:	\$5.35
Employee + 1:	\$5.78
Employee + Family:	\$13.12

- a. **Annual Premium Adjustments:** The City and the employee will split the cost of any increase or decrease to the premium on a 50/50 basis.
- C. **Life Insurance:** The City will provide term life insurance for all Employees in the amount of two times the employee's annual salary.
- D. **Long-Term Disability:** The City shall pay the cost of a long-term disability program.
- E. **IRS Section 125 Plan:** The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.
- F. **Wellness Program:**
 - a. **Health Club Membership:** The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.
 - b. **City Swimming Pool:** Employees and their families will have use of City swimming pool at no cost and may have resident's fee and early-bird sign up for swim classes.

8. LEAVE BENEFITS:

- A. **Vacation:** the Appointing Authority has the authority to start a new employee covered under this compensation plan anywhere within the accrual schedule and provide them with a starting leave bank of vacation.
 - a. **Accrual Rates:** The regular accrual rate shall be:

Years of City Service	Accrual Rate per year
Up to 4	10 days

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5 – 9	15 days
10 – 14	17 days
15 – 19	20 days
20 – 24	21 days
25 +	25 days

- b. **Vacation Upon Termination:** Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.
- c. **Maximum Accumulation:** Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March.
- d. **Cash Out:** The City will allow employees to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.
- e. **Accumulation during OJI Leave:** An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
- f. **No Interruption of Accumulation:** No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

- a. **Accrual:** Each employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. At his / her discretion, the Appointing Authority may provide a new employee with a starting leave bank.

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- b. **Sick Leave Use:** Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
- c. **Bereavement Leave:** Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

C. On-The-Job Injury Leave:

a. Leave of Absence:

Whenever an employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

- b. **Leave Accrual:** An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.
- c. **Temporary Disability Benefits:** The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
- d. **Use of Accumulated Leaves:** Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays: All employees in a pay status for the majority of a pay period shall be entitled to the following holidays:

- First day of January (New Year's Day)
 - Third Monday in January (Martin Luther King Observance)
 - Third Monday in February (President's Day)
 - Thirty-first day of March (Cesar Chavez Day)
 - Last Monday in May (Memorial Day)
 - Fourth day of July (Independence Day)
 - First Monday in September (Labor Day)
 - Eleventh day of November (Veteran's Day)
 - Fourth Thursday of November (Thanksgiving Day)
 - Day following Thanksgiving Day
 - Working day immediately preceding Christmas Day (Christmas Eve)
 - Twenty-fifth day of December (Christmas Day)
- e. **Holiday Calculation:** Holidays shall be calculated as 8 hours.
 - f. **Memorials:** Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a

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memorial, public fast, Thanksgiving, or holiday.

- g. **Holidays on Sunday:** When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.
- h. **Holidays on Saturday:** When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

E. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

9. CONTINUING EDUCATION AND PROFESSIONAL GROWTH

A. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Appointing Authority. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$500 per fiscal year for Certificate Program and AA plan and \$3,000 per fiscal year for BA and MA plan.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's Appointing Authority indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.

B. Educational Incentive Pay:

- a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%
- b. Completion of AA/AS degree – 3%
- c. Completion of BA/BS degree – 4.5%
- d. Completion of MA/MS degree – 6%
- e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.
- f. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.
- g. Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

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10. WORK SCHEDULE:

Employees will work a 40 hour work week. The work schedule shall be defined by the Appointing Authority. Consistent with City past practice the Appointing Authority shall consider alternative work schedule requests and approve where such alternative schedules meet the best interest of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Appointing Authority has the sole discretion to decide whether to approve or deny such alternative schedules.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha, Associate Planner
Gloria Stearns, Community Development Manager

DATE: March 18, 2021

**SUBJECT: INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE
MUNICIPAL CODE TITLE 19 COMMERCIAL CANNABIS
ACTIVITIES TO EXPAND THE TOTAL NUMBER OF
DISPENSARIES ALLOWED, ADDING NEW DEFINITIONS AND
TEXT AMENDMENTS (FIRST READING)**

RECOMMENDATION

Approve first reading of an ordinance amending sections of Seaside Municipal Code Title 19 Commercial Cannabis activities to expand the total number of dispensaries allowed, adding new definitions and text amendments.

BACKGROUND

The original cannabis ordinance was presented to Council in September 2017, with a staff recommendation for three dispensaries of each type: medical and adult. However, Council modified the recommendation and chose to issue six dispensary permits of each type to be issued Use Permits for cannabis dispensary operations, effective December 2017.

Prior to the meeting, all eligible dispensaries had filed applications and were ranked according to the point system outlined in the ordinance. When Council selected the six dispensaries, it skipped over one of the ranked applicants, TokeMed and Seaside Group, LLC, to choose a lower ranked applicant (based on the applicant being a local). It should be noted that TokeMed and Seaside Group, LLC is also a local applicant.

The revised Ordinance would still require that all dispensaries execute an Operations Plan, which will include among other things operations, security plan and community

benefit plans.

The update to this ordinance would accomplish the following:

1. Increase the number of dispensaries both in the West Broadway Urban Village (WBUV) as well as citywide. In the WBUV, there will be not more than six dispensaries and citywide there will be not more than three dispensaries; and
2. Modify the minimum required distance between dispensary operations. In the WBUV the minimum distance between dispensaries will be 400 feet and citywide, the minimum distance will be 700 feet; and
3. Will allow for dispensaries to have multiple Assessor's Parcel Numbers (APNs). Currently, two dispensaries already fall into this situation: The Reef and Perfect Union. SMC 19.02.010.E would state that APNs must be directly adjacent. If APNs are separated by a public street, then a second Conditional Use Permit would be required for the second site; and
4. Delivery will be updated to become consistent with State law from 2018 (SMC 19.02.090), which allows delivery in, and across, every jurisdiction in California. Local jurisdictions may not disallow cannabis deliveries; and
5. Clarify the process for transfer of ownership. Previously, ownership transfers were handled by requiring LiveScan, reviewing operating plans, security plans, and establishing a new Development Operating Agreement. SMC 19.08.010.F clarifies items needed to transfer a cannabis dispensary ownership; and
6. Removes the process for new dispensary applications from the ordinance and instead recommends dispensary application requirements be adopted by resolution. This will allow for easier updates to the required application information. The initial resolution outlining the requirements can be found in Attachment 1; and
7. Defines microbusiness, which will be used when SMC 17 Table 2-4 will be updated; and
8. Require a Conditional Use Permit for cannabis dispensaries rather than a Use Permit.

Upcoming Cannabis Business

If this updated ordinance passes, staff will issue a Planning Commission notice to begin amendments to Seaside Municipal Code (SMC) 17.14.030, Table 2-4: *Allowed Land Uses and Permit Requirements* to update the discretionary permit type from Use Permit to Conditional Use Permit.

At the March 18, 2021 Council meeting, the annual cannabis status report will be presented. This will include information regarding: financial performance, business operations, community benefits, security concerns, general cannabis business trends, as well as information regarding new State regulations.

FISCAL IMPACT

Increasing the number of tax-revenue generating cannabis dispensaries may positively impact the General Fund.

ATTACHMENTS

1. Draft Ordinance Cannabis
 2. Exhibit A Chapter 19 Cannabis Activities
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE TITLE 19 COMMERCIAL CANNABIS ACTIVITIES TO INCREASE THE NUMBER OF TOTAL DISPENSARIES AND OTHER TEXT AMENDMENTS, (FIRST READING - ROLL CALL VOTE)

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

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Proposed text amendments to Seaside Municipal Code Title 19, to increase the number of dispensaries and to harmonize the Title with state law.

FINDINGS

WHEREAS State law has made changes to the way cannabis activities may be carried out; and

WHEREAS, cannabis activities since inception of Title 19 have provided a much needed source of income to the City with a minimum of issues; and

WHEREAS, changing the permit system to a conditional use permit allows the City more flexibility to determine future cannabis locations and to monitor and regulate transfers of the cannabis operations.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Municipal Code will not result in direct or indirect changes to the environment and do not meet the definition of a project under CEQA. (14 CCR 15378(b)).

SECTION 3. PROPOSED TEXT AMENDMENT

This ordinance incorporates the attached text amendments to Seaside Municipal Code Title 19 as reflected on the attached Exhibit A. The new language is shown in underline and removed language is shown in strikeout.

SECTION 4. EFFECTIVE DATE

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

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of March, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the __ day of _____, 2021, by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

Title 19

COMMERCIAL CANNABIS ACTIVITIES

Chapters:

- 19.01 Definitions**
- 19.02 Cannabis Dispensaries and Operating Standards**
- 19.03 Commercial Cannabis Cultivation and Operating Standards**
- 19.04 Commercial Cannabis Testing, Manufacturing, and Research and Development Operating Standards**
- 19.05 Cannabis Transport and Distribution**
- 19.06 Public Hearing**
- 19.07 Ranking and Allocation Procedure and Criteria**
- 19.08 Selection Criteria**
- 19.09 Enforcement**
- 19.10 Appeals Procedure**
- 19.11 Severability**

Chapter 19.01

DEFINITIONS

Sections:

19.01.010 Definitions.

19.01.010 Definitions.

The following words or phrases, whenever used in this title, shall be given the following definitions:

“Adult cannabis” or “adult cannabis product” means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by adults in California pursuant to the Adult Use of Marijuana Act of 2016 (Proposition 64), found at Section 11362.1 of the Health and Safety Code. For the purposes of this title, “adult cannabis” does not include “industrial hemp” as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

“Bureau” means the Bureau of Medical Marijuana Regulation within the California Department of Consumer Affairs.

“Cannabinoid” or “phytocannabinoid” means a chemical compound that is unique to and derived from cannabis.

“Cannabis concentrate” means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product’s potency.

“Canopy” means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site.

“Certificate of accreditation” means a certificate issued by an accrediting body to a licensed testing laboratory, entity, or site to be registered in the state.

“Commercial cannabis activity” means the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, on-site consumption or sale of medical or adult cannabis or a medical or adult cannabis product.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of medical or adult cannabis. Within the definition of “cultivation,” specific license types correspond to state cultivator license types set forth in California Business and Professions Code Section 19332(g).

“Delivery” means the commercial transfer of medical or adult cannabis, or medical or adult cannabis products from a dispensary, up to an amount allowed by the Bureau, to a primary caregiver, qualified patient or adult as defined in Section 11362.7 of the California Health and Safety Code, or a testing laboratory.

“Dispensary” means a facility where medical cannabis, medical cannabis products, adult cannabis, adult cannabis products or devices for the use of medical or adult cannabis or medical or adult cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers medical cannabis and medical cannabis products as part of a retail sale.

“Distribution” means the procurement, sale, and transport of medical or adult cannabis and medical or adult cannabis products between entities licensed pursuant to this chapter.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

“Greenhouse” means a fully enclosed permanent structure with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental artificial lighting for cultivation.

“Identification card” has the same definition as in Section 11362.7 of the California Health and Safety Code, as it may be amended.

“Licensee” means a person issued a state license under Chapter 3.5 (commencing with Section 19300) of the California Business and Professions Code to engage in a commercial medical or adult cannabis activity.

“Licensing authority” means the state agency responsible for the issuance, renewal, or reinstatement of a license for commercial medical or adult cannabis activities, or the state agency authorized to take disciplinary action against the license.

“Manufactured cannabis” or “cannabis product” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.

“Manufacturing site” means a location that produces, prepares, propagates, or compounds manufactured medical or adult cannabis or medical or adult cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.

“Medical cannabis” or “medical cannabis product” means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. For the purposes of this title, “medical cannabis” does not include “industrial hemp” as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

“Microbusiness” means a licensee that engages in the cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer (Type 6), and retailer, as specified in an application. In order to hold a microbusiness license, a licensee must engage in at least three (3) of the four (4) listed commercial cannabis activities.

“Nursery” means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of medical or adult cannabis.

“Permittee” means a person issued a commercial cannabis permit under Chapter 19.02 SMC.

“Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

“Primary caregiver” has the same definition as in Section 11362.7 of the California Health and Safety Code, as it may be amended.

“Public park” means an area created, established, designated, or maintained by a special district, a county, the state, or the federal government for public play, recreation, or enjoyment or for the protection of natural resources and features at the site.

“Qualified patient” has the same definition as in Section 11362.7 of the California Health and Safety Code, as it may be amended.

“State” means the state of California.

“State license,” “license,” or “registration” means a state license issued pursuant to California Business and Professions Code Sections 19300, et seq.

“Testing laboratory” means a facility, entity, or site in the state that offers or performs tests of medical cannabis or medical cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state; and
2. Registered with the California State Department of Public Health.

“Transport” means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial medical cannabis activity authorized pursuant to the California Business and Professions Code Sections 19300, et seq. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.02

CANNABIS DISPENSARIES AND OPERATING STANDARDS

Sections:

- 19.02.010 Cannabis dispensaries.
- 19.02.020 Eligibility requirement.
- 19.02.030 Operation plan.
- 19.02.040 Dispensing.
- 19.02.050 Members and employees of medical dispensaries.
- 19.02.060 Adult dispensaries.
- 19.02.070 Security.
- 19.02.080 Signage.
- 19.02.090 Delivery.
- 19.02.100 Neighborhood compatibility.
- 19.02.110 Consumption of cannabis, tobacco, or alcohol.
- 19.02.120 Regulatory fees, seller's permit.

19.02.010 Cannabis dispensaries.

A. The city manager shall issue valid conditional use permits for operation of adult or medical cannabis operations in such numbers as authorized by the city council. – The total number of conditional use permits shall not exceed six valid dispensaries of each type within the West Broadway Urban Village and a total of three dispensaries of each type City-wide not located in the West Broadway Urban Village. Initially that number shall be no more than six valid dispensaries of each type.

B. Whenever possible, adult and medical cannabis dispensaries shall be located paired with and operated adjacent to a dispensary of the other type. An adult dispensary shall be collocated with a medical dispensary when possible.

C. No cannabis dispensary of any type shall be located within six hundred feet of any public or private school providing instruction in any grade kindergarten through 12, but not including any home schooling, and shall be located in a commercial or industrial zone as approved in SMC Title 17.

D. Dispensaries not located in the West Broadway Urban Village Specific Plan ~~or immediately adjacent parcels~~ shall not be located within ~~one thousand~~ 700 feet of another dispensary located outside the West Broadway Urban Village Specific Plan unless adjacent to a collocated dispensary of the opposite type as set forth in subsection B of this section. Those located in the West Broadway Urban Village Specific Plan shall not be located within ~~five~~ 400 hundred feet of another dispensary located within the West Broadway Urban Village Specific Plan unless adjacent to a collocated dispensary of the opposite type as set forth in subsection B of this section. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

E. No cannabis dispensary use permit of any type shall be allowed on more than one assessor's parcel number (APN), unless such APN is directly adjacent to the primary APN. APN's separated by public streets shall require a separate conditional use permit.

19.02.020 Eligibility requirement.

A. No person shall own any interest or maintain any position, including employee, with a dispensary other than that of a member convicted of any of the following crimes within the time limit specified:

1. Homicide, at any point in the past.
2. Any serious felony listed in Penal Code Section 1192.7(c) or 667.5(c) within the past ten years.
3. Penal Code Sections 243 through 247, except for 243(a), which essentially include various forms of assault and battery within the past ten years.

4. Health and Safety Code violations of Section 11357(d) or (e), or 11361, or Article 1, 3, 5, 6 or 7 of Chapter 6 of Division 10 relating to certain possession of concentrated cannabis or sale on school grounds within the past ten years.

5. Health and Safety Code violation of Sections 11358, 11359, and 11360 relating to illegal cultivation, importation, or sale of marijuana plants within the past three years.

B. Such other information deemed necessary including background investigation and a Live Scan background check of the applicant, for the city manager to determine compliance with the city's municipal code.

C. All applicants shall pay a dispensary permit application fee, a permit fee, and all inspection fees that may be required as part of the application process, as specified by resolution in the city's master fee schedule.

D. Each applicant for a dispensary permit application shall submit notarized, written authorization from the property owner(s) that a commercial cannabis business may be operated at the proposed site, and clearance from the city planning department showing that the location proposed is legally authorized in the zoning ordinance.

E. The name and address of managers or responsible agents of the commercial cannabis business shall be supplied, which shall be updated not less frequently than annually or upon any change of manager or responsible agent at any time. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.030 Operation plan.

A. All applicants must provide a plan of operations that will describe how the dispensary will operate consistent with state law and the provisions of this chapter including but not limited to implementation of controls to ensure medical or adult cannabis will be dispensed only to qualified adults, and qualified patients and primary caregivers as appropriate. Dispensaries shall comply with Health and Safety Code Sections 11362.7 et seq. and any other state laws that may be adopted concerning medical or adult cannabis, California's Medical Marijuana Regulation and Safety Act, the Adult Use of Marijuana Act, the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, and any other applicable city laws or regulations, and shall pay all applicable state or local taxes. Dispensaries shall also comply with the operating standards set forth in this section. Operation Plans are unique to the operator of the dispensary and are therefore not transferable, except as otherwise set forth in this chapter.

B. Medical dispensaries may consist only of members. Medical dispensaries may only obtain medical cannabis from, and supply medical cannabis to, their members.

C. No person other than a member may cultivate medical cannabis on behalf of a dispensary.

D. The scale of cultivation by or on behalf of a medical dispensary shall be proportional to its member load as defined by the state of California.

E. Medical cannabis dispensaries may not admit any person as a member without first verifying his or her status as a qualified patient or primary caregiver as defined by state law, and shall immediately cancel the membership of any person who diverts medical cannabis for nonmedical use or in any manner not permitted by this chapter or state law.

F. Physicians' recommendations shall be verified by the medical dispensary prior to granting membership and at least every twelve months thereafter, and a physical or digital record shall be kept of such verification. No medical cannabis may be dispensed except to a member and pursuant to a recommendation that is no more than twelve months old, unless the recommendation expressly states that it has a longer term or does not expire.

G. Non-diversion. Medical dispensaries shall take all practicable steps necessary to prevent and deter diversion of medical cannabis to nonmembers. Dispensaries must limit access to medical cannabis, medical cannabis products and edibles to authorized personnel only, and must maintain an inventory management system that accounts for all medical cannabis, medical cannabis products and edibles.

H. Adult dispensaries must comply with all aspects of the Adult Use of Marijuana Act and must receive a license from the state prior to start of operations, and shall maintain license throughout operations. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.040 Dispensing.

A. A medical dispensary may not dispense to any person who is not a member, and may not dispense to anyone without first verifying membership.

B. A medical dispensary may not provide more medical cannabis to an individual than is necessary for that person's personal medical use and pursuant to any physician's directive.

C. A medical dispensary may not distribute free samples for promotional purposes outside of the dispensary premises.

D. No medical dispensary shall dispense medical marijuana from more than one location in the city of Seaside.

E. No owner of a medical dispensary in the city shall open a second dispensary in the city; except that medical dispensaries and collocated or adjacent adult dispensaries may have the same ownership. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.050 Members and employees of medical dispensaries.

A. All employees and volunteers of medical dispensaries must be at least eighteen years of age and qualified to be in the facility.

B. Medical dispensaries may not admit any person under eighteen years of age to membership without written authorization of a parent or legal guardian. Any member under eighteen years of age shall be accompanied by a parent or legal guardian at all times that such person is at the dispensary. This requirement may not be transferred to any other adult orally or in writing.

C. All owners and operators of a medical dispensary must hold a valid and current use permit and cannabis development/operating agreement from the city of Seaside as required by provisions of this chapter. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.060 Adult dispensaries.

All adult dispensary facilities shall comply with all state and local laws and regulations, including SMC Title 17 and this title.

A. No adult dispensary may dispense to any person not twenty-one years of age or older.

B. No adult dispensary may distribute free samples for promotional purposes outside of the interior of the dispensary premises.

C. No adult dispensary shall dispense cannabis from more than one location in the city of Seaside, except that, subject to state requirements, it may have a collocated or adjacent medical and adult location as set forth in SMC 19.02.010.

D. No owner of any adult dispensary in the city shall own or possess any ownership interest in a second adult dispensary in the city, except the owner of an adult dispensary may also own or possess an ownership interest in a collocated or adjacent medical dispensary as set forth in SMC 19.02.010.

E. All adult dispensaries shall hold a valid and current use permit and cannabis development/operating agreement from the city of Seaside as required by provisions of this chapter. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.070 Security.

A security plan, as a separate document, outlining the proposed security arrangements to deter and prevent unauthorized entrance into areas containing medical or adult cannabis or medical or adult cannabis products, and theft of medical or adult cannabis or medical or adult cannabis products at the dispensary, in accordance with minimum security measures required by state law and the requirements herein, shall be created by the applicant and

approved by the city prior to commencement of any operations at any dispensary. The security plan shall be reviewed and approved by the police department and the office of the city manager and shall be exempt from disclosure as a public record pursuant to Government Code Section 6255(a).

A. Dispensaries shall provide adequate security and lighting on site to ensure the safety of persons and protection of the premises from theft and other crimes at all times. Exterior lighting shall be of sufficient intensity to illuminate all areas of the parking lot or adjacent areas, if any. Such lighting shall comply with the provisions of SMC 17.30.070.

B. Dispensaries must maintain adequate security guards and surveillance camera coverage of their entire grounds to an extent sufficient to ensure the safety of persons and deter crime. Surveillance cameras must be maintained in good condition, and use a format approved by the city manager or his/her designee, which results in adequate quality, color rendition and resolution to allow the ready identification of any individual on the premises. The surveillance cameras shall be operated twenty-four hours per day, seven days per week whether the facility is open or not. The areas to be covered by the security cameras include, but are not limited to, dispensing areas, storage areas, cultivation areas, all doors, parking lots, anyplace where new product is delivered and any other area determined by the city manager or his/her designee to be appropriate. Surveillance footage must be retained for a period of ninety days and made available to the Seaside police department at any time promptly upon request without the necessity of a warrant or subpoena.

C. Dispensaries must be equipped with an alarm system that is operated and monitored by a security company licensed by and in good standing with the California Department of Consumer Affairs. Alarms shall be maintained and in good working condition at all times and able to be manually triggered by employees.

D. In order to prevent unauthorized entry during nonbusiness hours, a dispensary shall either secure all points of entry with bars, retractable, folding or sliding metal gates, or metal roll-up or accordion doors, none of which may be visible from the exterior, or provide at least one security guard at all times during those hours.

E. Any security guards employed by dispensaries shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel may not be armed while on duty.

F. All medical or adult cannabis, medical or adult cannabis products and edibles, except for small amounts used for display purposes and samples for immediate sale, shall be securely stored in a locked area at all times, and all access to such areas shall be locked and under the control of staff at all times.

G. Dispensaries shall make transactions with payment methods other than cash when feasible. All cash received, except that needed for retail customer transactions, shall be kept in a secure receptacle such as a drop safe or similar type of safe.

H. Dispensaries shall notify the Seaside police department and any licensing authority within twenty-four hours after discovering any of the following:

1. Significant discrepancies identified during inventory;
2. Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary;
3. The loss or unauthorized alteration of records related to medical or adult cannabis, registered qualifying patients, primary caregivers, or dispensary employees or agents; or
4. Any other breach of security. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.080 Signage.

Signs shall be posted at dispensaries as set forth following:

A. Signs shall be posted as appropriate at the entrance to any dispensary that includes the following language. The required text shall be of sufficient size to be easily read from a distance of five feet and illuminated at night.

FOR MEDICAL:

This Dispensary only provides Medical Cannabis to its members 18 years or older who must have a legally recognized California Medical Cannabis Identification Card or a verifiable, written recommendation from a physician for Medical Cannabis.

FOR ADULT:

This Dispensary only provides Cannabis to adults 21 years age or older who qualify under the Adult Use of Marijuana Act and applicable state law. No person under the age of 21 may enter or loiter within 50 feet of this facility. Providing cannabis products to those under 21 is illegal and shall be prosecuted to the fullest extent of the law.

B. A sign shall be posted in a conspicuous location inside the dispensary advising:

FOR MEDICAL:

This Dispensary is registered in accordance with the laws of the City of Seaside. The sale of marijuana and the diversion of marijuana for non-medical purposes are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

FOR ADULT:

This Dispensary is registered in accordance with the laws of the City of Seaside. The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

C. No cannabis products or graphics describing cannabis shall be visible from the exterior of the property.

D. Signage for a dispensary shall comply with Chapter 17.40 SMC. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.090 Delivery.

If the dispensary operations are proposed to include delivery, all employees of a dispensary delivering medical or adult cannabis or medical or adult cannabis products shall carry a copy of the documentation listed below when making deliveries. This information shall be provided upon request to law enforcement officers and to employees of state and local agencies enforcing this chapter or other local laws and regulations. ~~Deliveries from dispensaries are not permitted in jurisdictions that prohibit such deliveries.~~

A. A copy of the dispensary's current permits, licenses, and entitlements authorizing them to provide delivery services, including permission to delivery in jurisdictions other than the city if that is the intent of the delivery;

B. The employee's government-issued identification;

C. A copy of the delivery request; and

D. Chain of custody records for all goods being delivered. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.100 Neighborhood compatibility.

A. Dispensaries shall be operated in a manner that ensures neighborhood compatibility, and the owner of such facility shall take all steps necessary to ensure that customers, vendors, or others visiting the facility do not create neighborhood disturbances or nuisances.

B. Dispensaries shall provide the police department and all residents and property owners within one hundred feet with the current name, phone number, secondary phone number and e-mail address of an on-site responsible staff person to whom notice of any operating problems associated with the establishment may be reported. This information shall be updated as necessary to keep it current. Dispensaries shall encourage neighbors to call this person to try to solve any operating problems. Such calls may be anonymous and need not include an identity of the caller or number.

C. All dispensaries shall have an on-site manager responsible for overall operation at all times they are open, and shall provide the police department with contact information for all such persons, including telephone number, street address and e-mail address. Dispensaries shall also provide the police department with the current name and phone numbers of at least one twenty-four-hour on-call manager. This information shall be updated as necessary to keep it current.

D. Dispensaries shall take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties. Such conditions include, but are not limited to: smoking; creating a noise disturbance; drinking; loitering; littering; urinating or defecating, and production of graffiti.

E. Dispensary will be of an architectural and visual quality and character which harmonizes with, and enhances, the surrounding area, and the design will avoid unduly large or obtrusive signs, unlandscaped parking areas, unduly bright or garish lighting, or design features which encourage loitering as determined by the zoning administrator.

F. Dispensaries will ensure that adequate litter receptacles will be provided and maintained where appropriate.

G. Where the dispensary or delivery-only dispensary is in proximity to residential uses, it will be limited in hours of operation, and designed and operated so as to avoid disruption of residents' sleep.

H. No cannabis or cannabis odors shall be detectable by sight or smell outside of a permitted facility.

I. Dispensaries shall ensure all graffiti is removed from property and parking lots under their control within twenty-four hours of its appearance.

J. Dispensaries shall operate only between the hours of nine a.m. and ten p.m. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.110 Consumption of cannabis, tobacco, or alcohol.

A. Smoking of cannabis is prohibited at dispensaries, including areas in and around the facility, except as noted herein.

B. Sale, smoking, or consumption of tobacco products is prohibited at dispensaries.

C. Sale, possession, or consumption of alcoholic beverages at dispensaries is prohibited, and dispensaries shall prohibit any person in possession of an alcoholic beverage from entering or remaining on the premises.

D. This section does not prohibit the testing of medical or adult cannabis products by staff of a dispensary or the use of tinctures or topical medical cannabis products that do not have intoxicating effects. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.02.120 Regulatory fees, seller's permit.

In addition to any other required conditions and mitigation measures approved by the city or state, all of the following conditions shall apply to all permits for a medical or adult cannabis dispensary:

A. The cannabis dispensary shall allow access to dispensary facilities and records if requested by the city, its officers, or agents, and shall pay for an annual inspection and submit to other inspections from the city or its officers to verify compliance with all relevant rules, regulations, and conditions.

B. The applicant, owner, and all permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the city or their designee.

C. Any person operating a medical or adult cannabis dispensary shall obtain a valid and fully executed commercial medical or adult cannabis permit pursuant to this chapter of the Seaside Municipal Code prior to commencing operations, and must maintain such permit in good standing at all times in order to continue operations.

D. Upon implementation of state regulations pursuant to California Business and Professions Code Section 19320, a valid license from the state shall be required to operate any commercial medical cannabis activity.

E. The owner shall post or cause to be posted on site a copy of the use permit, the cannabis development/operating agreement, and all required city, county and state permits and licenses required to operate the dispensary. Such posting shall be in a central location, visible to the patrons, at the operating site, and in all vehicles that deliver or transport marijuana.

F. The owner shall be responsible for ensuring that all commercial medical cannabis activities at the site operate in good standing with all permits and licenses required by the Seaside Municipal Code and state law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial medical cannabis activities at the site who do not maintain permits or licenses in good standing with the city or state shall be grounds for the suspension or revocation of the required development/operating agreement, and may constitute grounds for cancellation of the required development/operating agreement pursuant to Chapter 17.80 SMC.

G. Dispensaries shall comply with all physical accessibility requirements of the Americans with Disabilities Act. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.03

COMMERCIAL CANNABIS CULTIVATION AND OPERATING STANDARDS

Sections:

19.03.010 Commercial cannabis cultivation and operating standards.

19.03.010 Commercial cannabis cultivation and operating standards.

A. It is hereby declared to be unlawful and a public nuisance for any person or persons owning in whole or in part, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the city of Seaside to undertake any cannabis operation regulated by SMC Title 17 and this title except as provided therein.

B. No medical or adult cannabis at the premises or location shall be visible by the public from any public or other private property outside the interior of the facility.

C. No medical or adult cannabis shall be dispensed from a cultivation site and such cultivation sites shall not be open to the public. In no case shall a building intended for residential use be used for the cultivation of cannabis. The maximum size of any areas of cultivation shall not exceed any restrictions outlined in state law.

D. Security measures sufficient to restrict access to cultivation sites to only those persons allowed and intended to be there, and to deter trespass and theft of medical or adult cannabis or medical or adult cannabis products shall be provided and maintained. If on-site security is utilized, security shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

E. Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife.

F. Water conservation measures, water capture systems, or grey water systems shall be incorporated in medical cannabis cultivation operations in order to minimize use of water where feasible.

G. A minor use permit for medical cannabis cultivation shall not be granted by the city unless all of the following findings are made based on substantial evidence:

1. The cultivation, as proposed, will comply with all of the requirements of the state and city, and any additional conditions of license for the cultivation of medical or adult cannabis.
2. The cultivation, as approved and conditioned, will not result in significant unavoidable impacts on the environment.
3. The cultivation includes adequate measures that minimize use of water for cannabis cultivation at the site.
4. The cultivation includes adequate measures to address the projected energy demand for cannabis cultivation at the site.
5. The cultivation includes adequate quality control measures to ensure cannabis cultivated at the site meets industry standards.
6. The cultivation includes adequate measures that address the federal enforcement priorities for cannabis activities including restricting access to minors, and ensuring that cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the state and not distributed out of state.
7. The applicant, property owner, and permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the city of Seaside or their designee.

8. Any person cultivating cannabis shall obtain a valid and fully executed commercial cannabis permit pursuant to Chapter 5.04 SMC prior to commencing operations and must maintain such permit in good standing in order to continue operations.

9. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by state law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial cannabis activities at the site who do not maintain permits or licenses in good standing with the city, county or state may be grounds for seeking the suspension or revocation of a use permit pursuant to Chapter 17.80 SMC. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.04

COMMERCIAL CANNABIS TESTING, MANUFACTURING, AND RESEARCH AND DEVELOPMENT OPERATING STANDARDS

Sections:

19.04.010 Commercial cannabis testing, manufacturing, and research and development operating standards.

19.04.010 Commercial cannabis testing, manufacturing, and research and development operating standards.

A. It is hereby declared to be unlawful and a public nuisance for any person or persons owning, in whole or in part, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the city of Seaside to test, manufacture cannabis products, or to engage in research and development of cannabis except as provided for in this chapter.

B. No cannabis or cannabis products at the premises or location where any action governed by this chapter takes place shall be visible to anyone outside the facility on public or other private property, nor shall medical cannabis or any product containing medical cannabis be visible from the exterior of any premises.

C. No medical or adult marijuana shall be dispensed from a testing, manufacturing or research and development site and such sites shall not be open to the public. Security measures sufficient to restrict access to only those admitted to the site and to deter trespass and theft of medical or adult cannabis or medical or adult cannabis products shall be provided and maintained. If on-site security is utilized, security shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

D. Hazardous materials shall be properly labeled and stored to avoid contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife.

E. A minor use permit for testing, manufacturing and research and development of cannabis and cannabis products shall not be granted by the city unless all of the following findings are made based on substantial evidence:

1. The activity, as proposed, will comply with all of the requirements of the state and city, and any additional conditions of license for the testing, manufacturing, or research and development of cannabis or cannabis products, including approval of a cannabis development/operating agreement by and between the city and owner.
2. The use, as approved and conditioned, will not result in significant unavoidable impacts on the environment.
3. The use includes adequate measures that minimize use of water at the site.
4. Any cultivation includes adequate quality control measures to ensure cannabis cultivated at the site meets industry standards.
5. The use shall include adequate measures that address the federal enforcement priorities for cannabis activities including restricting access to minors, and ensuring that cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the state and not distributed out of state.
6. The applicant, owner, and permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the city of Seaside or their designee.
7. Any person testing, manufacturing or performing research and development operations using cannabis shall obtain a valid and fully executed commercial cannabis development/operating agreement prior to commencing operations and must maintain such agreement in good standing in order to continue operations.

8. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by state law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial cannabis activities at the site who do not maintain permits or licenses in good standing with the city, county or state may be grounds to commence an action to suspend or revoke the minor use permit pursuant to Chapter 17.80 SMC, or to revoke the required cannabis development/operating agreement. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.05

CANNABIS TRANSPORT AND DISTRIBUTION

Sections:

19.05.010 Cannabis transport and distribution.

19.05.010 Cannabis transport and distribution.

Cannabis transportation and distribution facilities shall comply with all of the following requirements:

A. Cannabis transportation and distribution facilities shall be located only in zoning districts that specifically provide for this use and where a minor use permit allowing this use to be carried out on the property has been issued.

B. Cannabis and cannabis products shall only be transported between permitted and licensed commercial cannabis operations.

C. Prior to transporting cannabis or cannabis products, the transporter shall complete an electronic shipping manifest. The shipping manifest shall include unique identifier information from the cultivation source as required by city.

D. A physical copy of the shipping manifest shall be maintained during transportation and shall be made available upon request to law enforcement or any agents of the state or city charged with enforcement of this chapter.

E. All cannabis uses that require transport licenses under SB94 but that are not transport and distribution only businesses shall receive a license for transport from the state of California.

F. Distribution facilities shall maintain appropriate records of transactions and shipping manifests. An organized and clean method of storing and transporting cannabis and cannabis products shall be provided to maintain a clear chain of custody.

G. Security measures sufficient to restrict access to only those allowed on the site or in transportation vehicles and to deter trespass and theft of cannabis or cannabis products shall be provided and maintained. Security measures at distribution facilities shall include, but are not limited to, the following:

1. Prevention of individuals from loitering on the premises of the distribution facility if they are not engaging in activity expressly related to the operations of the distribution facility at the time;
2. All cannabis and cannabis products shall be stored in a secured and locked safe room, safe, or vault, and in such a manner as to prevent diversion, theft, and loss;
3. Appropriate security cameras shall be established on site and approved by the city; and
4. Measures that provide for on-site security personnel meeting the requirements and standards contained within SMC 19.02.070 along with approval from the chief of police.

H. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in accordance with all required permits and licenses required by the city and state. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial medical cannabis activities at the site who do not maintain permits or licenses in good standing with the city, county or state shall be grounds for the modification or revocation of the required cannabis development/operating agreement in accordance with this chapter.

I. The transportation and distribution facilities and activities shall be maintained in accordance with the operating plans approved by the city. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.06
PUBLIC HEARING

Sections:

19.06.010 Public hearing.
19.06.010 Public hearing.

Applications for dispensaries shall be subject to a noticed public hearing regarding the application in the same manner as provided in SMC 17.78.020. The city manager or designee shall be the investigating official referred to in SMC 17.78.020 to whom the application shall be referred. In recommending the granting or denying of such permit and in granting or denying the same, the city manager shall give particular consideration to the capacity, capitalization, and complaint history of the applicant and any other factors that in the city manager's discretion he/she deems necessary to maintain the peace, order and welfare of the public. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.07

RANKING AND ALLOCATION PROCEDURE AND CRITERIA

Sections:

19.07.010 Ranking and allocation procedure and criteria.

19.07.010 Ranking and allocation procedure and criteria.

In the event that multiple applications are submitted for any cannabis activity that is restricted in number, the city manager or designee shall use the following criteria for recommending to the city council which applicant shall receive approval to operate:

A. Businesses seeking a license to operate a dispensary or cultivation operation must submit the following for evaluation:

1. Business Plan. Applicants shall submit a business plan to the city that outlines an operational and financial plan. The business plan should include the names and resumes of key staff, operations plan, financial plan, sales projections and market study. Applicants are encouraged to provide a specific, written plan for how their operation will benefit the community.

2. Security Plan. All applicants shall submit a security plan outlining how the business expects to address security issues at their location.

3. Property Owner Approval. Applicants shall submit proof of approval of the owner of the real property together with a use permit indicating the use is appropriate at this property, and a cannabis development/operating agreement applicable where the proposed dispensary will be located if approved. Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

a. The property owner is aware of and approves the use being proposed.

b. The property owner will lease the property to the cannabis business owner for the related use upon approval of application.

c. The property owner understands that conditional use permits for cannabis activities ~~run with the land, may be revoked if the conditions attached to the permit are violated; however~~ additionally, a required development/operating agreement that sets forth conditions of operation does not run with the land and can be required to be renewed annually.

4. Live Scan. All principal employees of any cannabis related use must submit fingerprints for a background investigation through Live Scan and submit the results with their application.

~~5. Cannabis Knowledge Test. All principal employees of the cannabis related use must take a cannabis knowledge test. This test will be administered by the city and will measure the applicant's knowledge of state regulations regarding cannabis laws, and general knowledge of the cannabis business. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)~~

Chapter 19.08

SELECTION CRITERIA

Sections:

19.08.010 Selection criteria.

19.08.010 Selection criteria.

A. General Eligibility Review. In the event that an applicant is unable to meet the following minimum eligibility criteria, their application shall be denied. Applicants will be evaluated on the following:

1. Live Scan Fingerprint Results. Applicant must not have any criminal convictions that would result in ineligibility as defined in SMC 19.02.020.
2. Application must be complete to be evaluated. Incomplete applications will be denied but may be resubmitted. New application fees must be paid for resubmittal.
3. Proposed location of business and proof of property owner's approval of use must be supplied.
4. Applicant must agree to enter into a cannabis development/operating agreement with the city which is subject to annual review and approval which shall be discretionary with the city.

~~B. Application Evaluation. The city shall adopt by Resolution criteria for the evaluation of applications. The criteria may include but not limited to, business location, business plan, local enterprise, community benefit, neighborhood compatibility, security plan and safety plan. Only those applications scoring above the standards set by resolution will be allowed to proceed with the use permit and development/operating agreement. Initial Ranking. The city shall open an application period of not less than thirty days to allow prospective permittees to submit applications. Applicants will be evaluated on the following criteria:~~

~~1. Location of Business. Locations north of Gigling Road, within the Broadway Urban Village plan area and/or within two thousand five hundred feet of Highway 1 will receive ten points. Locations outside these areas will receive one point.~~

~~2. Business Plan. A business plan that demonstrates prior successful business operations (which need not be cannabis business related) at a similar scale of annual revenue for at least two years and/or capitalization sufficient to insure at least one year of operation will receive five points as a base, with one additional point for every two hundred fifty thousand dollars of projected annual revenue. Annual projected revenue should be derived from a market study that includes trade area analysis, actual sales of local similar businesses and should be based on a reasonably sized market area. Revenues and capitalization submitted will be reviewed for reasonableness and scores may be adjusted to meet a reasonableness test. A business plan without such demonstration will receive one point.~~

~~3. Local Enterprise. Applicants will receive two points for each principal employee that can demonstrate residency in the city of Seaside. A maximum of six points may be awarded in this category.~~

~~4. Community Benefit. Community benefit may include commitment to employing Seaside residents, commitment to working with Seaside located businesses (including capital), commitment to sponsoring nonprofits and/or other similar specific commitments within the Seaside community. A maximum of eight points will be awarded, with one point for every Seaside resident employee or specified annual commitment of the applicant's choice to any nonprofit within the community.~~

~~5. Neighborhood Compatibility. Applicants which demonstrate neighborhood support with a majority of property owners within two hundred fifty feet will receive three points. Applicants that demonstrate neighborhood support from a majority of tenants, residents and businesses within two hundred fifty feet will receive two points. Applicants which do not demonstrate neighborhood support with a majority of property owners and tenants, residents and businesses within two hundred fifty feet will receive zero points.~~

~~6. Security Plan. The Seaside police department will review the security plan and classify the plan as inadequate, adequate or exemplary. Plans classified as inadequate will not be permitted to proceed. Plans classified as adequate will receive ten points. Plans classified as exemplary will receive twenty points. An adequate plan must demonstrate that all requirements in SMC 19.02.070 as well as any additional requirements that may be required by the State of California Bureau of Cannabis Control have been met. Exemplary plans must demonstrate all requirements for an adequate plan plus additional measures as determined by the chief of police or designee.~~

~~7. Safety Plan. The Seaside police department will review the applicant's safety plan and classify the plan as inadequate, adequate or exemplary. Plans classified as inadequate will not be permitted to proceed. Plans classified as adequate will receive ten points. Plans classified as exemplary will receive twenty points. Adequate plans will meet all requirements of the State of California Bureau of Cannabis Control for reducing harm and avoiding underage access. Exemplary plans must demonstrate all requirements for an adequate plan plus additional measures as determined by the chief of police or designee.~~

~~8. From the initial ranking, up to twice as many qualified applicants as there are available licenses will be eligible for final testing and ranking as determined by the aggregate scores of the initial ranking.~~

C. Final Ranking. The qualified applicants after the initial ranking will be further rated on the following matters:

~~1. Cannabis Knowledge Test. All principal employees of the cannabis related use must take a cannabis knowledge test to demonstrate knowledge of state and local compliance standards.~~

~~2. The top applicants equal to the number of licenses available will be eligible to apply for a use permit and development/operating agreement to engage in a commercial cannabis business. Qualified applicants from the initial ranking may amend and combine their applications to optimize their scores. If following the opportunity to optimize scores, two or more applicants are tied, both applicants will proceed to the next step.~~

D. Use Permit. Only Applicants who score above the points required by resolution will be allowed to proceed with a conditional use permit Applicants shall complete phases 1 through 3 prior to applying for a use permit and development/operating agreement.

~~1. At the next available planning commission meeting, allowing time for staff review, a public hearing for each top application shall be held to consider the application for a use permit for the proposed business location.~~

~~2. Members of the public, adjacent property owners and other interested parties will be given the opportunity to present concerns or support, and provide additional consideration for potential permit conditions.~~

~~3. Planning commission will make a recommendation to city council, including any conditions requested for final decision on awarding use permits and the development/operating agreement.~~

~~4. At the next available city council meeting, planning commission and staff recommendations will be presented at a public hearing before the city council for a final decision.~~

~~5. If an available permit is not filled for any reason and a business that qualified under phases 1 through 3 but was not selected to move forward in the process requests consideration for phase 4, consideration shall be granted in order of ranking.~~

E. State cannabis licenses and local cannabis development/operating agreements are annual in nature and may be revoked at any time for cause, subject to the appeals process outlined in Chapter 19.10 SMC for failure to comply with all state laws and requirements and local ordinances and requirements, or for failure to comply with conditions in the development/operating agreement. Cannabis development/operating agreements may automatically renew as long as the business has complied with all state and local ordinances and with conditions of approval, including the timely payment of all fees and taxes, in the sole discretion of the city. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

F. Transfer of Use Permits and Development/Operating Agreements. Use Permits and Development/Operating Agreements for cannabis activities do not automatically transfer. New owners of existing operations will be required to apply to the City for transfer of such development/operating agreement and otherwise meet the

requirements set forth in Section 19.02, including but not limited to, business operations plan, contact information, community benefits and security plan. The City Council may review such transfer applications in its discretion.

Chapter 19.09

ENFORCEMENT

Sections:

19.09.010 Enforcement.

19.09.010 Enforcement.

Violations of this title shall constitute a misdemeanor and a public nuisance and may be enforced pursuant to the provisions of the Seaside Municipal Code or any other appropriate law or ordinance.

A. It shall be unlawful for any person to violate any provision, or to fail to comply with any of the requirements, of this title. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this title shall be guilty of a misdemeanor. No proof of knowledge, intent, or other mental state is required to establish a violation.

B. Any condition caused or allowed to exist in violation of any of the provisions of this title shall be deemed a public nuisance and shall, at the discretion of city, create a cause of action for penalty pursuant to the Seaside Municipal Code.

C. Each and every violation of this title, and each and every day such violation may occur, shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the city of Seaside or otherwise authorized by law. Additionally, as a public nuisance, any violation of this title shall be subject to injunctive relief, disgorgement of any payment to the city of Seaside of any and all monies unlawfully obtained, costs of abatement, costs of restoration, costs of investigation, attorney fees, and any other relief or remedy available at law or equity. The city of Seaside may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial medical or adult cannabis activity or persons related thereto, or associated with, the commercial medical or adult cannabis activity. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.10

APPEALS PROCEDURE

Sections:

- 19.10.010 Procedure to challenge intent to suspend or revoke the development/operating agreement.
- 19.10.020 Hearing of matter.

19.10.010 Procedure to challenge intent to suspend or revoke the development/operating agreement.

If the city manager or his/her designee determines that grounds for suspension or revocation of the cannabis development/operating agreement exist pursuant to Chapter 19.09 SMC, the city manager or his/her designee shall issue a written notice of intention to revoke or suspend the development/operating agreement, along with such information as required herein. The notice of intention shall be served on the property owner, as reported on the latest equalized assessment roll, and shall also be served on permittees operating a commercial cannabis activity on the property. The notice of intention shall be served by either personal delivery or by certified U.S. Mail, postage prepaid, return receipt requested. The notice of intention shall identify the property owner, permittees, name of business and location of the property, the intended action to be taken, the grounds for the action, the action necessary to abate the violation, the time limit for abatement compliance, and the right to challenge this intended action to a hearing officer. The notice of intention shall notify the owner and permittees of the opportunity to request a hearing before a hearing officer to present evidence as to why the development/operating agreement should not be suspended or revoked and shall notify them of the ten-day deadline to submit a written request for a hearing.

The owner and permittees shall have ten calendar days from the service of the notice of intention to submit a written request for a hearing before a hearing officer selected by the city manager. Failure to submit the written request for a hearing shall be deemed a waiver of the right to challenge the suspension or revocation of the development/operating agreement and a failure to exhaust administrative remedies. If the hearing is not timely requested, the city manager or his/her designee may suspend or revoke the use permit in accordance with the notice of intention.

Upon receipt of a timely written request for a hearing, the city manager or his/her designee shall appoint a hearing officer and set a date for a hearing to be held within sixty days of receipt of the request, unless an immediate threat to the public health, safety and welfare necessitates an earlier hearing date. Notice of the hearing, including the time, date, and location of the hearing, shall be served on the owner and permittees, such service to be accomplished by either personal delivery or by certified U.S. Mail, postage prepaid, return receipt requested. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

19.10.020 Hearing of matter.

The appointed hearing officer is authorized to conduct a hearing, receive evidence, administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and render decisions on the suspension or revocation of the use permit.

In any proceeding before a hearing officer, oral testimony offered as evidence shall be taken only on oath or affirmation, and the hearing officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts.

All parties to the hearing shall have the opportunity to testify, introduce exhibits, call and examine witnesses, and cross-examine opposing witnesses on any matter relevant to the issues. The matter shall be informal and not proceed according to the rules of evidence. Determination of the true facts shall be the guiding principle in the hearing of the matter.

Within thirty calendar days after the close of the hearing, the hearing officer shall issue a written decision, including a statement of the basis for the decision and findings of facts. The hearing officer's written decision shall constitute the final administrative decision of the city of Seaside.

In the event a civil action is initiated to obtain enforcement of the decision of the hearing officer, and judgment is entered to enforce the decision, the person against whom the order of enforcement has been entered shall be liable to pay the city's total costs of enforcement, including reasonable attorney fees and costs of the hearing.

If neither owner nor any permittee nor their authorized representatives appear at the noticed hearing, such failure to appear shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies. (Ord. 1047 § 2, 2018; Ord. 1043, 2017)

Chapter 19.11

SEVERABILITY

Sections:

19.11.010 Severability.

19.11.010 Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this chapter, or any application thereof to any person or circumstance, is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The city council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional. (Ord. 1067 § 3, 2019; Ord. 1047 § 2, 2018; Ord. 1043, 2017)



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

BY: Craig Malin, City Manager

DATE: March 18, 2021

**SUBJECT: INTRODUCTION OF AN ORDINANCE REPEALING AND
REPLACING SEASIDE MUNICIPAL CODE CHAPTER 8.31
GRAFFITI ABATEMENT (FIRST READING)**

PURPOSE & RECOMMENDATION

Adopt revised Graffiti Ordinance.

BACKGROUND

Update from prior draft: A new Section A was added to Section 8.31.230 of the draft ordinance, establishing restorative justice principles and practices as a mandatory City response to first-time minor offenders.

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 (#872) occurred 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.

ATTACHMENTS

1. Draft Ordinance Graffiti Abatement

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. In all instances of first violations committed by minors, the City shall, as a first response, seek a restorative justice resolution, outside the criminal justice system. Said restorative justice resolutions may include but are not limited to restitution and community service. All restorative justice efforts shall include family / guardian counseling. With the property owner's consent, facilitated dialogue and / or mediation may establish the restitution level and timeline.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: March 18, 2021

**SUBJECT: APPROVAL OF AN ORDINANCE AMENDING SEASIDE
MUNICIPAL CODE SECTIONS 2.02.080A AGENDA SETTING
PROCEDURES AND 2.02.100 PRESIDING OFFICER DUTIES
(SECOND READING)**

RECOMMENDATION

Approve the draft ordinance amending Seaside Municipal Code Section 2.02.080a Agenda Setting and Section 2.02.100 Presiding Officer Duties as passed to print at the March 4, 2021 Meeting.

BACKGROUND

Currently, the Mayor does not have the power to remove items from the Agenda, only the City Attorney may remove items for a very limited purpose where, in her opinion there is potential legal exposure to the City. At a previous meeting, a majority of the Council directed that changes be made to the Seaside Municipal Code to allow the Mayor (i.e. Presiding Officer) to remove items from the Agenda prior to publication of the Agenda in order to better manage the time and flow of the conduct of the City's business. On March 4, 2021, the majority of the Council passed to print the attached Ordinance which codifies the existing law which does not let the Presiding Officer remove a Agenda item from a special meeting called for by the council majority. The March 4, 2021 approving motion also included separate direction to bring back changes related to a "buddy system" as a way to add items to the Agenda. The "Buddy system" Ordinance will be brought back at a future date.

FISCAL IMPACT

Neutral.

ATTACHMENTS

1. Draft Ordinance
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

PROVIDING A TEXT AMENDMENT TO SECTION 2.02.080a AGENDA REVIEW AND ADDING A NEW SECTION AND TEXT AMENDMENTS TO SECTION 2.02.100 PRESIDING OFFICER DUTIES

WHEREAS, the City of Seaside has multiple resolutions and ordinances which address agenda preparation; and

WHEREAS, it is now desired to provide for more clarity in the Agenda preparation and review process.

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

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Text amendment to the Seaside Municipal Code Chapter Section 2.02.080a Agenda Review and to add a new section and text amendments to Section 2.02.100 Presiding Officer Duties.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. TEXT AMENDMENT

This ordinance revises section 2.02.080 a. AGENDA REVIEW as follows:

Section 2.02.080 a. AGENDA REVIEW. The draft agenda may be reviewed by the Mayor and Mayor Pro Tem prior to the publication of the Agenda in order to facilitate the proper sequencing of items and time management of the City Council meeting. Proper sequencing of items and time management includes removal of items from the Agenda. The City Attorney may remove any item from the Agenda

where they determine there is a significant risk of litigation or liability to the City. Said removal shall be disclosed to the City Council in Closed Session.

SECTION 4. ADD NEW SECTION TO 2.02.100 AND PROVIDE FOR TEXT AMENDMENT.

This ordinance adds a new subsection to Section 2.02.100 Presiding officer – Powers and Duties and provides text amendments to Section 2.02.100. Additions are shown in underline and deletions in ~~strikeout~~. Section 2.02.100 will read as follows:

2.02.100 Presiding officer – Powers and duties.
Robert's Rules of Order, current edition, shall govern in all matters not specifically provided for in this section. The presiding officer shall have the following powers and duties:

A. Agenda Review. The presiding officer shall review the agenda in advance of any Regular or Special Meeting. During such review, the Presiding officer may ensure proper sequencing of items and time management of the City's business by removing and delaying any such item that does not have enough information or facts necessary for the efficient and timely conduct of the City's business, - except for those items on a special meeting agenda called for by a majority of the Council.

AB. Participation. The presiding officer may move, second, debate, and vote from the chair. He shall not be deprived of any of the rights and privileges of a councilmember, by reason of his acting as presiding officer.

BC. Questions to Be Stated. The presiding officer or such member of the city staff as he may designate may verbally restate each question immediately prior to calling for the vote. Following the vote, the presiding officer shall announce whether the question carried or was defeated. The presiding officer in his discretion may publicly explain the effect of a vote for the audience, or he may direct a member of the city staff to do so, before proceeding to the next item of business.

CD. Maintaining Order and Decorum. The presiding officer shall be responsible for the maintenance of order and decorum at all meetings. He shall decide all questions of order subject, however, to an appeal to the council. In the event of an appeal, the city attorney shall act as parliamentarian and advise the council on the subject matter of the appeal. A majority vote shall decide appeals on questions of order.

DE. Signing of Documents. The presiding officer shall sign all ordinances, resolutions, contracts, and other documents ~~neecessitating~~ requiring his signature which were adopted in his presence, unless he is unavailable, in which case an alternate presiding officer may sign such documents.

EF. Appointment of Committees. The presiding officer shall nominate to all boards, commissions and committees with consent of the majority of the council.

~~shall appoint such committees of councilmembers, city staff and private citizens or a combination thereof as they deem necessary and expedient to assist and advise the council in its work.~~ They mayor may also appoint an unofficial advisory committee (ad hoc).

Subcommittees of councilmembers shall only be established to address specific issues to do specific tasks and shall only exist for a specified length of time. The life of council subcommittees may be extended if necessary by a vote of the council.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances, parts of ordinances and resolutions in conflict herewith, including but not limited to Resolution 77-106 and Resolution 17-07, are hereby repealed insofar as they conflict with this ordinance.

SECTION 5. EFFECTIVE DATE

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

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 4th day of March, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ___ day of March 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.: 9.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Haroon Noori, Administrative Analyst II
Gloria Stearns, Community Development Manager

DATE: March 18, 2021

SUBJECT: **APPROVE A RESOLUTION ADOPTING THE FIRST SUBSTANTIAL AMENDMENT TO THE 2020-2021 ANNUAL ACTION PLAN TO ADD COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE ROUND 3 (CDBG-CV3) FUNDS**

RECOMMENDATION

Approve a Resolution (Attachment A) in order to:

1. Adopt the First Substantial Amendment to the FY 2020-2021 Annual Action Plan;
2. Authorize the City Manager to submit the First Substantial Amendment to the FY2020-2021 Annual Action Plan to U.S. Department of Housing and Urban Development (HUD);
3. Designate the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the First Substantial Amendment to the FY 2020-2021 Annual Action Plan; and
4. Authorize a related budget appropriation for \$360,289 to the CDBG fund for the amounts in the Annual Action Plan.

BACKGROUND

The City Council considered and approved this item on March 4, 2021. This item is being brought back to the City Council for consideration because staff failed to publish a public notice in the Monterey County Weekly prior to the public hearing on March 4, 2021. In anticipation of the March 18, 2021 City Council meeting, the City published a public notice on March 11, 2021 in

the Monterey County Weekly allowing for a 5-day public review and comment period through the public hearing on March 18, 2021. No information in the following staff report or the attachments has changed since the City Council March 4th meeting.

On September 11, 2020, U. S. Department of Housing and Urban Development (HUD) posted the third (final) round of the supplemental Community Development Block Grant (CDBG-CV3) allocations that Congress appropriated by the CARES Act. The City of Seaside's CDBG-CV3 allocation amount is \$360,289. In order for the City to receive this allocation, the City must amend its approved 2020-2025 Consolidated Plan and 2020-2021 Annual Action Plan, and submit to HUD for approval.

CDBG-CV3 funds may be used for a range of eligible activities that prevent, prepare for, and respond to coronavirus. The proposed activities must also meet the following National Objective as required by CDBG regulations:

- Benefit low- and moderate-income persons.

Additionally, HUD requires that CDBG-CV funds shall not be used to pay costs if "another source of financial assistance is available to pay that cost." HUD also requires grantees to have procedures in place to prevent the duplication of benefits when they provide financial assistance with CDBG-CV funds.

DISCUSSION:

On January 7, 2021, the City Council held a public hearing on the CDBG-CV3 funds and provided general direction to staff on allocating the CDBG-CV3 funds to four activities including COVID-19 testing, COVID-19 vaccination outreach, food distribution, and program administration costs. Following the January 7th City Council meeting, staff prepared and posted a request for proposal for COVID-19 testing services. On January 22, 2021, the City Council reviewed and discussed the received proposals and supported moving forward with Virus Geeks as recommended by staff. Based on guidance from HUD, Virus Geeks was deemed ineligible to carry out a CDBG-CV public service activity due to its for-profit status.

Since the January 22nd City Council meeting, staff has sought additional guidance from HUD to better understand CDBG-CV funding requirements. Staff has also engaged with various stakeholders including the Monterey County Health Department to identify COVID-19 response priorities and needs, and to determine programs responsive to the identified health priorities and HUD requirements. According to the County's Director of Health Services, the following are current priorities: vaccine administration, testing, Community Health Workers support for residents (outreach, engagement, education, distribution of food boxes, scheduling vaccine appointments, etc.), rental and utility assistance, and stipends to encourage residents with COVID-19 to self-isolate who are

not eligible for replacement income.

In order to satisfy HUD's requirement and receive the allocated CDBG-CV3 funds, City staff recommend amending the FY 2020-2021 Annual Action Plan as outlined in the table below. These recommendations are consistent with the City Council direction from the January 7th meeting as well as additional guidance from HUD.

CDBG-CV3 Funding Recommendation Total HUD Allocation \$360,289		
Activity Name	Activity Description	Funding
COVID-19 Testing and Immunization Clinics (65%)	The City of Seaside will contract a non-profit organization who will hold one pop-up testing and up to two pop-up immunization clinics per week at various locations. The selected provider will be responsible for managing clinics including set up and take down, crowd management, and education of participants. The selected provider will follow specimen collection and immunization policies as well as assume responsibility of providing supplies, materials, and PPE necessary for all clinics, laboratory testing kits and processing, COVID-19 vaccine as available, documentation and required reporting. The selected provider will also be responsible for scheduling vaccine appointments. Options for this service could include either issuing a Request for Proposal or contracting with the Visiting Nurses Association.	\$234,188
COVID-19 Testing and Immunization Outreach	The City of Seaside will form a Task Force made up of community	\$36,029

(10%)	members and influencers to devise a public outreach strategic plan to promote both City- and County-sponsored COVID-19 testing and immunization clinics as well as to raise awareness about the importance of testing and immunization. The City may utilize third-party services including paid digital, newspaper, television advertisement, etc.	
Food Distribution (10%)	The City of Seaside will contract with a non-profit organization to deliver food boxes to homebound Seaside residents who test positive for COVID-19 and who are required to self-isolate and quarantine. The Recreation Department currently delivers 100+ boxes from the Food Bank of Monterey County to seniors every Friday. Using these funds, the City will extend this service to all individuals who are required to self-isolate and quarantine. Options for this service could include a request for proposal or contracting with the Food Bank of Monterey County.	\$36,029
Meals on Wheels (10%)	The City of Seaside will contract with a non-profit organization to deliver meals to homebound Seaside residents who test positive for COVID-19 and who are required to self-isolate and quarantine. Options for this service could include a request for proposal or contracting with the Meals on Wheels of Monterey Peninsula.	\$36,029

Planning and Administration (5%)	City staff will provide overall management, coordination, and evaluation to the CDBG-CV3 program, and the project delivery costs associated with bringing projects to completion.	\$18,014
Total CDBG-CV3 Funds Allocated		\$360,289

Additionally, in a letter dated October 22, 2020, HUD notified the City of a correction to the City's annual CDBG allocation. The net result of HUD's correction was a decrease of \$52 to the City's CDBG allocation. Due to this change in allocation amount and based on guidance from HUD, the City has adjusted some previously approved funding amounts and incorporated these minor administrative changes into the 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan. All additions/revisions are highlighted in yellow color. Deletions are highlighted in yellow color and shown through a strikethrough.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

A summary of this proposed Substantial Amendment to the FY2020-21 AAP along with the redlined version of the amended FY2020-21 AAP were posted on the [CDBG Program webpage](#) on February 22, 2021 for public review. A Public Notice (in English and Spanish) regarding the proposed Substantial Amendment to the FY 2020-21 AAP was also circulated in the Monterey County Weekly on February 25, 2021. Pursuant to the City's amended Citizen Participation Plan, the City limited the public comment period to five (5) days which began on Friday, February 26, 2021 and will end at the conclusion of the virtual public hearing during the City Council meeting on Thursday, March 4, 2021. All public comments received during the 5-day public review period or at the public hearing will be incorporated into the overall Substantial Amendment submitted to HUD.

ALTERNATIVE ACTIONS:

As an alternative to the above recommendations, the City Council may wish to consider the following actions:

1. Adjust the funding percentage allocation amounts;
2. Direct staff to conduct additional research with community partners and return with additional information and/or revised recommendations;
3. Not to accept CDBG-CV3 funds.

ENVIRONMENTAL REVIEW:

For purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), budgeting is not a project. Prior to commitment or release of funds for each of the proposed projects, staff will carry out the required environmental reviews or assessments and certify that the review procedures under HUD, CEQA and NEPA regulations have been satisfied for each project.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

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 COUNCIL OF THE CITY OF SEASIDE APPROVING FIRST SUBSTANTIAL AMENDMENT TO THE 2020-2021 ANNUAL ACTION PLAN TO ADD COMMUNITY DEVELOPMENT BLOCK GRANT- CORONAVIRUS RESPONSE (CDBG-CV3) FUNDS AND ACTIVITIES

WHEREAS, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act in response to the COVID-19 (CV) pandemic which was signed into law by President Donald Trump on March 27, 2020; and

WHEREAS, In May 2020, as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the City of Seaside received \$199,874 in supplemental funding (CDBG-CV1) and was incorporated into the City's FY2020-21 Annual Action Plan (APP) which was adopted by the City Council on May 2, 2020; and

WHEREAS, On September 11, 2020, the U.S. Department of Housing and Urban Development (HUD) notified the City of additional \$360,289 in CARES Act Phase 3 funding (CDBG-CV3) availability; and

WHEREAS, HUD requires that CDBG-CV3 funding be used to benefit low- and moderate-income persons and to respond to, prepare for, and prevent COVID-19; and

WHEREAS, HUD requires the City to complete a Substantial Amendment to the FY 2020-2021 Annual Action Plan in order to apply for and receive CDBG-CV3 funding; and

WHEREAS, the FY 2020-2021 Annual Action Plan describes the eligible proposed projects, activities and funding amounts for CDBG and CDBG-CV and its relationship to the 2020-2024 Consolidated Plan (Con Plan) objectives; and

WHEREAS, On January 7, 2021, the City Council held a public hearing to discuss the allocation of CDBG-CV3 funds and provided general direction to staff on potential projects and activities; and

WHEREAS, the City proposes to execute a Substantial Amendment to the FY 2020-2021 Annual Action Plan to include \$360,289 of CDBG-CV3 funding to eligible programs, projects and activities as outlined in the first Substantial Amendment to the FY 2020-21 AAP dated February 26, 2021; and

WHEREAS, a notice was circulated in the Monterey County Weekly on February 25, 2021 requesting public review and comment regarding the proposed First Substantial

Amendment to the FY 2020-2021 AAP; and

WHEREAS, the notice included a minimum HUD-approved five (5) day public review and comment period beginning on February 26, 2021 through March 4, 2021; and

WHEREAS, pursuant to Federal regulations the City did hold the required public hearing on March 4, 2021, after public notice,

NOW, THEREFORE BE IT RESOLVED, that the Seaside City Council hereby approves the proposed the first Substantial Amendment to the FY 2020-2021 AAP and authorizes submittal to HUD.

BE IT FURTHER RESOLVED that the Seaside City Council hereby authorizes the City Manager or designee to execute, for and on behalf of the City any necessary financial transactions, agreements and related documents (e.g. sub-agent agreements, grant certifications and assurances) in regards to the Amendment to the FY 2020-2021 AAP and CDBG-CV3 funding.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of March 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.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ben Nurse, Housing Program Manager

DATE: March 18, 2021

**SUBJECT: ACCEPT SB91 EMERGENCY RENTAL ASSISTANCE PROGRAM
(ERAP) GRANT OF \$575,000 FOR THE CITY'S RESIDENTIAL
RENT AND UTILITY ASSISTANCE PROGRAM**

RECOMMENDATION

To accept the Monterey County and United Way Rent and Utility Assistance Relief Program grant funds in the amount of \$575,000, authorize the City Finance Director to make the necessary financial transactions, and authorize the City Manager to execute a contract for this grant.

BACKGROUND

On March 5, 2021, City of Seaside was awarded \$575,000 from Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP). The total \$575,000 is required to be used for the City of Seaside's Residential Rent and Utility Assistance Program.

Using state and federal relief funding, Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP) will distribute \$28 million of rent and utility assistance to low-income eligible households located in Monterey County that are facing housing instability because of loss or reduction in income due to the COVID-19 crisis.

Eligibility:

This program is available to applicants who meet the following criteria:

- Live within Monterey County
- Experienced lost or reduction of income due to COVID-19
- Income is less than 80% of Area Median Income (AMI)

- Residents below 50% AMI will be prioritized and funded first
- Behind on Rent or Utility payments

On May 28, 2020, City of Seaside was awarded \$35,000 from the Emergency Food and Shelter Program and CARES Act funding related to COVID-19 economic relief. The total \$35,000 has been spent to assist twenty (20) Seaside households in maintaining rental housing. The new \$575,000 grant will replenish the City's rent and utility assistance program and has the potential to assist hundreds of Seaside residents in maintaining rental housing and essential utilities during the COVID-19 pandemic.

The funders have very strict deadlines to meet from the State and Federal government, so they need to assess how grant spending progresses early in the program. If Seaside spends through the grant funds quickly, the City may request additional funding.

FISCAL IMPACT

No impact on the General Fund.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager