



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, April 1, 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. UPDATE ON INSTALLATION OF SIGNAGE FOR TWO (2) HOUR TIME LIMIT FOR PARKING IN THE WEST BROADWAY URBAN VILLAGE****8. CONSENT AGENDA****A. APPROVAL OF MINUTES FROM MARCH 18, 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 March 6, 2021 through March 19, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 11, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,515,983.73.

C. APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE

RECOMMENDATION FOR 20 MINUTE PARKING DESIGNATION IN FRONT OF 780 ELM STREET

RECOMMENDATION: Approve the Traffic Advisory Committee (TAC) recommendation to deny the request for 20 minute parking in front of 780 Elm Street.

D. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION SERVICES

RECOMMENDATION: Adopt Resolution (Attachment 1) approving the following firms as qualified to provide On-Call Hazardous Materials Investigation, Waste Characterization, and Remediation Design and Inspection services:

- 1.) Vista Environmental Consulting
- 2.) TRC
- 3.) M3 Environmental Consulting LLC

E. APPROVAL OF A RESOLUTION MODIFYING THE POSITION ALLOCATION LIST TO ADD ONE COMMUNICATION AND COMMUNITY ENGAGEMENT SPECIALIST AND ESTABLISHING THE SALARY FOR THE POSITION

RECOMMENDATION: Approve the resolution establishing the classification of Communications and Public Engagement Specialist.

F. 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: 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.

9. PUBLIC HEARING

A. APPROVAL 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 (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: Approve the draft 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. APPROVAL OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING AND REPLACING SEASIDE MUNICIPAL CODE CHAPTER 8.31 GRAFFITI ABATEMENT (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: Adopt revised draft ordinance repealing and replacing Seaside Municipal Code Chapter 8.31 Graffiti Abatement as passed to print.

C. EXTENSION OF URGENCY ORDINANCE 2000 DECLARING A MORATORIUM ON THE ISSUANCE OF MOBILE FOOD TRUCK USE PERMITS OR ANY NEW FOOD TRUCKS

RECOMMENDATION: Approve the extension of Urgency Ordinance 2000 declaring a moratorium on the issuance of mobile food truck use permits or any new food trucks.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING IN THE AMOUNT OF \$586,160 FOR HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION 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 Vista Environmental Consulting in the amount of \$586,160 for hazardous material investigation, waste characterization, and remediation design and inspection in support of the Campus Town development.

B. DISCUSSION AND DIRECTION ON LIGHTING TREES ON BROADWAY AVENUE

RECOMMENDATION: Approve installing string lights on the trees along West Broadway from Del Monte Boulevard to Fremont Boulevard.

C. ADDITIONAL CITY COUNCIL MEETINGS (COUNCILMEMBER WIZARD)

RECOMMENDATION: Consider and discuss establishing additional City Council meetings.

D. ASSIGNMENTS TO BOARDS, COMMISSIONS AND COMMITTEES (COUNCILMEMBER CAMPBELL)

RECOMMENDATION: Consider and discuss assignments tasked to Boards, Commissions and Committees.

E. COMMUNITY FACILITIES DISTRICT ("CFD") FOR THE REDEVELOPMENT OF THE FORMER FORT ORD (MAYOR PRO TEM PACHECO)

RECOMMENDATION: Consider and discuss the formation of a CFD for the redevelopment of the former Fort Ord.

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:
Thursday, April 15, 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: Craig Malin, City Manager
Nisha Patel, Public Works Director/City Engineer

DATE: April 1, 2021

**SUBJECT: UPDATE ON INSTALLATION OF SIGNAGE FOR TWO (2) HOUR
TIME LIMIT FOR PARKING IN THE WEST BROADWAY URBAN
VILLAGE**

RECOMMENDATION

Staff is providing an update on the installation of signage for 2 hour parking along the side streets leading up to Broadway Avenue.

BACKGROUND

Soon after completion of the West Broadway Urban Village Project, the Broadway businesses held a meeting and expressed an interest and desire to establish 2 hour parking signs along Contra Costa, Hillsdale, Alhambra, and Calavaras Streets north and south of West Broadway Avenue to the alleys. The businesses want the 2 hour parking because it helps to make more parking available for business customers. When there are no restrictions, vehicles will park all day, leaving minimal space for Broadway customers. Installing 2 hour signs will help the businesses, and be consistent with establishing the West Broadway Urban Village as a vibrant downtown destination.

Prior to the Project, there were approximately 86 on-street parking spaces on West Broadway from Del Monte Boulevard to Fremont Boulevard with varied parking restrictions. After the completion of the Project, 48 on-street parking spaces remain designated for 2 hour parking from 7 AM - 6 PM except Sundays & Holidays.

On October 15, 2019 the Traffic Advisory Committee (TAC) considered the request for installation of 2 hour parking signs along the side streets north and south of West Broadway Avenue to the alleys. In order to assist the businesses in the vicinity of West Broadway with more on street parking and turn over, the TAC recommended to extend

the 2 Hour parking to along the side streets north and south of West Broadway up to the alley as follows:

1. Contra Costa Street south of West Broadway to the alley - 8 parking spaces;
2. Hillsdale Street north (5 parking spaces) and south (4 parking spaces) of West Broadway up to the alley;
3. Alhambra Street north (7 parking spaces) and south (4 parking spaces) of West Broadway up to the alley; and
4. Calaveras Street north (2 parking spaces) and south (4 parking spaces) of West Broadway up to the alley.

On November 21, 2019, the City Council considered the TAC recommendation and approved it.

Staff has reached out to contractors for bids to create and install the signs. We expect to receive the bids the week of April 12th. We are requesting the contractor complete the work in May.

FISCAL IMPACT

The cost of the for 28 "2 Hour" parking signs and their installation is estimated to be around \$22,500. This would be paid from the Street Maintenance Fund, account no. 210-8110-2073.

ATTACHMENTS

1. Attachment 1- Map of Side Streets

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

Attachment 1
Proposed Locations of Requested 2 Hour Parking
West Broadway to the Alley



5 parking spaces affected



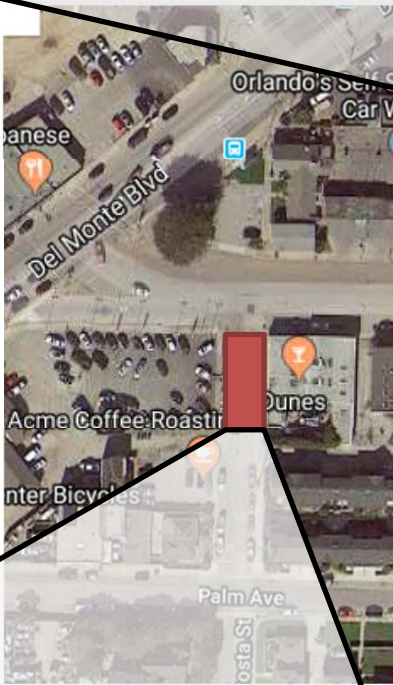
7 parking spaces affected



2 parking spaces affected



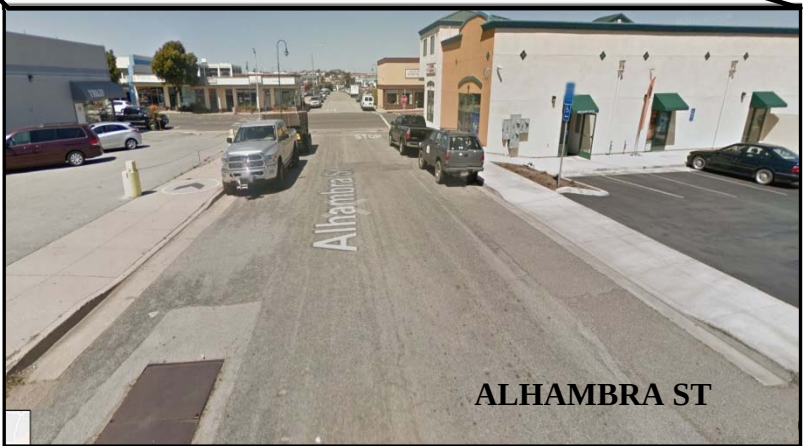
4 parking spaces affected



8 parking spaces affected



HILLSDALE ST



ALHAMBRA ST



CALAVERAS ST

A total of 34 on-street parking spaces affected.



& Holidays

R32



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, March 18, 2021
7:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 7:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence for invocation. Mayor Pro Tem Pacheco led the 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).

No changes.

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.

Lisa Sawhney

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.

A. City Engineer, Nisha Patel – PG&E Gas Line Upgrade Project

B. Recreation Director, Dan Meewis – Free Food Distribution March 20, 2021 from 9:30-11:00 a.m. at Seaside City Hall

7. PRESENTATIONS

A. VACCINE UPDATE

Fire Chief Gutierrez provided an update on the vaccine distribution status within the community.

B. INTRODUCTION OF NEW STATE COMPOSTING REGULATIONS

Rob Hilton, President of HF&F Consultants provided an overview of SB 1383 "Organic Waste Reduction" Requirements.

C. PROCLAMATION DECLARING MARCH 2021 AS WOMEN'S HISTORY MONTH

Mayor Oglesby read the proclamation aloud.

D. AMERICAN RED CROSS MONTH PRESENTATION

There was no representative from the American Red Cross.

E. ANNUAL PUBLIC SAFETY REPORT

Police Chief Pridgen provided the annual public safety report.

8. CONSENT AGENDA

Public Comment: Lisa Sawhney (requested to pull item 8I); Danny Huynh (requested to pull item 8A)

On motion by Mayor Pro Tem Pacheco and second by Council Member Wizard and passed by the following roll call vote, the Council moved to approve the Consent Agenda with the exception of items A and I.

RESULT: 5-0

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

NOES: None

A. APPROVE MINUTES FROM MARCH 4, 2021

Mr. Huynh indicated that he had pulled the wrong item for public comment.

On motion by Mayor Pro Tem Pacheco and second by Council Member Campbell and carried by the following roll call vote, the Council moved to approve item 8A.

RESULT: 5-0

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

NOES: None

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved and Filed

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

Action: Approved

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

Action: Approved

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

Action: Approved

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

Action: Approved

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)

Action: Approved

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

Action: Approved

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

Ms. Sawhney wanted to express her support of the item and urged the Council and staff to consider partnership with local law schools and internships for local law students.

Public Comment: Alex Miller

On motion by Mayor Pro Tem Pacheco and second by Council Member Wizard and carried by the following roll call vote, the Council moved to approve item 8I.

RESULT: 5-0

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

NOES: None

Action: Approved

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)

Community Development Manager Gloria Stearns provided the annual cannabis status report and the introduction of an ordinance amending sections of the Seaside Municipal Code Title 19 – Commercial cannabis activities to expand the total number of dispensaries allowed.

PUBLIC COMMENTS: Darryl Choates, Pastor Ronald Britt, Craig Adams, Mitchell Sawhney, Eloise Shim, Robert Daniels, Pastor Kenneth Murray, Pastor Anthony Dunhum, Jamye Rivard, Ann Marie Pagan, Miz Gayle, Sahand Sultan-Qurraie, Linda Hamm, Sal Palma, Lisa Sawhney, Danny Huynh, Ronald Lee

On motion by Councilmember Campbell and second by Councilmember Pacheco to amend the proposed ordinance by removing the allowance to expand the total number of dispensaries allowed.

On a substitute motion by Councilmember Garcia-Arrazola and second by Councilmember Wizard and carried by the following roll call vote, the Council moved to approve an ordinance amending SMC Title 19 Commercial Cannabis Activities to increase the total number of dispensaries and other text amendments.

RESULT: 3-2

AYES: Garcia-Arrazola, Oglesby, Wizard

NOES: Campbell, Pacheco

Action: Approved

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

City Manager Malin provided a presentation on the proposed updates to the graffiti abatement ordinance.

PUBLIC COMMENTS: Susan Schiavone

On motion by Council Member Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the Council moved to pass to print the ordinance repealing and replacing Seaside Municipal Code Chapter 8.31 Graffiti Abatement.

RESULT: 5-0

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

NOES: None

Action: Approved

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)

City Attorney Sheri Damon provided an overview of the item and the second reading of the ordinance.

PUBLIC COMMENTS: Robert Coble, Pastor Ronald Britt, Susan Schiavone

On motion by Mayor Pro Tem Pacheco and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the Council moved to approve an ordinance amending the Seaside Municipal Code Sections 2.02.080A agenda setting procedures and 2.02.100 presiding officer duties.

RESULT: 3-2

AYES: Garcia-Arrazola, Oglesby, Pacheco

NOES: Campbell, Wizard

Action: Approved

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

Administrative Analyst II Haroon Noori Presented the City's requested modification for the 2020-21 Annual Action plan for CDBG funds.

PUBLIC COMMENTS: None

RESULT: 5-0

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

NOES: None

Action: Approved

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**

Housing Program Manager Ben Nurse provided an overview of the item and responded to questions from the Council.

PUBLIC COMMENT: None

On motion by Council Member Campbell and second by Council Member Wizard and carried by the following roll call vote, the Council moved to accept the Monterey County and United Way Rent and Utility Assistance Relief Program grant funds in the amount of \$575,000.00 and authorize the City Manager to spend within budgetary allowances on the outreach efforts.

RESULT: 5-0

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

NOES: None

Action: Approved

11. COUNCIL MEMBER REQUESTS

Council Member Wizard requested an item be added to the next agenda regarding additional Council meetings; Council Member Campbell requested an item be added the next agenda regarding assignments to Boards, Commissions and Committees and; Mayor Pro Tem requested an item be added to a future agenda regarding Community Facilities District "CFD" on the former Fort Ord.

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

City Attorney – no items to report.

City Manager – announced the meeting would be the last for Assistant City Manager Lesley Milton. Thanked her for her service to the organization and community.

The Mayor and City Council provided their reports on Committee assignments and well wishes to the departing ACM Milton.

13. ADJOURNMENT

The meeting was adjourned at 11:38 p.m.

Respectfully submitted,

Dominique L. Davis, 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: April 1, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 6, 2021 through March 19, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 11, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,515,983.73.

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:

- \$757,090.75 for Payroll and benefits
- \$232,043.54 to County of Monterey - Dept of Emergency Communications for Payment for FY2020/21 Quarter 4 911 dispatch services.
- \$18,770.00 to Harris & Associates for SCSD prof. services for Lift Station Upgrades during 1/3/2021 - 1/30/2021.
- \$10,092.12 to Laurel Conte for the purchase of a portable emergency generator

for the Seaside Municipal Water System.

- \$31,739.40 to The Village Project, Inc. for Providing services in accordance with the Community Social Services Grant and Community Development Block Grant for the period February - April 2021.
- \$17,584.50 to Don Chapin Company, Inc. for Bike-Safe Grate prof. construction services through 2/20/2021.
- \$31,946.77 to Proforce Law Enforcement for the purchase of 27 Bolawraps and accessories including: holsters, metal belt clips, cartridges, and magazine assemblies.
- \$283,933.86 to U.S. Bank - St. Paul for Debt service payment on 5/1/2021 for the City of Seaside Joint Powers Financing Authority Lease Revenue Bonds for the Cutino Park Improvement Project.
- \$10,010.00 to Workbench for Prof. services for the ADU project including design, cost tracking, & architectural services through August 2020.
- \$46,904.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 2/8/21-2/13/21, 2/15/21-2/20/21, 2/22/21-2/27/21, & 3/1/21-3/6/21.
- \$57,120.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 2/8/21-2/14/21, 2/15/21-2/21/21, 2/22/21-2/28/21, & 3/1/21-3/7/21.
- \$473,645.87 to A. Teichert & Son, Inc. for Construction services for the City Pavement Rehabilitation Project Phase 3 through 1/31/2021.
- \$10,485.90 to Palenke Arts for Providing services in accordance with the Community Development Block Grant for the period February - April 2021.

The remaining checks, totaling \$534,617.02 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
Leslie Llantero, Assistant Engineer

DATE: April 1, 2021

**SUBJECT: APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE
RECOMMENDATION FOR 20 MINUTE PARKING DESIGNATION
IN FRONT OF 780 ELM STREET**

RECOMMENDATION

Approve the Traffic Advisory Committee (TAC) recommendation to deny the request for 20 minute parking in front of 780 Elm Street.

BACKGROUND

Early Development Services operates a day care facility located at 780 Elm Avenue. They are requesting 20 minute parking from 7:30 am to 5:30 pm to facilitate drop off and pick up. They have indicated that limited parking is available during these periods. Early Development Services has submitted an application (Attachment 1) for 20 minute parking in front of their business at 780 Elm Street.

Early Development Services, more specifically known as Peninsula Center for Infant & Toddler Development, has been operating at this location, 780 Elm Avenue, for nearly 20 years. The hours of operation are 7:00 am to 5:30 pm with the current enrollment of 29 full time children. The facility is located on the southwest corner of Elm Avenue and Calaveras Street, with the cross traffic at Calaveras Street controlled by stop signs. The facility does not have a garage or driveway approach and is bordered to the north, south and west by residential dwelling units and commercial to the east. The property is zoned for medium density residential and is currently in a non-conforming use. Calaveras Street & Elm Avenue are classified as residential streets and therefore have a speed limit of 25 miles per hour.

Per the Seaside Municipal Code Section 10.32.240, Green curb shall mean no standing

or parking longer than twenty minutes at any time between eight a.m. and six p.m. of any day except Sundays and holidays.

Short term duration parking is typically discouraged within the City of Seaside as the enforcement of short term parking restrictions is difficult without dedicated parking enforcement officers. It has been standard policy that the establishment of short time limit parking restrictions only be considered when it serves a public or quasi-public building where need of short term parking has been demonstrated, and also in areas having a high parking occupancy rate, as well as existing long term parking durations.

STAFF ANALYSIS

A parking study was conducted on Wednesday and Thursday during morning drop off and afternoon pick up. The following four parking areas were evaluated due to close proximity to the facility;

Property Frontage (green on map): On-street parking adjacent to the property will not require the pedestrian to cross an intersection. Traveling from these on-street parking spaces are considered to have a very easy level of effort. Walking distance to the entrance does not exceed approximately 175 feet. The frontage provides on-street parking spaces for approximately 9 vehicles.

Directly Across Property (unprotected - red on map): On-street parking directly across from the property will require the pedestrian to cross at one intersection. There are approximately 7 on-street parking spaces available across 780 Elm Avenue. Traveling to and from these parking spaces are considered a hard level of effort, due to the unprotected crossing on Elm Avenue. Walking distance to the entrance does not exceed approximately 240 feet.

Directly Across Property (protected - yellow on map): On-street parking directly across from the property along Calaveras Avenue will require the pedestrian to cross at one protected intersection. There are 2 on-street parking spaces available across Calaveras Street. Traveling to and from these parking spaces are considered a moderate level of effort, due to the distance crossing location. Walking distance to the entrance does not exceed approximately 240 feet.

East of Property (protected - orange on map): On-street parking east of the property along the southside of Elm Avenue east of Calaveras Street will require the pedestrian to cross at one protected intersection at Calaveras Street. The location of these on-street parking spaces are considered to have a moderate level of effort. Walking distance to the entrance does not exceed approximately 240 feet. The on-street parking spaces located to the east of Calaveras Street adjacent Elm Avenue total approximately 6 parking spaces.

The parking areas were chosen based upon convenience, safety, and distance. Although no precise consensus or rule has been established, an acceptable walking distance for retail business range between 300 and 600 feet. To be conservative and promote ease of effort for this business, these recommended ranges were reduced for this study to less than 245 feet for drop off and pick up purposes with a duration of parking less than 10 minutes.

The results of the study were evaluated, and for each location an average was calculated of the percent of available parking spaces being occupied. Industry standard considers 85% a high parking occupancy rate. The below averages do not meet the definition of high parking occupancy for the parking along the Property Frontage, Directly Across from Property on Calaveras, and East of Property. The category Directly Across Property on Elm is above the 85% criteria.

Parking Location Area	Available Spaces	Percent Occupied
Property Frontage	9	53%
Directly Across from Property x-ing at unprotected intersection	7	89%
Directly Across from Property x-ing at protected crossing	2	38%
East of Property along Elm Avenue x-ing at protected crossing	6	54%

The need for 20 minute parking for drop off and pick up was not demonstrated through the parking study.

The TAC considered the item at their meeting on February 16, 2021. They unanimously voted to deny the request for 20 minute parking in front of 780 Elm Street as it does not meet the criteria for consideration.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Application
2. Aerial Map

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Early Development Services Date: 1/11/2021

Address: 780 Elm Ave Phone: [REDACTED]

Type of Request (check all that apply):

- ☒ Parking Designations ☐ Crosswalk ☐ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☐ Other _____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: We are requesting a 20 minute parking
designation in front of the childcare center Monday
- Friday 7:00am to 5:30pm only. As the neighborhood
has become more impacted with multiple cars per
house, neighbors are parking in front of our building. This
is now creating a safety impact as our parents are
having to park on various cross streets then cross to
the center with young children. We have been there 20
years and this has only become a problem in the last
2-3 years.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Shannan Watkins understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Shannan Watkins
Applicant Signature

1/11/2020
Date



- Property Frontage - 9 parking spaces available
- Directly Across Property (Elm) - 7 parking spaces available
- Directly Across Property (Calaveras) - 2 parking spaces available
- East of Property (along Elm) - 6 parking spaces available

780 Elm Avenue
20 Minute Parking Request
TAC Mtg - February 16, 2021





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
Scott Ottmar, Senior Engineer

DATE: April 1, 2021

SUBJECT: ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION SERVICES

RECOMMENDATION

Adopt Resolution (Attachment 1) approving the following firms as qualified to provide On-Call Hazardous Materials Investigation, Waste Characterization, and Remediation Design and Inspection services:

- 1.) Vista Environmental Consulting
- 2.) TRC
- 3.) M3 Environmental Consulting LLC

BACKGROUND

The City is in negotiations for the development of approximately 122 acres of city owned property on the former Fort Ord known as Campus Town. For closing of the sale of the property, the City is required to demolish buildings the Army left remaining on the property, to include eight troop barracks, a former chapel, a fast food restaurant, fire station, several single story administrative buildings and their associated parking lots. The buildings are known to contain hazardous materials that require remediation. To meet our obligations, Engineering staff require the services of hazardous materials consultants to perform the specialized skills of hazardous materials investigation, waste characterization and remediation design. Outside of Campus Town, there will be a continued need for theses specialized services associated with land development and building improvements planned throughout Seaside over the next several years.

City staff released a Request for Qualifications (RFQ) on February 18, 2021 seeking qualified firms or individuals to provide Hazardous Materials Investigation, Waste Characterization, and Remediation Design and Inspection Services within the City of Seaside.

By the March 5, 2021 deadline, the City received Statement of Qualifications (SOQs) from seven firms. City staff reviewed the SOQs based upon criteria presented in the RFQ and selected the following three firms as the best qualified firms to meet the City's needs:

- 1.) Vista Environmental Consulting of San Leandro, CA
- 2.) TRC of San Francisco, CA
- 3.) M3 Environmental Consulting LLC of Monterey, CA

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.

FISCAL IMPACT

There is no fiscal impact with approval of an On-Call consultant list.

ATTACHMENTS

1. 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 VISTA ENVIRONMENTAL CONSULTING, TRC, AND M3 ENVIRONMENTAL CONSULTING TO PROVIDE ON-CALL HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION SERVICES

WHEREAS, Hazardous Materials Investigation, Waste Characterization, and Remediation Design and Inspection Services (Hazardous Materials Consulting Services) include vast array of skills including identification of toxic and hazardous substances, wastes characterization; preparation of reports, preliminary plans, working drawings, and cost estimates for abatement; specifications for remediation and disposal, bidding and construction support; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in hazardous materials consulting services; and

WHEREAS, on February 18, 2021, the City released a Request for Qualifications for professional services for Hazardous Materials Consulting Services; and

WHEREAS, on March 5, 2021, proposals were received from seven firms offering Hazardous Materials Consulting Services; and

WHEREAS, City Engineering staff reviewed and selected the three top firms: Vista Environmental Consulting, TRC, and M3 Environmental Consulting, 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 Vista Environmental Consulting, TRC, and M3 Environmental Consulting, to provide Hazardous Materials Consulting Services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Hazardous Materials Consulting 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 April 1, 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 1st day of April, 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: April 1, 2021

**SUBJECT: APPROVAL OF A RESOLUTION MODIFYING THE POSITION
ALLOCATION LIST TO ADD ONE COMMUNICATION AND
COMMUNITY ENGAGEMENT SPECIALIST AND ESTABLISHING
THE SALARY FOR THE POSITION**

RECOMMENDATION

Approve the resolution establishing the classification of Communications and Public Engagement Specialist.

BACKGROUND

It is recommended the Council authorize the addition of a Communications and Public Engagement Specialist. This position will be full-time, be placed in the City Manager's Office, assigned to the Seaside City Employees' Association, and paid a top step hourly pay rate of \$33.202 per hour.

This position is necessary to assist staff of all departments with implementing and advancing the Council's strategic objectives; communicating transparently and proactively with the public; and responding promptly and consistently with requests for information from the public and the media.

FISCAL IMPACT

It is estimated this position will cost \$6,000 in Fiscal Year 2020/2021 and \$75,000 in Fiscal Year 2021/2022.

ATTACHMENTS

1. Communications Specialist Resolution
 2. Seaside Communications and Public Engagement Coordinator
-

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 MODIFYING
THE POSITION ALLOCATION LIST TO ADD THE POSITION OF
COMMUNICATIONS AND PUBLIC ENGAGEMENT SPECIALIST**

WHEREAS, the full-time Classification Plan may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide greater efficiency in the operation of the City and enhance service levels, certain job classifications have been prepared; and

WHEREAS, there is a need to modify the Position Allocation List to add one Communications and Public Engagement Specialist in the City Managers' Office; and

WHEREAS, the Communications and Public Engagement Specialist will be assigned to the Seaside City Employees' Association and paid a top step hourly pay rate of \$33.202, which is equivalent to Senior Administrative Assistant; and

WHEREAS, the addition of this position will enhance the City's services and will provide valuable support to the community; 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 approve modifying the Position Allocation List as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of April 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

COMMUNICATIONS AND PUBLIC ENGAGEMENT SPECIALIST

DEFINITION

Under general direction of the City Manager or her/his designee, to produce, promote, manage, implement and coordinate communications, public relations, marketing and media outreach activities for the City utilizing a variety of innovative tools and mechanisms; lead the City to develop and implement the City's online and social media presence and interactive outreach strategy; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from management staff. May provide functional supervision of part-time staff or volunteers.

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.

- Develops, maintains, and manages City website and ensures web content is current and innovative, leading the City in quality;
- Plans, designs, produces, oversees and implements communications, and information programs, which include news releases, social media platforms, videos, public service announcements (Internet, television, and radio), public information campaigns, crime prevention campaigns, articles, internal and/or external newsletter development, and other marketing programs and activities;
- Develops a unified City-wide presence and messaging for web-based or social media communications;
- May conduct on-camera, radio, or in-person interviews with members of the news media and public;
- Develops and implements a common message and consistent branding for the City;
- Responds to special events outside of normal working hours;
- Oversees, monitors and responds, as necessary, to City social media channels, mainstream media publications, and other online content or issues of public concern;
- Establishes and develops positive working relationships with news media, civic organizations and other community groups;
- Gathers and prepares information regarding City business and activities for news release to the media;
- Contacts appropriate media representatives and arranges for news releases;
- Develops and coordinates the delivery of specific outreach events and activities, targeting special population groups within the City;
- Provides technical assistance as necessary;
- Prepares correspondence, reports and other documents and maintains records;

- Promote a positive City image by maintaining excellent internal and external customer relations; and
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles, practices and methods of public relations and community outreach; principles and practices of communication methods, marketing strategies and techniques, including media outlets and social media; latest technologies, platforms, and mechanisms for social media and interactive outreach; web-based communications tools and approaches; principles and practices of effective citizen engagement and outreach in a technology-based society; operational characteristics, services and activities of local government; modern office practices, methods and computer applications; video editing software; English and Spanish usage, grammar, spelling, vocabulary and punctuation.

Ability to:

Develop and implement outreach, marketing, and communications strategies; plan, coordinate and manage media relations and outreach and public information programs and projects; analyze, interpret, and evaluate staff reports, new laws, regulations and codes relevant to the community/public information field; maintain confidentiality; track community engagement, growth, and measure effectiveness of social media strategies; film, edit, and produce movies for City related matters; assemble, organize and analyze issues, and present findings and recommendations in written or oral form; Establish and maintain effective working relationships with other employees, municipal officials, and the public; Carry out assignments without detailed instructions and supervision; Write accurate and concise technical reports and memoranda. Attend evening and weekend meetings. Communicate clearly and concisely, both orally and in writing.

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:

Experience:

At least one year of responsible experience in graphic arts, marketing, public relations, media relations, corporate communications, or public affairs, or demonstration that required knowledge, skills, and abilities were attained through education and/or internships.

Education / Training:

A graduation from, or enrollment in, an accredited college or university with major course equivalent to an Bachelor's Degree in Graphic Arts, Journalism, Communications, Public Relations, Marketing, Public Administration, or Business Administration or closely related field.

Must be bilingual, both verbally and in writing, in English/Spanish.

Licenses and Certifications:

- Must possess a valid California Drivers' License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to visit various City sites, including traversing uneven terrain and climbing stairs; to attend meetings and to operate a motor vehicle; vision to read printed materials and a computer screen, and write citations; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office and partially a field operations classification; frequent standing and walking between work areas is required. Finger dexterity is needed to access, enter, and retrieve data using a computer 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 weighing up to 40 pounds.

ENVIRONMENTAL ELEMENTS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibrations, and hazardous materials. Employees may interact with upset staff and/or members of the public in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Must be willing to work nights, evenings, weekends, and holidays as needed.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ben Nurse, Housing Program Manager

DATE: April 1, 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

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 was approved by Council at the March 18th, 2021 meeting, and was submitted electronically to HCD on March 26, 2021.

FISCAL IMPACT

There is no fiscal impact associated with this mandated report.

ATTACHMENTS

1. General Plan Annual Progress Report
 2. General Plan 2020 APR Reporting to OPR Resolution
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



4/1/2021

General Plan Annual Progress Report 2020

Presented to Seaside City Council, April 1, 2021

Table Contents

I.	Introduction.....	2
II.	Housing Items	2
III.	Conservation, Open Space, and Parks Items.....	7
IV.	Infrastructure Items	9
V.	School Items.....	13
VI.	Safety Items.....	14
VII.	Business & Economic Development Items.....	15
VIII.	Emergency Response & COVID-19 Related Items	18

I. Introduction

This document summarizes General Plan activities undertaken by the City of Seaside from January to December 2020.

II. Housing Items

Campus Town Specific Plan approved, 3/20/2020

The project will develop and construct 1,485 units consisting of single-family dwellings and townhouses, condominium units, apartments and associated improvements on 85 acres of the former Fort Ord military base. The Project is required to include twenty (20%) percent or 297 affordable housing unit(s) pursuant to the City's Affordable Housing Ordinance.

- **Policy ED-1.4 (Economic Development):** Create a favorable environment in the Gigling Road /Surplus II Area to establish quality urban development compatible with CSUMB's academic environment, provide employment opportunities with high pay and benefits for community residents, new high-density rental and ownership housing opportunities and generate revenue to support City services.
- **Implementation Plan ED-1.4.1 Specific Plan.** Prepare a Specific Plan for the Gigling Road/Surplus II Area that will preclude additional non-profit organizations other than those with land conveyances through the Fort Ord Closure Process from locating in the area. The Specific Plan should include design criteria, infrastructure improvements and development incentives to attract revenue-generating businesses to the area.
- **Policy ED-5.1:** Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.
- **Implementation Plan ED-6.1.1** Attract Research and Business Park Uses. Create a suitable environment to attract research and business park uses in North Seaside and coordinate with UC MBEST to prevent duplication of efforts.
- **Policy ED-8.1:** Encourage development that helps the City achieve a jobs/housing ratio of 1.5:1.
- **Implementation Plan C-1.2.1 (Circulation):** Traffic Studies and Impact Assessments.
- **Policy C-3.3:** Promote mixed use, higher density residential, and employment-generating development in areas where public transit is convenient and desirable.
- **Policy H-1.1(Housing):** Maintain a variety of housing types, sizes, and prices throughout the city to increase housing choice and ensure that households of all types and income levels have the opportunity to find suitable ownership or rental housing.
- **Policy H-1.3:** Encourage the construction of high-density, well designed housing and residential-commercial mixed use projects.

- **Policy H-2.5:** Ensure that units produced for very-low, low and moderate-income households are maintained as affordable units through deed restrictions and other reasonable programs.
- **Policy H-3.5:** Facilitate the development and provision of affordable housing through regulatory incentives, density bonuses, and other financial assistance.
- **Implementation Plan COS-2.1.1 Consult Water Agencies:** During the development review process, consult with local and regional water agencies to assess whether the water demand associated with the project is included in the agency's most recent Urban Water Management Plan and whether existing supplies can meet the project's demand for water.
- **Implementation Plan COS-2.1.2 Water Supply Verification.** Condition approval of all development plans on verification of an assured long-term water supply.
- **Implementation Plan N-1.1.1 Compatible Development.** Review discretionary development proposals for potential on and off-site stationary and vehicular noise impacts per the California Environmental Quality Act (CEQA). Any proposed development located within a 60 dB or higher noise contour shall be reviewed for potential noise impacts and compliance with the noise and land use compatibility standards. The thresholds established in the Zoning Ordinance, Noise Ordinance, the Noise Contours Map, and Tables N-1 and N-2 of the Noise Element will be used to determine the significance of impacts.
- **Implementation Plan S-2.2.3 (Safety): Project Mitigation.** Protect the community from hazards related to hazardous materials by requiring feasible mitigation to be incorporated into new discretionary development and redevelopment proposals to address hazardous materials impacts associated with those proposals.
Implementation Plan S-3.3.1: Police Department Consultation. Consult with the Police Department during the project review process, ensure that the new development and redevelopment projects include design techniques and site planning aimed at reducing criminal activity.
- **Implementation Plan S-3.3.2: Crime Prevention Through Environmental Design (CPTED).** Ensure that public and private projects provide and maintain adequate street and property lighting to protect public health and safety.
- **Policy LU-2.1 (Land Use):** Encourage consolidation of under-performing and underutilized commercial properties.

Parker Flats Apartment Project moving forward, 11/19/2020

Approved sale of property and an allocation of 14 Acre Feet (AFY) of Fort Ord water for residential reuse of the former Medical Officers Barracks located at 4386-4387 Parker Flats Cutoff Road for residential reuse. The project consists of the rehabilitation and renovation of two (2) abandoned military nursing barracks to create forty (40) two-bedroom multi-family residential units on 5 acres of the former Fort Ord. Eight (8) rental units will be restricted to occupancy by low-income households for a period of thirty (30) years.

- **Policy ED-1.4 (Economic Development):** Create a favorable environment in the Gigling Road /Surplus II Area to establish quality urban development compatible with CSUMB's academic environment, provide employment opportunities with high pay and benefits for community residents, new high-density rental and ownership housing opportunities and generate revenue to support City services.
- **Policy C-3.3 (Circulation):** Promote mixed use, higher density residential, and employment-generating development in areas where public transit is convenient and desirable.
- **Policy H-1.3:** Encourage the construction of high-density, well designed housing and residential-commercial mixed use projects.
- **Policy H-2.5:** Ensure that units produced for very-low, low and moderate-income households are maintained as affordable units through deed restrictions and other reasonable programs.
- **Implementation Plan COS-2.1.1 Consult Water Agencies:** During the development review process, consult with local and regional water agencies to assess whether the water demand associated with the project is included in the agency's most recent Urban Water Management Plan and whether existing supplies can meet the project's demand for water.
- **Implementation Plan COS-2.1.2 Water Supply Verification.** Condition approval of all development plans on verification of an assured long-term water supply.

Ascent Apartment Project Moves Forward, 7/2/2020

Approved additional .83523 Acre Feet per Year (AFY) to the Terrace and Broadway properties in support of the Ascent projects water permit application to Monterey Peninsula Water Management District. The Ascent project will transform the corner of Broadway Avenue and Terrace Street, a vast and nearly vacant lot, into a ten building workforce rental housing development consisting of 106 one bedroom, two bedroom, three bedroom units and townhouses, with 16 of those being affordable units. The project will also develop 4,000 square feet of retail space, and green space areas for residents.

- **Policy ED-1.1:** Encourage the full and efficient use of vacant and underutilized parcels in appropriately designated areas to support the development and expansion of targeted industrial and commercial facilities.
- **Policy ED-5.1:** Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.
- **Implementation Plan ED-1.1.3 Accelerated Entitlement Processing.** Institute accelerated entitlement processing for economic development projects.
- **Policy ED-8.1:** Encourage development that helps the City achieve a jobs/housing ratio of 1.5:1.
- **Policy H-1.1:** Maintain a variety of housing types, sizes, and prices throughout the city to increase housing choice and ensure that households of all types and income levels have the opportunity to find suitable ownership or rental housing.

- **Policy H-1.3:** Encourage the construction of high-density, well designed housing and residential-commercial mixed use projects.
- **Policy H-2.5:** Ensure that units produced for very-low, low and moderate-income households are maintained as affordable units through deed restrictions and other reasonable programs.
- **Policy H-3.5:** Facilitate the development and provision of affordable housing through regulatory incentives, density bonuses, and other financial assistance.
- **Policy C-3.3:** Promote mixed use, higher density residential, and employment-generating development in areas where public transit is convenient and desirable.
- **Implementation Plan COS-2.1.1 Consult Water Agencies:** During the development review process, consult with local and regional water agencies to assess whether the water demand associated with the project is included in the agency's most recent Urban Water Management Plan and whether existing supplies can meet the project's demand for water.
- **Implementation Plan COS-2.1.2 Water Supply Verification.** Condition approval of all development plans on verification of an assured long-term water supply.
- **Implementation Plan S-3.3.1: Police Department Consultation.** Consult with the Police Department during the project review process, ensure that the new development and redevelopment projects include design techniques and site planning aimed at reducing criminal activity.
- **Implementation Plan S-3.3.2: Crime Prevention Through Environmental Design (CPTED).** Ensure that public and private projects provide and maintain adequate street and property lighting to protect public health and safety.

The Neighborhood Improvement Commission (NIC) awards the House of the month during City Council meetings. The NIC also facilitates periodic neighborhood clean-ups.

- **Implementation Plan LU-3.2.2** Advertise Residential Improvement Programs.

ADU Related Housing Items

Executed a contract with the architectural firm, Workbench, to prepare the architectural drawings required for the Accessory Dwelling Unit Demonstration Project, 1/23/2020.

As part of the City of Seaside's portfolio of strategies to increase affordable housing in the City, strategic direction was given to staff to focus on mechanisms to encourage the development of Accessory Dwelling Units (ADUs).

Acquired 956 Hilby Avenue, 7/2/2020

Used as site of ADU Demonstration Project and as future affordable housing.

- **Policy H-2.1:** Promote the repair, improvement and rehabilitation of housing in order to enhance the quality of life in neighborhoods and promote community identity and pride.

Approved the use of an Agency-owned property as Accessory Dwelling Unit Demonstration site to promote ADU development in the City. Two ADUs will be used as affordable rental housing units after the project is completed.

Adopted a resolution to authorize submittal of an application to the California State Department of Housing and Community Development for funding under the CALHOME program in the amount of \$1,000,000.00 for the development of ten Accessory Dwelling Units (ADUs) for low-income homeowners, 2/6/2020.

Approved an Ordinance Amending Seaside Municipal Code 13.24 Adjusting Qualifications for Water Allocations for Accessory Dwelling Units (ADUs) and Adding Retrofit Requirements; and Adoption of Resolutions Setting a Cost for Water Release Permits for ADUs, Allocating 5 Acre Feet for The Residential ADU Category, and Approving an ADU Water Allocation Policy, 12/3/2020

- **Policy H-1.1:** Maintain a variety of housing types, sizes, and prices throughout the city to increase housing choice and ensure that households of all types and income levels have the opportunity to find suitable ownership or rental housing.
- **Policy H-1.4:** Maintain a geographic dispersal of units affordable to very-low, low and moderate-income households throughout the City.
- **Policy H-1.5:** Reduce potential governmental constraints to the production, maintenance, and development of housing.
- **Policy H-1.6:** Support the concept of "aging in place" by maintaining a range of housing types that allows people to remain in the community as their housing needs change.
- **Implementation Plan LU-5.3.1 Water Conservation.** Continue to require new public and private development and redevelopment projects to install and utilize water conservation measures per Section 13.18.010 of the Seaside Municipal Code.

Board of Architectural Review approved design review approval for the construction of 61 new single-family dwellings within the Seaside Resort Development, and approved and recorded Phase 3B Final Map for the Seaside Resort Estates, 4/15/2020, and 5/21/2020

- **Policy H-2.6:** Through a design review process, ensure new residential developments and revitalization projects are compatible (i.e., scale, size, height, design and appearance) with surrounding uses.
- **Policy LU-4.1:** Require that all new development: 1) funds its share of community services and facilities (e.g., parks, roads, trails, and utilities); 2) uses

quality design and materials; and 3) is compatible with surrounding uses, the site, and available infrastructure.

- **Policy ED-5.1:** Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Approved a resolution to execute and deliver a bond funding agreement to the Fort Ord Reuse Authority in order to receive bond revenues for building removal activities, 5/7/2020

- **Implementation Plan S-2.2.1: Hazardous Materials.** Minimize public health risks and environmental risks from the use, transport, storage, and disposal of hazardous materials.
- **Implementation Plan S-2.2.2: Superfund.** Cooperate with the federal government to obtain Superfund monies and implement Superfund cleanup activities to eliminate the environmental hazards associated with past military activities at the former Fort Ord.

Approved receipt of Regional Early Action Planning (REAP) Grant intended to help regional entities facilitate local housing production that will assist local governments in meeting their Regional Housing Needs. The Association of Monterey Bay Area Governments (AMBAG) facilitates the REAP grant applications for this area. The REAP grant funds, \$165,000, will allow the City of Seaside to complete the final updates needed for the General Plan Update, Environmental Impact Report (EIR), and Zoning Code, 10/15/2020

- **Policy H-3.1:** Participate in programs assisting in the production and conservation of adequate, safe, and attractive housing affordable to very-low, low and moderate-income households and other special needs groups.

III. Conservation, Open Space, and Parks Items

Basketball Court at Sonoma Ave & Contra Costa St. acquired by City of Seaside and completely renovated for public use, 4/7/2020

- **Policy COS-1.1 (Conservation and Open Space):** Provide a variety of well-maintained public parks and recreational facilities for Seaside residents.
- **Policy COS-1.2:** Encourage public-private partnerships to fund, develop, and maintain parks and recreational facilities in the community.
- **Policy C-3.3:** Promote mixed use, higher density residential, and employment-generating development in areas where public transit is convenient and desirable.

Executed Fort Ord Reuse Authority and City of Seaside Environmental Services Cooperative Agreement (ESCA) and Local Redevelopment Authority (LRA) Successor Implementing Agreement to accept environmental stewardship of former Fort Ord lands, 2/20/2020

Adopted Resolution accepting Property Transfer from the Fort Ord Reuse Authority to the City of Seaside, 6/18/2020

- **Implementation Plan S-2.2.1: Hazardous Materials.** Minimize public health risks and environmental risks from the use, transport, storage, and disposal of hazardous materials.
- **Implementation Plan S-2.2.2: Superfund.** Cooperate with the federal government to obtain Superfund monies and implement Superfund cleanup activities to eliminate the environmental hazards associated with past military activities at the former Fort Ord.
- **Implementation Plan COS-1.3.1 Acquire land for Trails System.** Cooperate with private developers and public agencies to acquire land and funding to develop and maintain the local and regional trails system.
- **Policy COS-4.1:** Preserve ecological and biological resources by maintaining these resources as open space.

Approved a non-exclusive blanket public utility easement on a portion of City property with APN 031-031-018 and authorized the City Clerk to record a certified copy of the resolution in the Monterey County Office of the County Recorder. The California Park and Recreation Department (State Parks) proposes to construct the Fort Ord Dunes State Park Campground on portions of the former Fort Ord west of State Highway 1. The project will include amenities that require utilities such as power, natural gas, water, communications and sanitary sewer infrastructure. The utilities currently exist east of State Highway 1 and must be extended underground to the campgrounds. The optimal location to provide such extension is through a portion of City owned property. A nonexclusive blanket public utility easement is necessary to provide rights to the various utility providers to install, own, operate and maintain the utilities serving the campgrounds.

- **Policy COS-1.1 (Conservation and Open Space):** Provide a variety of well-maintained public parks and recreational facilities for Seaside residents.
- **Implementation Plan COS-1.1.4 Cooperative Park Planning.** Plan park and recreational facilities in cooperation with concerned public and private agencies and organizations, particularly school districts, neighborhood associations, and residents.
- **Policy COS-1.2:** Encourage public-private partnerships to fund, develop, and maintain parks and recreational facilities in the community.
- **Implementation Plan COS-1.2.3 Regional and Visitor-Serving Recreational Facilities.** Actively support the development of regional and visitor-serving recreational facilities and parks in the northern and eastern portions of the community. Use the City's website to identify appropriate locations for recreational facilities in eastern and northern Seaside.
- **Policy COS-1.3:** Maximize pedestrian, transit, and bicycle access to parks and other local and regional activity centers as an alternative to automobile access.

Adopted a Resolution Approving Application(s) for \$177,952 Per Capita Grant Funds from the State for Park Rehabilitation and Improvements, 9/3/2020

- **Policy COS-1.1 (Conservation and Open Space):** Provide a variety of well-maintained public parks and recreational facilities for Seaside residents.
- **Implementation Plan COS-1.1.4 Cooperative Park Planning.** Plan park and recreational facilities in cooperation with concerned public and private agencies and organizations, particularly school districts, neighborhood associations, and residents.

Accepted Environmental Impact Report for the Fort Ord Regional Trail and Greenway (FORTAG) and executed a master agreement on behalf of the City of Seaside, 5/21/2020

- **Implementation Plan COS-1.3.1 Acquire land for Trails System.** Cooperate with private developers and public agencies to acquire land and funding to develop and maintain the local and regional trails system.

Adopted a resolution endorsing the U.S. Bicycle Route 95 through the City of Seaside, 8/6/2020

Bicycle Route 95 is a national bicycle route for the West Coast of the United States, traveling through the states of Washington and Oregon with the proposed extension down through California to San Diego. As a supporting City, the City of Seaside will benefit both economically and environmentally for encouraging bicycle travel of the Monterey Bay coastline

- **Policy COS-1.3:** Maximize pedestrian, transit, and bicycle access to parks and other local and regional activity centers as an alternative to automobile access.

Approved a resolution approving a fiscal year 2020-2021 budget amendment of \$70,090 to appropriate funds to complete the Highland Otis Park Improvement Project, 12/17/2020

- **Policy COS-1.1 (Conservation and Open Space):** Provide a variety of well-maintained public parks and recreational facilities for Seaside residents.

IV. Infrastructure Items

Approved a Sewer Infrastructure Agreement with DBO Development for South of Tioga Development in Sand City, 1/14/2020

The Development proposed to abandon existing sewer infrastructure owned by Seaside County Sanitation District within the boundaries of the project and construct new sewer infrastructure and connections to be served by the District.

- **Policy LU-6.2 (Land Use):** Ensure new development and redevelopment projects provide adequate sewage collection infrastructure.

Awarded a professional services agreement to the Wallace Group for design of the nonpotable irrigation water storage tank at Laguna Grande Park, 1/9/2020

The existing well provided non-potable water for irrigation of Laguna Grande Park and City Hall landscaping areas. The improvements will reduce the demand of potable water from the Seaside Municipal Water System.

- **Policy LU-5.4:** Promote the use of recycled water for irrigation of parks, golf courses, and public landscaped areas in the community.

Retained Monterey Peninsula Engineering for emergency construction of storm drain repairs across Fremont Boulevard. 1/23/2020

- **Policy LU-8.1:** Maintain necessary flood control facilities.
- **Implementation Plan LU-8.1.1 Flood Control Facility Inspections.** Conduct regular inspections to ensure all publicly maintained flood control facilities are properly maintained.

Conducted bi-annual audit of Sewer System Management Plan (SSMP), 2/11/2020

Approved and certified the District's updated 2020 Sanitary Sewer Management Plan (SSMP) as required by the State Water Resources Control Board, 12/8/2020

The State Water Resources Control Board requires sanitary sewer agencies to prepare and maintain a SSMP in order to facilitate proper funding and management of the sanitary sewer system and minimize sewer spills.

- **Policy LU-6.1:** Maintain the existing sewer system to provide a high level of service to community neighborhoods.
- **Implementation Plan LU-6.1.1 Monitor MRWPCA Treatment Plant.** Continue to monitor the capacity of the MRWPCA treatment plant as new development projects are proposed, and identify required improvements to expand the plant's capacity.

Approved construction, construction management, and engineering support contracts Agreement to complete the Canyon Del Rey Sewer Main Replacement Project, 2/11/2020

- **Policy LU-6.1:** Maintain the existing sewer system to provide a high level of service to community neighborhoods.

Awarded construction contract to Precision Grade, Inc. for the Wanda Avenue Sidewalk Repair Project, 3/5/2020

- **Implementation Plan LU-3.1.1 Citywide Improvement Program.** Complete citywide improvement program, particularly in the southern portion of

Census Tract 140 and portions of Census Tract 136, to include installation of curb and gutter, curb cuts, sidewalks, and ADA improvements.

Approved a Resolution Authorizing Fiscal Year 2020-21 Street Repair Project List to Be Funded In Part with Sb1: The Road Maintenance Repair and Accountability Act Of 2017 Funds, And Authorized Staff to Submit to The California Transportation Commission, 3/5/2020

- **Policy C-1.1:** Design roadway capacities and ensure transportation facilities that adequately serve planned land uses.
- **Implementation Plan C-1.1.1: Capital Improvement Plan (CIP).** Continue to update on an annual basis the Capital Improvement Plan to plan for and fund future improvements to the circulation system, as well as other public facilities, including improvements to the existing pedestrian and bicycle system, within the community.
- **Policy C-1.3:** Coordinate improvements to and maintenance of the City circulation system with other major transportation and infrastructure improvement programs.

Approved a Construction Agreement with K.J. Woods Construction, Inc. to provide all labor, material, equipment, and services necessary to complete the Del Monte Boulevard Sewer Main Replacement Project, 2/20/2020

- **Policy LU-6.1:** Maintain the existing sewer system to provide a high level of service to community neighborhoods.

Seaside County Sanitation District approved an agreement with City of Seaside (City) to reimburse the City for upgrades to the sanitary sewer system as a part of the City of Seaside's Pavement Rehabilitation Project, 5/7/2020

Awarded a construction contract to Teichert Construction, and executed a contract amendment to service agreement with Harris & Associates to include design services, construction management, and inspection services for the Pavement Rehabilitation Project – Phase 3, 5/21/2020

- **Policy LU-6.1:** Maintain the existing sewer system to provide a high level of service to community neighborhoods.
- **Implementation Plan LU-3.1.1 Citywide Improvement Program.** Complete citywide improvement program, particularly in the southern portion of Census Tract 140 and portions of Census Tract 136, to include installation of curb and gutter, curb cuts, sidewalks, and ADA improvements.

Approved Professional Services Agreement with Wallace Group for engineering and technical services for the Fremont, Broadway, & Ortiz Sewer Main Upgrades Project, 4/14/2020.

- **Implementation Plan LU-2.6.1 Public Improvements on West Broadway.** Install public improvements, including: 1) roadway, right-of-way, drainage, and median improvements; 2) undergrounding of utilities; 3) angled, on-street parking, 4) upgrading to ADA requirements; 5) landscaping; 6) and provision of pedestrian-friendly improvements such as crosswalks, pedestrian and bicycle trails, sidewalks, street lighting and furniture, and public trash receptacles.
- **Policy LU-6.1:** Maintain the existing sewer system to provide a high level of service to community neighborhoods.

Approved Master Funding Agreement accepting the Transportation Agency for Monterey County (TAMC) award to the City of Seaside of \$204,171 for the Regional Surface Transportation Program (RSTP) Fair Share allocation. The grant award is for a three-year period ending fiscal year 2023, 6/4/2020

- **Implementation Plan C-1.2.2: Transportation Financing and Traffic Fee Ordinance.** Identify available funding sources and establish a financing plan to guide construction and funding of transportation system improvements. Require new development projects to construct and/or fund in whole or in part necessary traffic improvements associated with the proposed project. Transportation improvements should include both automotive, as well as alternative means of transportation.
- **Policy C-1.3:** Coordinate improvements to and maintenance of the City circulation system with other major transportation and infrastructure improvement programs.

Awarded a Professional Service Agreement to Harris & Associates for bid support and design services during construction for the Eucalyptus Road Infiltration Repair Project, 11/5/2020

- **Goal LU-8.1:** Provide a level of flood control and protection that meets the needs of the community.
- **Policy LU-8.1:** Maintain necessary flood control facilities.

Adopted the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan and executed a subreimbursement agreement with the Monterey Peninsula Water Management District (MPWMD), 9/3/2020

- **Policy COS-2.1:** Work with regional and local water providers to ensure that adequate supplies of water are available to meet existing development and future growth.
- **Implementation Plan COS-2.1.3 Water Supply Projects.** Continue to support efforts by Monterey Peninsula Water Management District (MPWMD) and Monterey County Water Resources Agency (MCWRA) to expand water supply through the development of new water sources, including new wells, desalination, importation of water, and water impoundment sites.

Approved the Municipal Water Tanks Rehabilitation Project, awarding a construction contract to Olympus and Associates, Inc., 9/3/2020

- **Implementation Plan LU-3.1.1 Citywide Improvement Program.** Complete citywide improvement program, particularly in the southern portion of Census Tract 140 and portions of Census Tract 136, to include installation of curb and gutter, curb cuts, sidewalks, and ADA improvements.
- **Policy LU-5.2:** Work cooperatively with local and regional water suppliers to ensure adequate water reserves.

Executed a Maintenance and Right of Entry Agreement with the property owner of McDonald's in Seaside. The McDonald's in Seaside had recently completed a renovation to their business. To satisfy the requirements of the City's storm water permit, the Project was required to develop and implement a Storm Water Control Plan (SWCP) and enter into Maintenance and Right of Entry Agreement (MROE) with the City. As certified by the Project's engineer and verified by City's engineering staff, the Project has constructed structural storm water control measures (SCMs) consistent with the associated SWCP, 10/15/2020

- **Policy LU-8.1:** Maintain necessary flood control facilities.
- **Policy LU-8.2:** Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.
- **Implementation Plan LU-8.2.1 Adequate Drainage Systems.** Apply appropriate development standards and fees to improve present drainage systems and provide adequate stormwater detention basins and sedimentary ponds with new construction. To ensure the best flood control facilities are provided and maintained, require new development to provide facilities that are visually attractive and ecologically beneficial. Ensure the development funds the on-going maintenance of the facilities. Require all drainage improvements to be constructed and maintained to the standards of the appropriate agency, and that all necessary encroachment permits are obtained from the City and Caltrans.

V. School Items

Approved use permit application no. UP-19-15 for Chartwell School. Applicant requested approval for a new modular classroom building and the permitting of two existing modular classroom buildings as permanent classroom buildings on the Chartwell School campus located at 2511 Numa Watson Road, 2/12/2020. Approval of high quality modern modular classroom buildings on the Chartwell School campus will provide for the quality accommodation of immediate and long-term future school enrollment for grades 6-12. The available infrastructure on site was sufficient to accommodate the proposed expansion of its middle and high school grades.

- **Goal LU-11:** Cooperate with local school districts and other educational organizations to ensure that a level of public education is provided that meets the community's educational needs.
- **Policy LU-11.1:** Consider impacts of proposed projects on school enrollment and facilities.

Approved the installation of 23 feet of red curb from the driveway apron of 1768 La Salle Ave to the curb ramp on the south side of La Salle Ave. at Lindberg Ct. to improve the visibility and safety of pedestrians utilizing the existing school crosswalk, 5/19/2020

- **Implementation Plan C-1.6.2: School Drop-off and Pick-Up Locations.** Cooperate with public and private school officials to identify problem locations for school drop-off and pick-ups. Work with school district officials, private schools, and the Parent Teacher Associations (PTAs) to reduce traffic congestion at schools in the morning and afternoon peak periods.

VI. Safety Items

Approved Memorandum of Understanding with Seaside Police Officers' Association (POA), 1/9/2020

Given the current recruitment and retention challenges, and the uncertainty of future City budgets, the parties agreed to a one-year MOU with the following provisions: to include 3.5% salary increase for all members of the POA and a \$2,000 Bonus.

- **Implementation Plan S-3.1.1: Level of Service.** During the budget process, ensure that adequate Police Department facilities and personnel are provided to meet adopted level of service standards.

Approved Community Social Services Grant Funding Awards, 10/15/2020

The awards were as follows: Community Human Services \$50,000.00, The Village Project, INC. \$116,820.00, Community Partnership for Youth \$100,000.00, Meals on Wheels \$20,000.00, Sun Street Centers \$30,760.00, and Seaside Aquatics Club \$2,420.00 Total awards were \$320,000.

- **Policy S-3.2:** Encourage increased community involvement as a way to reduce criminal activity.
- **Implementation Plan S-3.2.2: Youth Crime.** Encourage the development and operation of community and recreational facilities as a preemptive strategy to reduce youth-related crime.

Approved Resolution Authorizing a Reimbursement Agreement between the City of Marina, the City of Seaside, and the Monterey County Regional Fire District, 3/5/2020

- **Implementation Plan LU-1.6.1 Adequate Public Services.** Provide adequate public services to serve the newly developed areas including a

circulation system and transit facilities that provides convenient travel between the two areas.

- **Policy LU-9.1:** Adopt and maintain level of service (e.g., response times, call handling) and staffing standards for the Fire Department.
- **Policy S-1.3:** Reduce the risk of wildfire hazards in the community.
- **Implementation Plan S-1.3.2:** Fire Prevention.

Fiscal Year 2020/2021 Adopted Budget includes funding for a full-time and two part-time positions to provide social services and counseling programs to community members; serve as a liaison between law enforcement, schools, social services organizations and the community at large; and interview, assess, and refer clients to social service and support organizations.

- **Implementation Plan S-3.1.1: Level of Service.** During the budget process, ensure that adequate Police Department facilities and personnel are provided to meet adopted level of service standards.
- **Policy S-3.2:** Encourage increased community involvement as a way to reduce criminal activity.

VII. Business & Economic Development Items

Approved a Master Sign Program for the Subaru New Car Dealership in the Automotive Regional Commercial District, 3/4/2020

The proposed Master Sign Program is suitable for the purposes of the building and site and will enhance the character of the Auto Center and neighboring commercial properties.

- **Implementation Plan ED-5.1.3 Seaside Auto Center.** Continue to work with auto dealerships to enhance and expand the Seaside Auto Mall.
- **Policy LU-2.5:** Eliminate non-conforming signs.
- **Implementation Plan LU-2.5.1:** Develop and implement a Sign Ordinance that includes an amortization program for the removal of non-conforming signs.
- **Implementation Plan LU-2.7.1 Seaside Auto Center Plan.** Implement the Seaside Auto Center Plan to allow for additional new car dealerships, the expansion of current new car dealerships, parking garages, and related sales and services. To encourage the success of the Seaside Auto Center Plan, use Redevelopment Agency funds and other public and private funds for public infrastructure improvements, such as landscaping and street lighting.

Approved use permit for Costco Gas Service Station, 6/4/2020

The Costco service station is an infill development that is compatible with the auto center and other surrounding land uses by maintaining and diversifying the focused auto retail services of the auto center. The addition of a service station in the Auto Center also enhance economic viability of the existing auto center and provide a new retail amenity that is located along a major arterial commercial roadway, compatible

with the City's circulation network and surrounding land uses that will improve regional identity of the auto center.

- **Land Use Element Goal LU-1:** Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.
- **Policy LU-1.3:** Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.
- **Goal LU-2:** Revitalize existing commercial areas.
- **Policy LU-2.7:** Continue with the revitalization of the Seaside Auto Center.
- **Goal LU-4:** Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.
- **Policy LU-4.1:** Require that all new development is compatible with surrounding uses, the site and available infrastructure.
- **Goal LU-8.1:** Provide a level of flood control and protection that meets the needs of the community.
- **Policy LU-8.2:** Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.
- **Goal ED-4:** Attract and expand local serving retail and services in existing commercial areas.
- **Policy ED-4.1:** Encourage the development of retail establishments that will reduce leakage of resident spending.
- **Goal ED-5.1:** Attract new regional and visitor-serving businesses.
- **Policy ED-5.1:** Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.
- **Goal C-4:** Ensure adequate parking is provided throughout Seaside
- **Policy C-4.1:** Require off-street parking in new development and redevelopment projects.

Introduced and passed the ordinance adding Vehicles Services Minor as a use permit in the Regional Commercial Zoning District and approved Use Permit UP-20-03 for the construction of a new retail tire store and an American Legion service club, 11/19/2020

The infill development includes a retail tire store that will diversify the retail sales in the City and increase City sales tax revenues that can be used to fund future City services. The American Legion service club will provide a key service to facilitate the retired military community that reside on the Monterey Peninsula.

- **Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.**
- **Policy LU-1.3:** Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

- **Goal LU-2: Revitalize existing commercial areas.**
- **Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.**
- **Policy LU-4.1:** Require that all new development is compatible with surrounding uses, the site and available infrastructure.
- **Goal LU-8.1: Provide a level of flood control and protection that meets the needs of the community.**
- **Policy LU-8.2:** Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.
- **Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.**
- **Policy ED-4.1:** Encourage the development of retail establishments that will reduce leakage of resident spending.
- **Goal ED-5.1: Attract new regional and visitor-serving businesses.**
- **Policy ED-5.1:** Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.
- **Goal C-4: Ensure adequate parking is provided throughout Seaside.**
- **Policy C-4.1:** Require off-street parking in new development and redevelopment projects.

Approved Water Allocation request by Verducci Enterprises LP, Property Owner, and Sean Lim, Business Owner for 0.392 Acre Feet to Allow for the Conversion of a Former 1,740 Square Foot Coffee House to a 37 Seat Restaurant Located at 880 Broadway Avenue in the Commercial Mixed Use District, 12/2/2020

- **Policy ED-1.2:** Diversify the local economy by targeting business development and attraction efforts toward businesses whose economic cycles are less likely to correspond to those of major retailers in the City.
- **Policy ED-2.1:** Coordinate with regional economic development agencies and business serving organizations to provide support for business growth, retention, and expansion in Seaside.
- **Policy ED-2.2:** Support business expansion through active assistance to remove obstacles.
- **Policy ED-4.1:** Encourage the development of retail establishments that will reduce leakage of resident spending.

Approved Water Allocation request by Autopilot, Property Owner, and Seaside Realization, L.P., Business Owner, for 0.353 Acre Feet associated with a 5,039 Square Foot Addition to Cypress Coast Subaru, an existing Auto Dealership in the Automotive Commercial Zoning District, 12/2/2020

- **Policy ED-2.2:** Support business expansion through active assistance to remove obstacles.

- **Policy ED-5.1:** Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.
- **Implementation Plan ED-5.1.3 Seaside Auto Center.** Continue to work with auto dealerships to enhance and expand the Seaside Auto Mall.

Authorized the budget transfer of \$15,000 from the Community Development Planning and Zoning Fund to the City Manager Fund to support job growth within the Monterey Bay Region. California State University Monterey Bay established an incubator program to help new companies succeed and add jobs within the Monterey Bay Region. The City agreed to participate by making a financial commitment of \$15,000 to support economic diversification in our region for the startup of the program, 12/3/2020

- **Goal ED-2: Maintain a business climate in Seaside that supports the growth and prosperity of businesses that are advantageous to the community.**
- **Policy ED-2.1:** Coordinate with regional economic development agencies and business serving organizations to provide support for business growth, retention, and expansion in Seaside.
- **Implementation Plan ED-2.1.4 Marketing and Support Services for Businesses.** Support the efforts of the Seaside/Sand City Chamber of Commerce, the Gavilan and Cabrillo SBDCs, SCORE, and other County-wide agencies to provide marketing and other support services to Seaside businesses.

VIII. Emergency Response & COVID-19 Related Items

Adopted Resolution Ratifying Proclamation of Local Emergency due to COVID-19.

Approved and adopted urgency ordinance establishing emergency regulations establishing moratorium on evictions of commercial and residential tenants during the COVID-19 emergency, 3/19/2020

City Council unanimously adopted and extended the Urgency Ordinance that provides eviction protection and limited foreclosure protections when the failure to pay results from COVID-19 related loss. The resolution also provided for additional state authorized protections for renters and landlords who have had financial impacts due to COVID-19, 7/2/2020

Awarded \$199,874 in supplemental CDBG-CV grant funding from HUD to prevent, prepare for, and respond to coronavirus, 5/21/2020

Created a revolving business micro loan program leveraging assistance from the Monterey Peninsula Chamber of Commerce, the Community Foundation and the CSUMB Institute for Innovation and Economic Development to assist businesses in recovery from the COVID-19 Pandemic Emergency.

Received two rounds of CDBG-CV funding from HUD to be used to prevent, prepare for, and respond to coronavirus. The first round was for \$199,874

and was used for masks and to assist the Monterey County Food Bank. The second round was for \$339,767.

Signed first amendment to an agreement with the County of Monterey Emergency Medical Services Agency, ESO Solutions (software provider) and the City of Seaside for electronic emergency medical services data collection and reporting to the State of California to extend the agreement date to March 30, 2022, 4/16/2020

Authorized a new agreement among Monterey County public agencies for the County of Monterey to provide 9-1-1 emergency communications and dispatch services, 6/18/2020

Accepted the United Way Emergency Food and Shelter Program grant funds in the amount of \$35,000 for Rental Assistance during COVID-19 Pandemic, 6/18/2020

Approved agreement with Emergency Services Consulting International to craft a Community Risk Assessment/Standards of Cover Report. The CRA/SOC is a component of the process of accreditation through the Center for Public Safety Excellence (CPSE). Accreditation is a comprehensive self-assessment and quality improvement model that will allow the department to analyze past, present, and future service levels and internal performance factors and compare them to current research and fire service industry best practices. The purpose of this process is to develop a more efficient and effective emergency service organization.

- **Policy S-4.1:** Implement coordinated emergency response planning.
- **Implementation Plan S-4.1.1: Emergency Preparedness Plan.** Use a regularly updated Emergency Preparedness Plan for disaster planning and guidance in responding to emergencies. Annually review and update the Emergency Preparedness Plan under the provision of the State Emergency Management System format to maximize the efforts of emergency service providers (e.g., fire, medical, and law enforcement) and minimize human suffering and property damage during disasters. Provide annual practice sessions to the City. Support high-level multi-jurisdictional cooperation and communication for emergency planning and management. Solicit private individuals and organizations to enhance service provider communications and response with cellular telephones, ham radios, AM/FM radio, and cable television.
- **Policy S-4.2:** Educate City staff, residents, and businesses regarding appropriate actions to take during an emergency.
- **Policy H-3.1:** Participate in programs assisting in the production and conservation of adequate, safe, and attractive housing affordable to very-low, low and moderate-income households and other special needs groups.

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ACCEPTING THE ANNUAL PROGRESS REPORT OF THE GENERAL PLAN

WHEREAS, Government Code sections 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress to their legislative bodies, the Governor's Office of Planning and Research (OPR) and the Housing and Community Development (HCD) each year; and

WHEREAS, the annual progress report provides local legislative bodies and the public with progress of implementation of the General Plan and progress in meeting community goals; and

WHEREAS, annual progress reports must be presented to the local legislative body, usually as a consent or discussion item on a regular meeting agenda for review and acceptance; and

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council hereby acknowledges review of the 2020 General Plan Annual Progress Report for submission to the California Office of Planning and Research and the Office of Housing and Community Development.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 1st day of April 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



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: April 1, 2021

SUBJECT: APPROVAL 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 (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION

Approve the draft 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

At the March 18, 2021 Council meeting, the annual cannabis status report was presented and the approving motion by majority of the Council passed to print the attached ordinance.

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:

- 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

- 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

- 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

- 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

- 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

- 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

- Defines microbusiness, which will be used when SMC 17 Table 2-4 will be updated; and
- 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.

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. XXXX

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 N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, 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 hundred~~ 400 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: April 1, 2021

**SUBJECT: APPROVAL OF AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SEASIDE REPEALING AND REPLACING SEASIDE
MUNICIPAL CODE CHAPTER 8.31 GRAFFITI ABATEMENT
(SECOND READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Adopt revised draft ordinance repealing and replacing Seaside Municipal Code Chapter 8.31 Graffiti Abatement as passed to print.

BACKGROUND

On March 18, 2021, the Council unanimously moved to pass to print the attached ordinance.

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 18th day of March 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 1st day of April 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: April 1, 2021

**SUBJECT: EXTENSION OF URGENCY ORDINANCE 2000 DECLARING A
MORATORIUM ON THE ISSUANCE OF MOBILE FOOD TRUCK
USE PERMITS OR ANY NEW FOOD TRUCKS**

RECOMMENDATION

Approve the extension of Urgency Ordinance 2000 declaring a moratorium on the issuance of mobile food truck use permits or any new food trucks.

BACKGROUND

On February 4, 2021 the Council met and directed City staff to create a new mobile food truck ordinance. During the week of February 18, 2021, the City received complaints of mobile food trucks parking in front of brick and mortar stores and the community has raised concerns regarding the hours, truck density, residential impacts, traffic and pedestrian safety and proximity to and concentration of food trucks near brick and mortar restaurants, particularly in the downtown Broadway area. Accordingly, on February 18, 2021, the Council adopted Urgency Ordinance 2000 to address the food truck issue and allow City planning staff the time to research, develop and draft a new mobile food truck ordinance as requested at the February 4, 2021 meeting. City staff have begun the research and have a very conceptual outline for a draft ordinance.

City staff will continue to develop the draft ordinance and intend to bring it forward within the next ten months for consideration by the City Council and/or Planning Commission.

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

1. Extension of Urgency Ordinance 2000 Food Truck Moratorium
 2. Ordinance 2000 Emergency Ordinance Food Trucks
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

EXTENSION OF AN INTERIM URGENCY ORDINANCE 2000 OF THE CITY OF SEASIDE DECLARING A MORATORIUM ON THE ISSUANCE OF MOBILE FOOD TRUCK USE PERMITS OR ANY NEW FOOD TRUCKS

THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Findings.

WHEREAS, Government Code Section 65858 provides for the adoption as an urgency measure of interim ordinances for certain expressed purposes and by a vote of four-fifths (4/5) majority of the voting City Council members; and

WHEREAS, the City Council, after a duly noticed meeting on February 18, 2021 enacted Urgency Ordinance No 2000, for certain expressed purposes for a period of forty five (45) days; and

WHEREAS, the City of Seaside is in the process of reviewing and revising its Ordinances to fully address food truck applications and related issues. Preliminary research has been conducted, but additional questions and issues still need to be addressed; and

WHEREAS, the City Council finds that the zoning provisions now in effect do not fully or adequately address issues related to food truck applications and operations within the City of Seaside; and

WHEREAS, the urgency ordinance created a moratorium on new food truck applications which was reviewed by the City Council at its meeting of February 18, 2021; and

WHEREAS, Government Code section 65858 provides that an urgency ordinance may be extended for an additional ten (10) months and fifteen (15) days so long as publication has been placed in a newspaper of general circulation in Seaside or posted in three (3) public places throughout the City for a period of ten days prior to hearing; and

WHEREAS, the City Council finds that an extension of this ordinance for ten (10) months and fifteen (15) days would enable the required additional work and revisions to the food truck ordinance to be completed; and

WHEREAS, Section 65858(a) of the California Government Code permits the City Council to extend this interim urgency ordinance for up to ten (10) months and fifteen (15) days; and

WHEREAS, the City Council finds that the findings it made on February 18, 2021 remain true and correct and applicable to the extension of the urgency ordinance; and

WHEREAS, the City Council held and duly and properly noticed public hearing on , pursuant to Section 65090 of the California Government Code and applicable City requirements, to take public testimony about the extension of this interim urgency ordinance.

SECTION 3. Term. This Ordinance is an extension of urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Seaside Municipal Code Section 2.02.380.D and Government Code Section 36937(b) and therefore extends **Urgency Ordinance 2000** for ten (10) months and fifteen (15) days.

SECTION 4. CEQA Finding. The City Council finds there is no possibility the adoption of this Ordinance will have a significant effect on the environment. This

Ordinance merely amends the Seaside Municipal Code to prohibits new food truck applications or approvals for ten months or until the permanent ordinance is adopted. This Ordinance does not directly or indirectly authorize or approve any actual changes in the physical environment. Accordingly, the City Council finds that this Ordinance would be exempt from CEQA Guidelines at Title 14, Section 15061(b)(3) of the California Code of Regulations.

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

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

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

INTRODUCED, PASSED AND ADOPTED at a regular City Council meeting duly held on the 1st day of April, 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

ORDINANCE NO. 2000

AN URGENCY ORDINANCE OF THE CITY OF SEASIDE

DECLARING A MORATORIUM ON THE ISSUANCE OF MOBILE FOOD TRUCK USE PERMITS OR ANY NEW FOOD TRUCKS

THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. On February 18, 2021, the City Council adopted considered the adoption of this Ordinance at a duly noticed public meeting and on the basis of the record thereof finds the following facts to be true.

a. The City currently has multiple itinerant vendors, and in particular, food trucks, barbeque and food trailers and other similar mobile food cooking vehicles; and

b. Food trucks, barbeque and food trailers and other similar mobile food cooking vehicles (collectively "food trucks") encourage the congregation of people in a manner which is inconsistent with current public health guidelines; and

c. The City Council met on February 4, 2021 and directed that a new mobile food truck ordinance be developed; and

d. The community has raised concerns regarding the hours, truck density, residential impacts, traffic and pedestrian safety in the public right of way, proximity to and concentration of food trucks near brick and mortar restaurants which are of immediate concern; and

e. The City has received complaints of mobile food trucks parking in front of brick and mortar businesses; and

f. The City intends to study, within a reasonable time, the adequacy of its existing ordinances and the potential need to adopt or amend its regulations regarding mobile food trucks. The City Council and the people of Seaside require a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating issuance of use permits for mobile foods trucks and to allow the public adequate time to address the concerns raised above in order to prevent negative impacts on neighboring residents and the business community. The City Council has the authority to adopt an urgency interim ordinance pursuant to the Seaside Municipal Code and Government Code Section 65858 in order to protect the public health, safety, or welfare for a 45-day period.

g. There is a current and immediate threat to the public health, safety, and welfare presented by the issuance of mobile food truck use permits and precluding any approval of a mobile food truck.

h. There is therefore an urgent necessity for the City to adopt a temporary moratorium on the issuance of mobile vendor use permits and approval of any additional mobile food truck to take effect immediately.

Section 2. Moratorium. The City hereby declares a moratorium on the issuance of mobile food truck use permits or the approval of any additional mobile food truck.

Section 3. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Seaside Municipal Code Section 2.02.380.D and Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption. This Ordinance shall expire 45 days after its adoption unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858(a).

Section 4. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance and establishment of the interim moratorium hereby, will have a significant effect on the environment, because the moratorium imposes greater limitations on the issuance of use permits for mobile food trucks or the approval of any mobile food truck is in the City than the limitations currently required under the Municipal Code, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

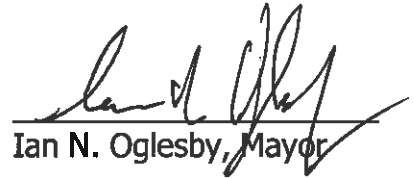
Section 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue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

Section 6. Urgency Measure. Pursuant to the facts set forth herein above, this ordinance is hereby declared to be an urgency measure necessary for immediate protection of the public health, safety and general welfare, and shall become effective immediately upon adoption if approved by at least four-fifths vote of the City Council and shall be in effect for 45 days from the date of adoption unless extended by the City Council as provided for in the Government Code.

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

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

AYES:	5	COUNCIL MEMBERS:	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None


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

DATE: April 1, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING IN THE AMOUNT OF \$586,160 FOR HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION 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 Vista Environmental Consulting in the amount of \$586,160 for hazardous material investigation, waste characterization, and remediation design and inspection 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 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 also 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 Developer has further communicated to staff a desire to begin Phase 2 development construction in early 2023. On March 18, 2021, City Council authorized a design contract with Harris & Associates to create plans and bid documents for the demolition of buildings associated with Phase 1 of Campus Town development, to include the visitor center, former Burger King restaurant, and the chapel. Before the buildings can be demolished, all hazardous materials must be identified, wastes must be characterized, and plans and specifications must be designed for remediation. Phase 1 work is anticipated to require six months to complete and Phase 2 will require at least an additional 12 months to finish.

The level of effort and specialized skills necessary for the hazardous materials investigation, waste characterization, and remediation design (plans and specification preparation) activities exceeds the current resources of the Engineering Division. On April 1, 2021, City Council is approving an On-Call list of consultants to provide Hazardous Material Investigation, Waste Characterization, and Remediation Design and Inspection (Hazardous Materials Consulting) services. Staff solicited a proposal from Vista Environmental Consulting (Consultant) from the list of consultants in support of the Campus Town development. The Consultant provided a proposal on March 18, 2021 in the amount of \$586,160.

Staff has reviewed the Consultant proposal and determined the scope of services are appropriate. Vista Environmental Consulting has the necessary staff resources, qualifications, and skills to successfully perform investigation and prepare remediation plans and specifications. In fact, the Consultant was selected by the Fort Ord Reuse Authority to perform hazardous material investigation and remediation for the demolition of fourteen buildings all located within the Campus Town project boundaries. Given the consultants previous work with FORA, including investigation of the former barracks, and the duration required to remediate Phase 2 locations, staff requested the proposal include the level of effort needed to support the entire Campus Town development (Attachment 3). The proposal represents the complete effort required to investigate, design for, and inspect the abatement for the remaining structures and other

improvements within the Phase 1 and 2 of Campus Town boundary and meet regulatory requirements.

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 Professional Services Agreement with Vista Environmental Consulting will be funded from those funds (Account No. 329-8110-1030). While the Fort Ord Reuse Authority performed a thorough analysis regarding the use and condition of the properties, there will always remain a potential for an unforeseen conditions requiring additional effort. Based upon the consultant previous direct experience working on the former Fort Ord, a 5% contingency is appropriate. Staff recommends the City Council authorize the City Manager to execute the Professional Services Agreement in the amount of \$586,160 with Vista Environmental Consulting and any amendments to the Agreement up to an amount of \$30,000 such that the total Agreement does not exceed \$616,160.

ATTACHMENTS

1. Resolution
2. Agreement
3. Map

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

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING IN THE AMOUNT OF \$586,160 FOR DESIGN SERVICES FOR THE DECONTAMINATION 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 decontamination activities exceeds the current resources of the City's Engineering Division; and

WHEREAS, on April 1, 2021, the City approved an on-call list for Hazardous Materials Investigation, Waste Characterization, and Remediation Design and Inspection services for a period of 3 years with optional two one year extensions; and

WHEREAS, Vista Environmental Consulting (Consultant) is included on the on-call services list; and

WHEREAS, Consultant has previously provided hazardous materials investigation services and prepared decontamination plans under contract with the Fort Ord Reuse Authority (FORA) for removal of buildings within the Property; and

WHEREAS, the Consultant submitted a proposal to provide hazardous materials investigation, waste characterization, and remediation design and inspection services for the buildings required to be removed for sale of the property for the Campus Development; 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 with Vista Environmental Consulting 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 Vista Environmental Consulting attached hereto as Exhibit 'A' in the amount of \$586,160 and execute amendments up to 5% of the initial contract value such that the total value of the contract does not exceed \$616,160.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of April, 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
CAMPUS TOWN HAZARDOUS MATERIALS CONSULTING
SERVICES**

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

1. TERM

This Agreement shall commence on April 2, 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, 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 Five Hundred Eighty-Six Thousand One Hundred Sixty Dollars (\$586,160) 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: Vista Environmental Consulting
2984 Teagarden Street
San Leandro, CA 94577
Att: Charles Bove, 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, Charles Bove shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Charles Bove 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 Charles Bove 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: Vista Environmental Consulting

By: _____
Charles Bove, Principal

Date: _____

City of Seaside
A Municipal Corporation

Craig Malin, City Manager

Date: _____

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

EXHIBIT A

SCOPE OF WORK

CAMPUS TOWN HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION & REMEDIATION SERVICES

On March 19, 2020, the City Seaside entered into an agreement for the development of approximately 122 acres of land on the former Fort Ord, a project more commonly known as Campus Town. Pursuant to 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 agreement envisions two phases of construction. As outlined below, the Consultant will be responsible for reviewing technical documents for the Project.

I. TASK DESCRIPTION

1. Hazardous Materials Assessment for asbestos, lead, PCBs and Universal hazardous wastes.
2. Waste Characterization for TTLC, TCLP and STLC (as appropriate) for lead.
3. Soil Sampling. Perform soil sampling beneath hardscape services including walkways and parking lots to detect for presence of hazardous materials.
 - a. Analyze for VOC & TPH-G, semi-volatiles, CAM 17 metals, organochlorine pesticides, polychlorinated biphenyls and hexavalent chromium.
 - b. Sampling methods per industry standard for residential re-use.
4. Abatement Cost Estimate. Based upon results of assessment, prepare an abatement cost estimate per building and location.
5. Hazardous Materials Abatement Design. Prepare plans and specifications to properly remediate hazardous materials identified from the site investigation phase to be incorporated into project bid documents.
 - a. Provide documents in CAD and/or PDF drawings.
6. Remediation Oversight & Monitoring. Provide daily observation of hazardous materials removal to include a final visual confirmation for each building and location.
 - a. Include appropriate air monitoring for asbestos and lead.
 - b. Provide daily reports documenting progress to include summary of analytical results of any monitoring.
 - c. Sampling of Spoils. Includes sampling of stockpiled spoils generated from remediation activities.

II. SCHEDULE OF PERFORMANCE

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

1. Phase 1 of Development. Includes buildings and locations 1, 2, 3, & 5 of attachment 1. Consultant will complete tasks 1 through 5 for phase 1 within 45 calendar days from the Notice to Proceed. Task 6 will be coordinated with the award of a decontamination contract.

2. Phase 2 of the Development. Includes locations 4, 6, 7, 8, & 9 identified within attachment 1. The City will coordinate a specific schedule. Tasks would be expected to be complete as follows:
 - a. Tasks 1 through 3: 45 days from a phase 2 notice to proceed.
 - b. Tasks 4 & 5: 90 days from phase 2 notice to proceed.
 - c. Task 6: coordinated upon award of a decontamination contract.

III. DELIVERABLES

Consultant will provide written material in Adobe PDF format. Drawing shall be in CAD.

Deliverables include:

1. Hazardous Materials Survey Report including analytical results and field drawings.
2. Soil Investigation Report
3. Abatement Cost Estimate
4. Plans and specifications for abatement
5. Oversight Report to include daily reports and summary of any analytical results



March 18, 2021

Scott Ottmar, P.E.
Senior Engineer
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955
831-899-6885
sottmar@ci.seaside.ca.us

**RE: Hazardous Materials Consulting Services
Former Fort Ord – 9 Site Locations (Phase I & II)**

Dear Mr. Ottmar:

As per your request, I am forwarding to you this correspondence outlining the scope of work and estimated fees for the project referenced above.

OBJECTIVE

The objective of this project, as understood by Vista Environmental Consulting (Vista) is to provide hazardous material consulting services in support of the decontamination of buildings and site conditions at the former Fort Ord U.S. Army Post for the City of Seaside. The Project Site has been described by Mr. Ottmar via email and phone conversations. All locations are referenced below by number as assigned on the map provided by Mr. Ottmar and attached here.

This project will be conducted in the following phases over time, to be determined by the client:

Phase I: Hazardous Materials Investigation of Buildings 1, 2, 3, & 5, as well as decontamination and demolition of buildings including associated parking lots and other site improvements like concrete paths and sidewalks as identified on the map provided.

Phase II: Same as above, covering Buildings/Areas 4, 6, 7, 8 & 9

SCOPE OF SERVICES

1. Hazardous Materials Assessment

An assessment for asbestos, lead, PCBs (electrical) and Universal hazardous waste will be conducted at the Project Site for building structures and hardscapes. The assessment will be performed in adherence with applicable federal, state and local regulations.

- a. Vista's asbestos assessment will include the collection of up to 435 asbestos bulk samples. Samples will be submitted to an accredited laboratory for analysis by Polarized Light Microscopy (PLM) with a 3-5 day turnaround time.



- b. Up to 2 additional analyses by 400 point counting methodology are included in this proposal per building structure for determining the proper waste stream of positively “trace” asbestos identified materials.
- c. Vista’s lead construction screening assessment will include the use of an XRF direct read device of representative painted and coated surfaces for evaluation of lead levels prior to construction activities. This will not be a surface by surface inspection as outlined in the U.S. Department of Housing and Urban Development (HUD) *Guidelines For the Evaluation and Control of Lead-Based Paint Hazards in Housing* pursuant to Title X of the Housing and Community Development Act of 1992.
- d. Vista will also conduct a visual assessment to identify other potential regulated materials or environmental hazards within or on the structures. This visual assessment will include identifying items that could contain Polychlorinated Biphenyls such as ballasts and transformers, Universal Waste materials such as non-incandescent lamps and batteries, mechanical devices that contain coolant gases such as water fountains and HVAC systems, and devices that could contain low-levels of radiation such as smoke detectors and exit signs. No samples will be taken of these materials.
- e. Waste Characterization will be performed for TTLC, TCLP and STLC (as needed) for lead on each building/structure to be demolished in Phase I. Laboratory time is ten (10) working days per process once the lab receives the samples and results are given for each analysis. It should be noted that our strong working relationship with the laboratories, allows us to get results typically within 5 working days.
- f. Deliverables include a hazardous materials survey report and abatement cost estimates. The report will include analytical results and field drawings, and will be provided in electronic (PDF) format.
- g. Vista takes no responsibility for hazardous materials found outside the scope of services listed within this proposal.

2. Soil Sampling

Soil samples will be collected from below the hardscape as well as from around the perimeter of each building. One 4-point composite sample will be collected from the surface (0-6” bgs) perimeter of each building. A 3-point composite (0-6” bgs) will be collected from below each hardscape, after coring through the overlying asphalt/concrete.

Samples will be submitted to an accredited laboratory for the following analyses on a standard 10 business day turnaround:

- VOCs and TPH-G by USEPA Method 8260B;
- Semi-volatile Organic Compounds (sVOCs) by EPA Method 8270C;
- TPH-D and TPH-MO by USEPA Method 8015M following silica gel preparation by USEPA Method 3630M prior to analysis;
- CAM 17 Metals including Mercury by USEPA 6010B/7471A;



- Organochlorine Pesticides by USEPA Method 8081A;
- Polychlorinated Biphenyls (PCB) by EPA Method 8082;
- Chromium, Hexavalent by EPA Method 7196A;

A report of findings will be generated with review by a Professional Geologist, or qualified Industrial Hygienist.

These samples are for screening purposes only to identify possible worker safety issues and possible disposal issues. Additional sampling may be needed during construction for export of any soil for reuse or disposal and will be addressed in the specifications if initial results warrant and have been addressed in the subsurface and spoils sampling. No sampling below 6 inches will be completed unless requested for an additional fee.

If contaminants are found to be above acceptable regulatory levels, post-abatement confirmatory soil sampling will be required, costs for which are not covered in this proposal.

3. Abatement Cost Estimates

Based on the results of the Hazardous Materials Assessment, Vista will produce Abatement Cost Estimates per building for the client.

4. Hazardous Materials Abatement Design

- Vista will generate hazardous materials abatement specifications that address materials identified in the assessment that can be used for the project bidding.
- Vista will create hazardous materials CAD drawings for bidding purposes. Electronic backgrounds in CAD and PDF format will be provided by the City's Project Architect/Engineers. Drawings will be delivered via electronic means to the client's representative. No printed version will be provided as part of Vista's submission.

5. Hazardous Materials Remediation Oversight & Monitoring

- Vista will perform daily observation and monitoring of the removal of the hazardous materials impacted by the construction activities. At the completion of the abatement activity, Vista will conduct a final visual of the abatement areas to assure that the contractor has removed these materials in accordance with the project documents.
- Vista will perform air monitoring utilizing Phase Contrast Microscopy (PCM) for asbestos. PCM area samples will be analyzed on-site by our trained technician. Lead air area samples will be collected during abatement activities, as needed.
- Vista will record daily activity on field forms that inform the owner of what occurred on the site as it pertains to the abatement.
- Deliverables include a hazardous materials remediation oversight report. The report will include a summary report, field observation forms, analytical results and any other pertinent documentation and will be provided in electronic (PDF) format
- This is based on estimated 244 daily 8-hour shifts of oversight for both Phases I & II.



- f. This proposal assumes that Hammerhead buildings (#9) will be abated two at a time concurrently.

6. Sampling of Spoils

For both Phases of this project, Vista will sample stockpiled spoils generated from the removal of buried utility lines. Up to 8 samples will be collected during Phase I and up to 20 samples during Phase II. Samples will be submitted to an accredited laboratory for analysis as described in #2 above. Note: Sampling of spoils will be conducted as needed, dependent on removal of remnant subsurface utilities.

7. Exclusions

- Soil sampling immediately at perimeter of Hammerhead Buildings (#9) is excluded due to concrete cap present.
- This proposal assumes no Underground Storage Tanks (USTs) are present at the Project Site.
- The oversight & monitoring for Area #9 assumes two of the Hammerhead buildings will be abated concurrently.
- According to the Bay Area Stormwater Management Agencies Association (BASMAA), Hammerhead building construction would require them to have a model PCB Priority Building Materials Screening Assessment to ensure that PCBs do not enter the municipal storm drains from demolition activities. Although the Project Site Hammerhead buildings (#9) are not subject to this currently, Vista can provide a quote for that work if local regulatory or contractual conditions change in the future.

FEES

The Time & Materials Not to Exceed fees are presented in the table attached.

Thank you for the opportunity to present this bid. We look forward to working with you on this project.

Sincerely,

Charles Bove
Principal

RESPONSE

Accepted by	Title	Date
-------------	-------	------

Exhibit B

Fees: City of Seaside, Former Fort Ord Buildings

Phase	Building/ Area	HM Survey	Waste Characterization	Abatement Cost Est.	Design	Abatement Oversight & Monitoring	Surface Soil Sampling **	Historic Review & Walk-Thru	Subsurface & Spoils Sampling **	Total Phase I	Total Phase II
I	1, 2, 3 & 5	\$34,900	\$6,300	\$4,200	\$17,080	\$60,600	\$21,230		\$25,125	\$169,435	
II	4, 6, 7, 8	\$9,400	0	\$700	\$6,720	\$7,380	\$21,600		\$55,125		\$100,925
II	9			\$4,000	\$10,000	\$299,000		\$2,800			\$315,800
TOTAL		\$44,300	\$6,300	\$8,900	\$33,800	\$366,980	\$42,830	\$2,800	\$80,250	\$169,435	\$416,725
										\$586,160	

* Price for abatement oversight & monitoring is based on 2 Hammerhead buildings being done concurrently

** Fees for additional post-abatement confirmatory soil samples, if soil contamination is found and needs remediation, will be assessed at \$2,000 each.



Vista Environmental Consulting, Inc. 2021 Time and Materials Rate Sheet

Hourly Rates by Job Classification

The hourly rates listed below include direct salary, mandatory costs (fringe benefits, overhead and profit, etc.).

Principal-in-Charge **\$200.00/hour**

Typically reviews contractual documents, reviews and signs legal documents, reviews and signs finished deliverables.

Certified Industrial Hygienist (CIH) **\$215.00/hour**

Typically reviews and signs deliverables that require a CIH stamp to be placed on document. Assists in the development of hazardous materials and chemical specifications and other documents that may be required for more esoteric environmental issues.

Project Manager **\$175.00/hour**

Typically directs field staff on all hazardous materials surveys and investigations. Develop deliverables such as survey, investigation and observation reports, specifications, and drawings.

Project Field Coordinator **\$135.00/hour**

Typically directs field staff on all hazardous materials surveys and investigations. Assists in the development of deliverables such as surveys, investigation and observation reports, specifications, and drawings.

IH Field Technician – Certified Asbestos Consultant **\$125.00/hour**

Typically performs surveys, inspections and abatement oversight under the direction of the project manager and/or the project field coordinator.

IH Field Technician – Certified Asbestos Site Surveillance Technician **\$105.00/hour**

Typically performs surveys, inspections and abatement oversight under the direction of the project manager and/or the project field coordinator who are Certified Asbestos Consultants.

IH Field Technician – CDPH Lead Certified **\$105.00/hour**

Typically performs lead surveys using a Niton XRF, inspections and abatement oversight under the direction of the project manager and/or the project field coordinator.

Clerical **\$70.00/hour**

Typically performs data entry on reports, specifications and accounting. Also will perform copying, shipping and assisting in the completion of document deliverables.

**Overtime/Holiday**

Overtime may be assessed at 25% above the rates listed above.

Weekend/Night

Weekends and night work will not have an additional premium for the rates listed above.

Sample Analysis Costs/Bulk and Air

Turn Around Time	<12 hour	24 hour	2 day	3-5 days
PLM	\$ 30.00	\$ 25.00	\$ 22.00	\$ 20.00
400 point count	\$ 135.00	\$ 115.00	\$ 105.00	\$ 95.00
Lead - Flame AA	N/A	\$ 30.00	\$ 25.00	\$ 23.00
PCM* O.S.	\$ 12.00	---	---	---
PCM - Lab	\$ 20.00	\$ 17.00	\$ 15.00	\$ 13.00
TEM	\$ 175.00	\$ 145.00	\$ 125.00	\$ 105.00

All other samples will be assessed at Cost and shipping plus 20% for samples not able to be done by local laboratory. Any off hour or weekend analysis will be assessed at the <12 hour fee plus 25% plus a \$300 fee to staff the laboratory as dictated from the laboratory. Any off hour or weekend analysis must be pre-approved by the District.

**PCM samples can be read on-site utilizing our portable laboratory. All our technicians are AIHA PAT Proficient.*

Equipment (rental/lease)

Our in-house standard equipment which includes, high and low volume pumps, trucks, sampling equipment, will not have additional fees assessed for the use on this project. Commonly used specialty equipment will be assessed at the following fees:

	Niton XRF (in-house)	\$400.00/Day
	Scissor lift to reach inaccessible roofs or structures plus safety harness	\$500.00/Day
	Infrared Camera to investigate water intrusion	\$250.00/Day
	Sampling equipment for other hazardous materials not in RFP (Unit, shipping, etc.)	Cost + 15%

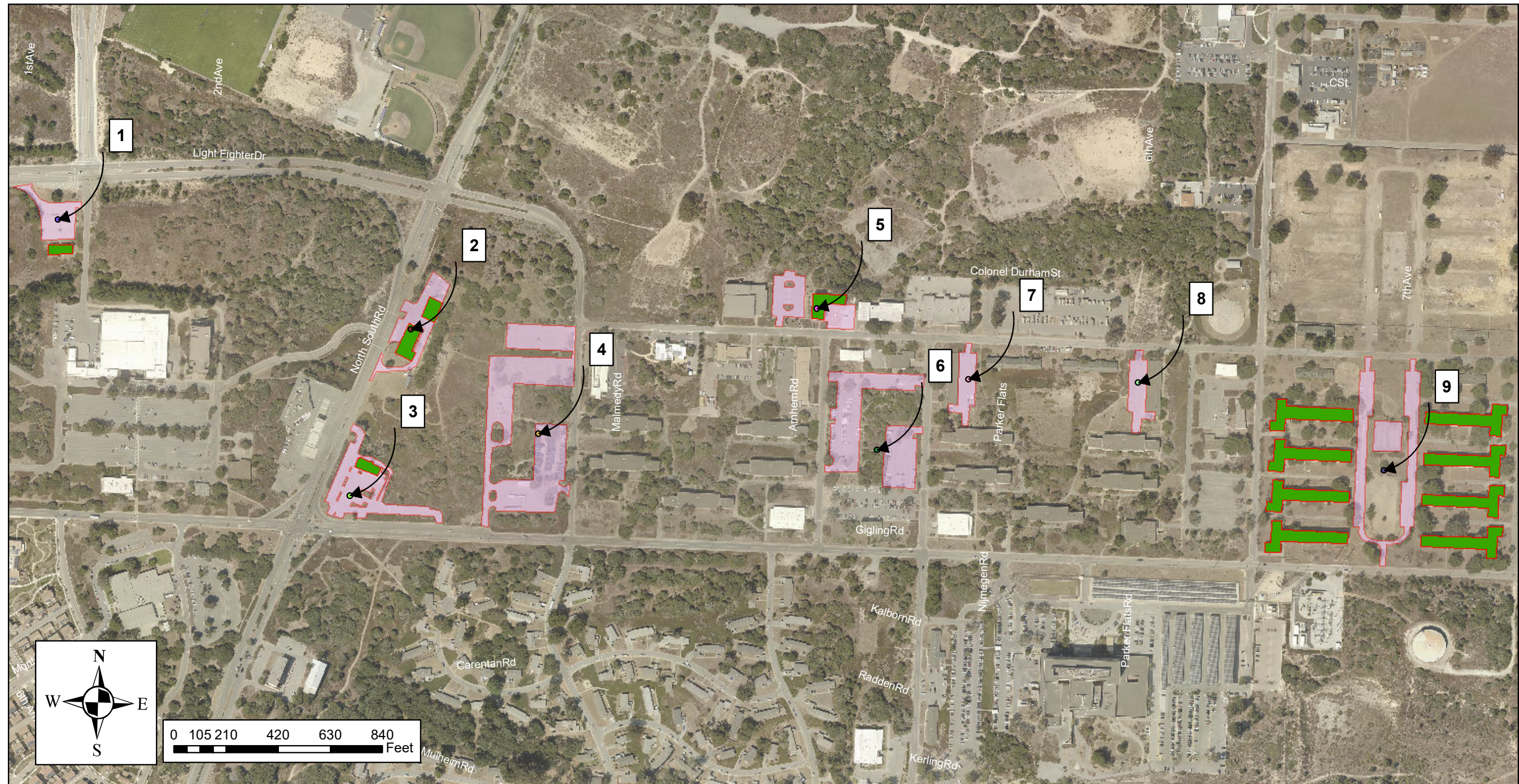
Personal Safety Equipment

Vista Environmental Consulting provides its employees with all appropriate personal safety equipment needed for all projects. Cost of safety equipment will not be charged to the District.

Consumables

Consultants in-house standard equipment standard equipment including but not limited to, high and low volume pumps, trucks, sampling equipment, and supplies if required will be reimbursed at \$5/hour..

Attachment 1



1 - Visitor Center and Parking Lot - BLDG (2,100 Sq.Ft.) - Parking Lot (25,392 Sq.Ft.)	4 - Parking Lot A - Parking Lot (160,546 Sq.Ft.)	7 - Parking Lot C - Parking Lot (19,308 Sq.Ft.)
2 - Fire Station and Parking/Driveway - BLDG (7,400 Sq.Ft.) - Parking Lot (31,534 Sq.Ft.)	5 - Chapel and Parking Lot - BLDG (6,900 Sq.Ft.) - Parking Lot (33,359 Sq.Ft.)	8 - Parking Lot D - Parking Lot (20,694 Sq.Ft.)
3 - Fast Food Restaurant and Parking Lot - BLDG (3,500 Sq.Ft.) - Parking Lot (56,735 Sq.Ft.)	6 - Parking Lot B - Parking Lot (94,051 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



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 2021 – HAZMAT INVESTIGATION, WASTE CHARACTERIZATION & REMEDIATION FOR CITY OF SEASIDE

Table of Contents

Introduction.....	1
Proposal Requirements	1
Statement of Qualifications Submittal Requirements	2
Schedule for Selection Process	2
Questions Regarding This Project	3
Form of Agreement.....	3
Evaluation and Rating Criteria.....	3
QUALIFICATIONS	4
PRELIMINARY SCOPE OF SERVICES.....	4
General Provisions	5
Non-Discrimination & Non-Preferential Treatment.....	6
Grounds for Disqualification	6
Records and Financial Data.....	6

Introduction

The City of Seaside (City) seeks Statements of Qualifications (SOQs) from qualified firms to provide professional hazardous materials consulting services. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department. The term of the qualification is for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant.

The City is in negotiations for the development of approximately 122 acres of city owned property on the former Fort Ord known as Campus Town. The project requires the city to demolish buildings left by the Army, to include eight troop barracks, a former chapel, a fast food restaurant, fire station, several single story administrative buildings and their associated parking lots. Please refer to the attachment A showing locations of work related to Campus Town. Future services may be performed anywhere within the City of Seaside.

Services may include general professional engineering for hazmat assessments regarding the identification of toxic and hazardous substances present such as but not limited to: asbestos, lead, mercury, Title 22 Heavy Metals, Pesticides, Hydrocarbons, Volatile Organic Compounds, PCB's, molds, wastes including presence of underground storage tanks (UST's) and associated contaminants; preparation of reports, preliminary plans, working drawings, and cost estimates for future abatement; remediation and disposal, bidding support and construction support.

Proposal Requirements

SOQs must be received by 3:00 PM March 5th, 2021. In response to the current COVID-19 pandemic, the City of Seaside encourages the Statement of Qualifications (SOQ) to be submitted purely electronically. Email submissions to pwinfo@ci.seaside.ca.us. Submit the standard fees & charges in a separate PDF, password protected file and labeled "Standard Fees & Charges".

SOQ received after this deadline will not be accepted.

Exhibit D

Optionally, a hard copy submission may be mailed in a sealed envelope with the words “**Hazmat Investigation Services**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive containing an Adobe pdf copy, should be submitted to the following address:

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

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member’s experience in hazardous materials site assessments and development of remediation strategies and specifications. Describe the average project size and scope of the team member’s past projects.
3. Provide as exhibits, listings of your firm’s and its principals’ experience.
4. Enclosed is a copy of the City’s standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Fees & Charges: Provide your standard hourly fees by job classification, billing criteria and task for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 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 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFP	Friday, February 19 th , 2021
Proposal due	Friday, March 5 th , 2021 at 3 PM
Interview Select Proposers, if necessary	March 8-12th, 2021
Select Consultant	March 18, 2021

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Scott Ottmar, P.E.
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: sottmar@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith as attachment B.

Evaluation and Rating Criteria

City 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 may also be verified. The SOQ review will focus upon the following criteria:

1. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format. – Max 5 points.
2. *Company/Organization*: Does the firm/individual offer the breadth & quality of services required for tasks listed in the Preliminary Scope of Services? Has the firm/individual demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Firm possess familiarity with the locality and ability to perform services within the City of Seaside. Ability to respond to request for services in a timely manner and to facilitate meetings with City Staff. – Max 35 points.
3. *Project Team*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Does the principal contact and the assigned personnel have requisite education, experience, and professional qualifications? – Max 35 points.
4. *Contractual Ability*: Confirmed acceptance of standard contract. – Max 5 points.
5. *Past Performance*: Are the firm's/individual's references from past clients and associates favorable? Are deliverables submitted on time and within budget? - Max 20 points.

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

QUALIFICATIONS

Interested consultants should possess competency in the following areas of expertise and documents:

- ABIH Certified Industrial Hygienist (CIH)
- California Certified Asbestos Consultant (CAC)
- CDPH Certified Lead Inspector/Assessor and Project Monitor

Firms are encouraged to include any and all certifications or licenses that pertain to the performance of the projects listed in this solicitation. All work shall be signed and stamped by the CIH or an approved substitute.

PRELIMINARY SCOPE OF SERVICES

Selected Consulting firms will provide professional hazmat consulting services on an "as-needed" basis and must be able to perform at a minimum, any of the following activities:

- General assessments for identification of toxic and /or hazardous substances such as but not limited to asbestos, underground storage tanks (UST's), molds, materials, or wastes in building interior spaces, building construction materials, building electrical/mechanical systems, indoor air, water systems and on-site water or soils.
- Preparation of interpretive reports, preliminary plans, working drawings, construction documents and cost estimates for future abatement. Prepare specifications for abatement/remediation. All drawings must be completed in AutoCad.
- Remediation, management, storage or disposal of wastes to include characterization of wastes.
- Remediation observation, abatement inspection and verification to include sampling services.

The Consultant must be experienced in preparing plans and specifications with cost estimates varying in complexity from budget package level to construction bid quality, which can be utilized to evaluate environmental abatement firms to prepare bids for remediation.

The Consultant must have also proven experience in the methods available to package, remove, transport and dispose, or if necessary, store and/or contain all types of hazardous materials such as but not limited to asbestos, UST's, molds, materials, wastes, petroleum based oil wastes as well as being thoroughly experienced in dealing with PCB and lead-related issues.

The Consultant must have broad knowledge and experience in implementing the rules and regulations of federal, State and local entities involved in the identification, analysis, removal/containment, storage and disposal of hazardous substances such as but not limited to asbestos, UST's, molds, hazardous materials or wastes.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be

responsible for preparing a detailed scope and fee estimate for each contract request. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.
3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).

9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.
11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

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.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All

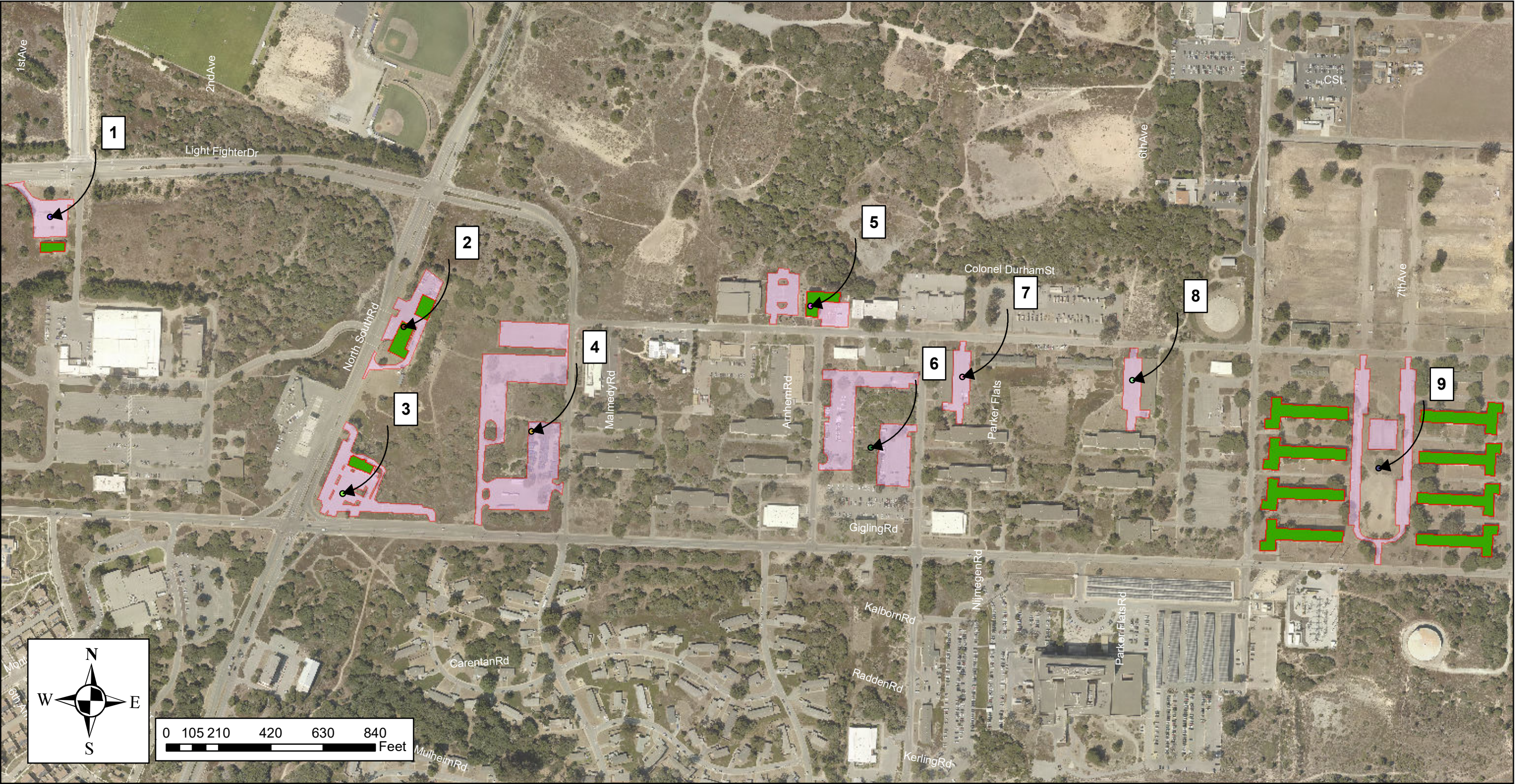
Exhibit D

documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

Attachment 3



- 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





CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager
Nisha Patel, Public Works Director/City Engineer

DATE: April 1, 2021

**SUBJECT: DISCUSSION AND DIRECTION ON LIGHTING TREES ON
BROADWAY AVENUE**

RECOMMENDATION

Approve installing string lights on the trees along West Broadway from Del Monte Boulevard to Fremont Boulevard.

BACKGROUND

There is Council Member interest to install string lights along West Broadway from Del Monte Boulevard to Fremont Boulevard to create a more vibrant and inviting feeling in the downtown area of Seaside.

Staff looked into installing lights across the Broadway Avenue roadway. The lights would have to clear the height of a semi truck which has a height of 13 feet - 6 inches and the tallest fire apparatus of 11 feet - 4 inches. Poles to hang the street lights from one side of the street to the other would need to be installed in a concrete base/foundation, and part of the sidewalk would need to be cut out. The lights would need a electric power source unless solar lights are being used.

The other option that was considered was installing strings light on the trees along West Broadway. As part of the West Broadway Urban Village project electrical outlets were installed at the tree wells at the intersections of West Broadway. That accounted for 27 trees and 57 outlets. The other 75 tree wells do not have outlets. Electric powered lights would be installed at the location of the 27 trees with electric outlets. For the remaining trees, low cost solar powered string lights would be installed.

It is recommended to install string lights on the 102 trees along West Broadway, and

where electric power is not close by, install solar powered lights.

FISCAL IMPACT

The materials and labor cost to install string lights on the trees on West Broadway is estimated to be \$12,000 and will be paid from the Parks Operation Fund (100-8420). There will also be a minimal increase in the City PG&E monthly power bill for West Broadway. Maintenance of the lights will be an additional task, requiring an unknown but manageable assignment of staff.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

BY: Craig Malin, City Manager

DATE: April 1, 2021

**SUBJECT: ADDITIONAL CITY COUNCIL MEETINGS (COUNCILMEMBER
WIZARD)**

PURPOSE & RECOMMENDATION

Consider and discuss establishing additional City Council meetings.

BACKGROUND

City Council meetings typically run well into the evening, often times not arriving to discussion of significant matters until well past 10 PM. With the challenges and opportunities the City has before it, it may be beneficial to create additional opportunities for City Council deliberation and action that could, in theory, reduce the number of times the City Council is discussing topics at hours inconvenient for many.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.D.

TO: City Council

BY: Craig Malin, City Manager

DATE: April 1, 2021

**SUBJECT: ASSIGNMENTS TO BOARDS, COMMISSIONS AND COMMITTEES
(COUNCILMEMBER CAMPBELL)**

PURPOSE & RECOMMENDATION

Consider and discuss assignments tasked to Boards, Commissions and Committees.

BACKGROUND

The City is blessed with community-spirited volunteers serving on Boards, Commissions and Committees. From time to time, the Council may request review of specific topics by a Board, Commission or Committee.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 10.E.

TO: City Council

BY: Craig Malin, City Manager

DATE: April 1, 2021

**SUBJECT: COMMUNITY FACILITIES DISTRICT ("CFD") FOR THE
REDEVELOPMENT OF THE FORMER FORT ORD (MAYOR PRO
TEM PACHECO)**

PURPOSE & RECOMMENDATION

Consider and discuss the formation of a CFD for the redevelopment of the former Fort Ord.

BACKGROUND

With the sunseting of the Fort Ord Reuse Authority, transfer of federal property, approval of the Campus Town project and pending finalization of the General Plan, it is an appropriate time for the City to consider creation of a Community Facilities District (CFD), particularly before the City sells any land on the former Fort Ord.

Community Facilities Districts (CFDs), or Mello-Roos Districts, have been used by public agencies since 1982 to finance public infrastructure and community facilities. CFDs may also fund public services, which has been a growing trend in recent years. The overall idea underlying a CFD is the development of property pays for infrastructure and services related to that property. Those payments can secure tens of millions of dollars for infrastructure needs, including the provision of water.

Creating a CFD is a multi-step process, and is typically undertaken with the assistance of highly specialized consultants. Should the Council be interested in creating a CFD to assist and fund the redevelopment of the former Fort Ord, bringing a CFD consultant on board is necessary. The first step would be releasing a Request For Proposals related to the assignment of creating a CFD for Seaside, which could occur promptly with the concurrence of the City Council.

ATTACHMENTS

None
