



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, May 6, 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.

A. MONTEREY REGIONAL AIRPORT UPDATE**B. MONTEREY ONE WATER UPDATE ON POTENTIAL FIVE YEAR RATE INCREASE (PROP 218)****7. PRESENTATIONS****A. VACCINATION UPDATE****8. CONSENT AGENDA****A. APPROVE MINUTES FROM APRIL 15, 2021**

RECOMMENDATION: Approve minutes as presented in agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 3, 2021 through April 19, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending April 8, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,273,477.75.

C. APPROVE A FEE WAIVER FROM THE COUNTY OF MONTEREY FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR FOUR MASS VACCINATION CLINICS (DATES TBD)

RECOMMENDATION: Approve the fee waiver request from the County of Monterey for the use of Laguna Grande Hall and kitchen to hold their mass vaccination clinic in the amount of \$5,877.00.

D. APPROVE DRAFT RESOLUTION MEMORIALIZING THE PREVIOUS AUTHORIZATION OF A BUDGET TRANSFER FOR POLICE DEPARTMENT BI-DIRECTIONAL AMPLIFIER

RECOMMENDATION: Approve the draft resolution memorializing previous authorization for a budget transfer of \$17,168.06 from the Police Department Training and Education account to the Police Department Radio Repair Account.

E. PROCLAMATION DECLARING MAY 16 -22, 2021 AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE

RECOMMENDATION: Recognition of National Public Works Week in the City of Seaside

F. RESOLUTION TO REAPPROPRIATE \$75,000.00 FROM THE STREET MAINTENANCE FUND TO THE CAPITAL IMPROVEMENT PROGRAM STREETS FUND AND APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO CONDUCT AN ENGINEERING AND TRAFFIC SURVEY FOR AN AMOUNT NOT TO EXCEED \$73,530.00 FOR REQUIRED SPEED STUDY

RECOMMENDATION: Approve Resolution to re-appropriate \$75,000.00 from Street Maintenance Fund to the Capital Improvement Program Streets Fund and award a Professional Service Agreement with Parisi Transportation Consulting to conduct the Engineering and Traffic Survey for an amount not to exceed \$73,530.00.

G. APPROVE A RESOLUTION APPROPRIATING \$24,982.50 FROM THE GENERAL FUND TO BE ALLOCATED TO THE CITY OF MONTEREY TO CREATE A TRAIL MAINTENANCE STRATEGY AND CONDUCT AN ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

RECOMMENDATION: Approve a resolution appropriating \$24,982.50 from the general fund to be allocated to the City of Monterey on behalf of the Laguna Grande Joint Powers Agency to create a Trail Maintenance Strategy and conduct Environmental Review for the Laguna Regional Park.

H. SET FINAL DATE OF JUNE 15, 2021 FOR PARKING AUTHORIZATION AT COLONEL DURHAM SITE

RECOMMENDATION: Set final date for parking authorization at the Colonel Durham parking site to be June 15, 2021.

I. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MONTEREY DESIGNATING MONTEREY TO BE THE CEQA LEAD AGENCY FOR THE NORTH FREMONT BIKE AND PEDESTRIAN IMPROVEMENT PROJECT

RECOMMENDATION: Adopt a resolution approving a memorandum of understanding (MOU) to designate the City of Monterey as Lead Agency for the proposed North Fremont Bike and Pedestrian Improvement from Casanova to Canyon Del Rey (North Side) Project and authorizing the City Manager to execute the MOU. (Not a Project Under CEQA per Article 20, Section 15378 and Under General Rule Article 5, Section 15061)

J. APPROVE RESOLUTION EXPRESSING INTEREST IN PARTICIPATING IN A VIABILITY STUDY FOR A CENTRAL COAST PUBLIC BANK

RECOMMENDATION: Approve draft resolution expressing interest in participating in a viability study for a central coast public bank.

K. PROCLAMATION RECOGNIZING ASIAN AMERICAN AND NATIVE HAWAIIAN/PACIFIC ISLANDER HERITAGE MONTH

RECOMMENDATION: Recognition of Asian American and Native Hawaiian/Pacific Islander Heritage Month

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 2.17 TO THE SEASIDE MUNICIPAL CODE TO ESTABLISH A COMMUNITY SAFETY ADVISORY COMMISSION (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION: Approve the draft ordinance adding chapter 2.17 to the Seaside Municipal Code to establish a Community Safety Advisory Committee.

B. INTRODUCTION OF AN ORDINANCE PROVIDING A TEXT AMENDMENT(S) TO THE SEASIDE MUNICIPAL CODE SECTION 2.02.020 MEETINGS-REGULAR CHANGING THE START TIME OF REGULAR MEETINGS (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION: Introduce and pass to print the draft ordinance providing a text amendment of the Seaside Municipal Code Section 2.02.020 Meetings-

Regular changing the start time of regular City Council meetings.

C. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE MUNICIPAL CODE TITLE 17, SECTION 17.14.030, TABLE 2-4 – ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES FOR CANNABIS USES. (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION: Approve the draft ordinance amending Seaside Municipal Code Title 17 Allowed Land Uses and Permit Requirements for Commercial Zones for Cannabis Uses.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION DEFINING CANNABIS DISPENSARY SELECTION CRITERIA PER SEASIDE MUNICIPAL CODE CHAPTER 19.08.010.B.

RECOMMENDATION: Discuss and adopt a resolution defining cannabis dispensary selection criteria per SMC 19.08.010.B.

B. LEGISLATIVE UPDATE-COVID 19

RECOMMENDATION: Receive a COVID 19 legislative update from the City Attorney.

11. COUNCIL MEMBER REQUESTS

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

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

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
Thursday, May 20, 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.



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, April 15, 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

The invocation was led by Pastor Ronald Britt. The Pledge was led by City Manager Craig Malin.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Peter Kaiser

6. PUBLIC AGENCY COMMUNICATIONS

A. CITY OF SEASIDE AND THE FOOD BANK OF MONTEREY COUNTY FREE FOOD DISTRIBUTION

Presented by Recreation Supervisor Ashley Collick. Police Chief Abdul Pridgen announced his elected position as California Police Chief's Association 56th President.

7. PRESENTATIONS

A. VACCINE UPDATE

Presented by Fire Chief Mary Gutierrez.

B. MONTEREY ROAD CLOSURE FOR PG&E GAS MAIN INSTALLATION PROJECT

Presented by Senior Engineer Scott Ottmar and PG&E representatives Jeana Arnold and Kelvin Qiu.

8. CONSENT AGENDA

Council Member Wizard pulled item 8J and 8K.

On motion by Mayor Pro Tem Pacheco and second by Council Member Campbell and carried by the following roll call vote, the City Council moved to approve the consent agenda items except items 8J and 8K.

There were no comments from the public.

Result: 5-0-0-0

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

Noes: None

Abstain: None

Absent: None

A. APPROVE MINUTES FROM MARCH 25, 2021

Action: Approved

B. APPROVE MINUTES FROM APRIL 1, 2021

Action: Approved

C. APPROVE AND FILE CITY CHECKS

Action: Approved

D. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT

Action: Approved

E. PROCLAMATION FOR ARBOR DAY

Action: Approved

F. AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES AND EQUIPMENT

Action: Approved

G. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED \$66,000

Action: Approved

H. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS AND GIRLS SWIM TEAM

Action: Approved

I. ADOPT A RESOLUTION APPROVING SUBRECIPIENT AGREEMENTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS RESPONSE (CDBG-CV) PROGRAM FOR FY20/21

Action: Approved

J. AUTHORIZE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A FIVE YEAR AGREEMENT WITH BANK OF THE WEST FOR BANKING AND MERCHANT SERVICES

Finance Director Victor Damiani responded to questions from the Council.

There were no comments from the public.

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 Consent Agenda item 8J.

Result: 5-0-0-0

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

Noes: None

Abstain: None

Absent: None

Action: Approved

K. AMEND THE CONSTRUCTION CONTRACT WITH OLYMPUS AND

ASSOCIATES INC. FOR THE MUNICIPAL WATER TANK REHABILITATION PROJECT AND EXECUTE CHANGE ORDER #02 TO INCLUDE RECOATING OF INTERIOR TANK FOR AN AMOUNT NOT TO EXCEED \$114,000

Mr. Damiani responded questions from the Council.

On motion by Mayor Pro Tem Pacheco and second by Council Member Wizard and carried by the following vote, the Council moved to approve Consent Agenda item 8K.

Result: 5-0-0-0

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

Noes: None

Abstain: None

Absent: None

Action: Approved

9. PUBLIC HEARING

A. APPROVE A RESOLUTION ADOPTING THE 2021-2022 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Administrative Analyst Haroon Noori presented the item and responded to questions from the Council.

There were no comments from the public.

On motion by Council Member Campbell and second by Mayor Pro Tem and carried by the following vote, the Council moved to approve a resolution adopting the 2021-2022 Annual Action Plan for the Community Development Block Grant and designate the excess \$37,443.00 towards eligible park projects.

Result: 5-0-0-0

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

Noes: None

Abstain: None

Absent: None

Action: Approved

10. BUSINESS ITEMS

A. DISCUSS AND MAKE RECOMMENDATIONS FOR THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) REPORT AND ISSUE

LETTER OF SUPPORT TO MONTEREY COUNTY

Community Development Director Gloria Sterns provided a presentation and responded to questions from the Council.

There were no comments from the public.

On motion by Council Member Wizard and second by Council Member Pacheco and carried by the following roll call vote, the Council moved to approve issuing a letter of support to Monterey County for the CEDS report.

Result: 5-0-0-0

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

Noes: None

Abstain: None

Absent: None

Action: Approved

B. DISCUSS AND CONSIDER THE ESTABLISHMENT OF A BROADWAY AVENUE "WALK OF FAME" (MAYOR PRO TEM PACHECO)

Council Member Pacheco presented the item.

Public Comment: Franco Pacheco, Pastor Ronald Britt, Pastor Kenneth Murray, Pastor Harold Lusk, Rosalyn Green, Annalisa Mitchell

On motion by Council Member Campbell and second by Mayor Oglesby and carried by the following roll call vote, the Council moved to approve the establishment of a Broadway Avenue "Walk of Fame" in honor of Seaside residents that have made significant contributions to the community.

Result: 5-0-0-0

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

Noes: None

Abstain: None

Absent: None

Action: Approved

11. COUNCIL MEMBER REQUESTS

A. DISCUSS AND CONSIDER A RESOLUTION EXPRESSING INTEREST IN CONTRIBUTING TO A FEASIBILITY ANALYSIS FOR THE ESTABLISHMENT OF A CENTRAL COAST PUBLIC BANK WITH REGIONAL PARTNERS

(MAYOR OGLESBY)

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 direct staff to draft a resolution expressing interest in contributing to a feasibility analysis for the establishment of a central coast public bank with regional partners.

Result: 5-0-0-0

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

Noes: None

Abstain: None

Absent: None

Action: Approved

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

Verbal reports were provided. Council Member Campbell requested the City Attorney provide a COVID-19 legislative update.

13. ADJOURNMENT

Mayor Oglesby made closing comments: "I would like to wish followers of Islam, A Ramadan Mubarak "a blessed Ramadan"

With no further business, the meeting adjourned at 9:26 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, Assistant Finance Director

DATE: May 6, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 3, 2021 through April 19, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending April 8, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,273,477.75.

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:

- \$646,412.83 for Payroll and benefits
- \$10,666.00 to Access Monterey Peninsula, Inc. (AMP) for October - December, 2020 PEG fees (Public, Educational and Government access programming) for AT&T and Comcast.
- \$36,186.00 to John C. Gemma for Initial progress payment for new server storage, Nimble HF40 SAN; December 2020 Network consulting services.

- \$13,500.00 to Monterey County Convention & Visitor's Bureau for Q4 FY 20/21 jurisdiction improvement investment.
- \$24,863.37 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 1/22/21 - 2/22/21.
- \$12,814.67 to Laurel Conte for Repair work on emergency generator including: replacement for turbo charger, oil cooler, and a related gaskets.
- \$92,340.00 to Monterey Peninsula Engineering for SCSD prof. services for Lift Station Upgrades through 2/28/2021.
- \$69,014.35 to Monterey Peninsula Engineering for SCSD prof. services for Canyon Del Rey sewer maintenance through 2/1/2021.
- \$13,069.00 to Bear Electrical Solutions for Traffic signal maintenance for Dec 2020 (Response and Routine); Gen Jim Moore/Giggling Deficiency on 7/13/2020.
- \$657,995.20 to U.S. Bank - St. Paul for Debt service payment on 5/1/2021. City of Seaside joint powers financing authority lease revenue bonds (Measure X road improvements & 2006 Bayonet and Blackhorse Gold Course Project).
- \$14,926.00 to Phoenix Iron Works for fabrication of bike safe storm grates for the City of Seaside.
- \$29,135.88 to Santa Cruz Westside Electric for Retention request on contract for City Hall Solar Canopy Project.
- \$41,980.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/15/21-3/20/21, 3/22/21-3/27/21, & 3/29/21-4/3/21.
- \$32,162.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/15/21-3/21/21, 3/22/21-3/28/21, & 3/29/21-4/4/21.
- \$12,333.30 to Golden State Trick & Trailer Repair, Inc. for Parts/Labor to repair 2003 Fire Truck (unit # 6231) Forest Wildland Truck. Rear oil pan leak, ABS light on, computer diagnostic, check steering system.
- \$71,265.45 to Olympus & Associates Inc. for Professional services for water tank rehabilitation project during 2/1/21-2/26/21.
- \$14,000.00 to The first response group LLC for 1 Hazmat team response course for radiological/nuclear emergencies.
- \$113,238.66 to Tesla Inc. for 2 Tesla model Y vehicles for use in the Seaside Police Department patrol operations.

The remaining checks, totaling \$367,575.04 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 6, 2021

**SUBJECT: APPROVE A FEE WAIVER FROM THE COUNTY OF MONTEREY
FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN
FOR FOUR MASS VACCINATION CLINICS (DATES TBD)**

RECOMMENDATION

Approve the fee waiver request from the County of Monterey for the use of Laguna Grande Hall and kitchen to hold their mass vaccination clinic in the amount of \$5,877.00.

BACKGROUND

The County of Monterey is requesting a fee waiver to help cover the cost associated with their mass vaccination clinic for four dates, for eight hours in the Laguna Grande Hall at the Oldemeyer Center. While the county has not submitted dates and times yet, their use will be determined on the availability of the Oldemeyer Center and they will work with the recreation department to coordinate these dates when they have been identified.

The County of Monterey would be providing Covid-19 mass vaccinations to protect the health and welfare of the citizens of the local communities and the County at large. They will submit their Emergency Facility Use Agreement to the City of Seaside at a later date.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted.

The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

TBD:

Laguna Grande Hall & Kitchen Fee 8 Hours @ \$109.75 \$878.00

Deposit: \$591.25

TOTAL: \$1,469.25

TBD:

Laguna Grande Hall & Kitchen Fee 8 Hours @ \$109.75 \$878.00

Deposit: \$591.25

TOTAL: \$1,469.25

TBD:

Laguna Grande Hall & Kitchen Fee 8 Hours @ \$109.75 \$878.00

Deposit: \$591.25

TOTAL: \$1,469.25

TBD:

Laguna Grande Hall & Kitchen Fee 8 Hours @ \$109.75 \$878.00

Deposit: \$591.25

TOTAL: \$1,469.25

GRAND TOTAL FOR ALL FOUR EVENTS: \$5,877.00

ATTACHMENTS

County of Monterey Fee Waiver 2021

Facility Use Request for Laguna Grande Hall & Kitchen 2021

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: County of Monterey
Name of Applicant: Michael R. Derr, Contracts-Purchasing Officer & EOC Logistics Chief
Address: 1488 Schilling Place City: Salinas State: CA
Phone: 831-755-4992 Email: derrm@co.monterev.ca.us

EVENT INFORMATION:

Event Title: COVID-19 Mass Vaccinations conducted by the County of Monterey Health Department
Event Description: COVID-19 Mass Vaccinations
Event Date: TBD Room(s) Requested: TBD
Time (including set-up): TBD - Approximate Number of Guests: TBD

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: The County of Monterey would be providing COVID-19 mass vaccinations to protect the health and welfare of the citizens of the local communities and the County at large.

Have you received a Fee Waiver in the past? ☐ Yes, the event was on _____ ☒ No

What is your organization's tax identification number? 94-6000524

What percentage of your members or participants resides in Seaside? 60% + ???

Is your organization based in Seaside? ☒ Yes ☐ No as well as county wide

Is your organization able to provide liability insurance? ☒ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: George K. Salcido for Michael R. Derr Date: 4-7-21
George K. Salcido, EOC Logistics Facilities Unit Leader, 831-262-9842

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Use Request Form

Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Oldemeyer Center

Organization: County of Monterey

Name of Applicant: Michael R. Derr, Contracts-Purchasing Officer & EOC Logistics Cheif

Address: 1488 Schilling Place City: Salinas Zip: 93901

Phone: 831-755-4992 Email: derrm@co.monterey.ca.us

Day of Event Contact Name and Phone: Alfredo M. Belman, MCHD Logistics Facilities Unit Leader, 831-540-5034

☐ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: COVID-19 Mass Vaccinations conducted by the County of Monterey Health Department

**Please attach invitation or flyer if available.*

Event Date: TBD Approximate Number of Guests: TBD

Reservation Time: TBD - Event Time: TBD -

**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: County's Emergency Facility Use Agreement to be submitted to City at a later date.

Request to use the City's: ☐ Podium ☐ Microphone ☐ Projector Screen
**Subject to availability **Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No	
Is the event open to the public?	☒	☐	Will refreshments be served?	☒	☐	Water
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒	
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐	Maybe
Will there be music?	☐	☒	Will alcohol be served?	☐	☒	
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒	
Name of band or DJ:			<i>*Alcohol is prohibited at youth oriented events</i>			

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

I have read and agree to all pages in the rental agreement forms

George K. Salcido for Micheal R. Derr

Applicant Signature: _____ Date: 4-7-21

George K. Salcido, EOC Logistics Facilities Unit Leader, 831-262-9842

(For Office Use Only)

Permit Fee: Request Waiver Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department / Copy to Police Department & Parks Division



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$109.75	\$136.25
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
- ☐ I will be using Hall & Kitchen only
- ☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 / hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$58	\$72.75
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
- ☐ I will be using the Kitchen only
- ☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM – 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

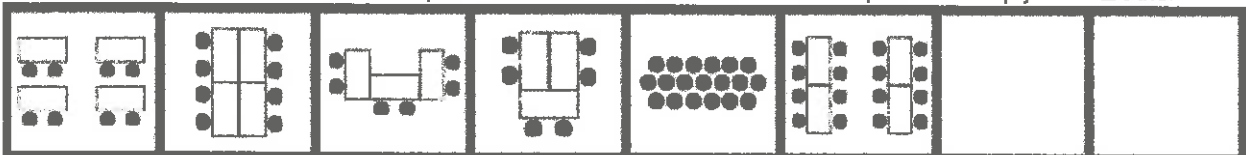
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other





1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and



the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event. 25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance ...	No refund
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: May 6, 2021

**SUBJECT: APPROVE DRAFT RESOLUTION MEMORIALIZING THE PREVIOUS
AUTHORIZATION OF A BUDGET TRANSFER FOR POLICE
DEPARTMENT BI-DIRECTIONAL AMPLIFIER**

RECOMMENDATION

Approve the draft resolution memorializing previous authorization for a budget transfer of \$17,168.06 from the Police Department Training and Education account to the Police Department Radio Repair Account.

BACKGROUND

At the January 21, 2021 City Council meeting, the Council authorized the budget transfer of \$17,168.06 to address the issues of radio coverage inside of the police department headquarters. The purpose of this item is to approve the draft resolution memorializing this authorization.

FISCAL IMPACT

The City Manager has the authority to budget transfer up to \$10,000. The Council previously granted authorization for a budget transfer of \$17,168.06 from the Police Department Budget - Training and Education Account 100-6120-1029 to the Police Department Budget - Radio Repair Account 100-6120-2052.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the City Council by:

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

Craig Malin, City Manager

RESOLUTION 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING BUDGET TRANSFER FOR POLICE DEPARTMENT BI-DIRECTIONAL AMPLIFIER

WHEREAS, the radio coverage inside the Seaside Police Department headquarters has historically been poor and currently, more often than not, it is non-existent and;

WHEREAS, whenever police officers enter the headquarters facility their portable radios loose connectivity to the radio system causing them to potentially miss important and priority radio traffic and calls from dispatch or other units in the field and;

WHEREAS, the Seaside Police Department has a need for bi-directional amplifiers in the police headquarters to improve two-way radio communications for public safety responders in the building and;

WHEREAS, the Monterey County Information Technology department supplied a quote for the installation, testing and commission of bi-directional amplifier to address the indoor coverage problem at Seaside Police Department headquarters and;

WHEREAS, budget funds in the amount of \$17,168.06 are to be transferred from the Police Department budget – Training and Education account (100-6210-1029) to the Police Department budget – Radio Repair account (100-6120-2052) and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the aforementioned budget transfer to provide the budget transfer to obtain a bi-directional amplifier.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 6th of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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: Scott Ottmar, Senior Engineer

DATE: May 6, 2021

**SUBJECT: PROCLAMATION DECLARING MAY 16 -22, 2021 AS "NATIONAL
PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE**

RECOMMENDATION

Recognition of National Public Works Week in the City of Seaside

BACKGROUND

Public Works professionals, engineers, managers, and employees within government and the private sector perform important work to rebuild, improve, and protect our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens. The health safety and comfort of our community greatly depends on these facilities and services. Therefore, the City should proclaim May 16 - 22, 2021 National Public Works Week. The proclamation is attached.

FISCAL IMPACT

None.

ATTACHMENTS

2021 Public Works Week

Reviewed for Submission to the City Council by:

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

Craig Malin, City Manager

City of Seaside
PROCLAMATION



National Public Works Week
May 16 – 22, 2021

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

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

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

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

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association be it now,

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week May 16-22, 2021 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Ian N. Oglesby, Mayor
May 6, 2021



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: May 6, 2021

SUBJECT: **RESOLUTION TO REAPPROPRIATE \$75,000.00 FROM THE STREET MAINTENANCE FUND TO THE CAPITAL IMPROVEMENT PROGRAM STREETS FUND AND APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO CONDUCT AN ENGINEERING AND TRAFFIC SURVEY FOR AN AMOUNT NOT TO EXCEED \$73,530.00 FOR REQUIRED SPEED STUDY**

RECOMMENDATION

Approve Resolution to re-appropriate \$75,000.00 from Street Maintenance Fund to the Capital Improvement Program Streets Fund and award a Professional Service Agreement with Parisi Transportation Consulting to conduct the Engineering and Traffic Survey for an amount not to exceed \$73,530.

BACKGROUND

The Engineering and Traffic Survey (E&TS) provides the basis to establish speed limits for radar enforcement for city streets. The rules that govern speed limit enforcement are found in the California Vehicle Code (CVC). The CVC requires that the E&TS be updated at least every five (5) years if radar is used for speed limit enforcement. When certain conditions as defined in CVC are met, the traffic and engineering study may be extended up to seven (7) or ten (10) years. Failure by a local agency to conform with these CVC provisions in the establishment and enforcement of speed limits constitutes a speed trap. Speed traps are illegal per the CVC and the courts will not honor citations written for violation of the speed limits. The existing E&TS was approved in 2011 and with the addition of the extensions will expire on September 2, 2021. The E&TS is identified in the City's Six Year Capital Improvement Program with funding in fiscal year 2021/2022, however it is imperative the survey start earlier.

On March 18, 2021, City Council approved 5 consulting firms to be on an on-call list for Transportation Engineering Services. Based upon their experience, staff solicited a proposal from Parisi Transportation Consulting (Parisi) to prepare an E&TS. The proposal submitted by Parisi is divided into three phases and is in accordance with the methodology outlined in the Manual of Uniform Traffic Control Devices (MUTCD) and the CVC. The first phase will analyze the current 25 street segments and determine the streets to be included in the survey. The second phase, based upon the result of the first, will survey of each street segment, collect collision records, and average daily traffic to be incorporated in the final E&TS. The third phase will evaluate reduced speed zones adjacent to schools and provide a memo including maps and potential limits of qualifying reduced speed zones.

In order to complete the survey prior to the expiration of the current E&TS, staff recommends the following:

1. Move the Speed Survey in the Capital Improvement Program Six Year Budget to Fiscal Year 2020/2021;
2. Reappropriate \$75,000 from Intersection Planning account (210-8210-2083), funded by RSTP grant revenue, to the Speed Survey Capital Improvement Program Streets account (212-8980-9600); and
3. Authorize the City Manager to execute a professional service agreement with Parisi Transportation Consulting to conduct the E&TS for an amount not to exceed \$73,530.

FISCAL IMPACT

There is no impact to the general fund. The E&TS will be funded through RSTP fair share reimbursable grant. The \$75,000 amount provides a small contingency appropriate for a study of this size and scope.

ATTACHMENTS

Draft Resolution
Parisi Professional Services Agreement

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

RE-APPROPRIATE \$75,000 TO THE CAPITAL IMPROVEMENT PROGRAM STREETS FUND FOR AN ENGINEERING & TRAFFIC SURVEY AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO PERFORM THE SURVEY FOR AN AMOUNT NOT TO EXCEED \$73,530

WHEREAS, an Engineering and Traffic Survey (E&TS) provides the basis to establish speed limits for radar enforcement for city streets; and

WHEREAS, the current E&TS is set to expire on September 2, 2021 and is needed to legally issue speeding citations; and

WHEREAS, the E&TS project was identified in the 6 year CIP budget for fiscal year 2021/22 and must begin during fiscal year 2020/21; and

WHEREAS, Parisi Transportation Consulting (Parisi) is qualified to provide on-call Transportation Engineering Services with the adoption of Resolution 2021-21; and

WHEREAS, Parisi provided a proposal to complete an E&TS for an amount not to exceed \$73,530; and

WHEREAS, there is sufficient funds in the Street Maintenance account funded by a reimbursable grant.

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

1. Moves the Engineering & Traffic Survey in the Six Year Capital Improvement Program Budget to Fiscal Year 2020/21;
2. Re-appropriate \$75,000 from Street Maintenance account (210-8210-2083), funded RSTP Grant revenue, to the Speed Survey Capital Improvement Program Streets account (212-8980-9600); and
3. Authorize the City Manager to execute a professional services agreement with Parisi Transportation Consulting to conduct the Engineering and Traffic Survey for an amount not to exceed Seventy-Three Thousand Five Hundred Thirty Dollars (\$73,530).

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Manager is authorized to execute written amendments such that the full contract value does not exceed \$75,000.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside
duly held on the 6th day of May, 2021 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR ENGINEERING AND TRAFFIC SURVEY**

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

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Seventy Three Thousand Five Hundred Thirty Dollars (\$73,530) 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 C 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: Parisi Transportation Consulting
1936 University Avenue, Suite 250
Berkeley, CA 94704

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, David Parisi shall be the Project Manager and Engineer of Record for the services described in this Agreement.

David Parisi 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 David Parisi 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. Agency and Consultant further agree that Consultants shall follow schedule as described in Exhibit A. Consultant shall not be responsible for delays caused by circumstances beyond its sole reasonable control.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Parisi Transportation Consulting

By: _____
David Parisi, Principal

Date: _____

City of Seaside
A Municipal Corporation

Craig Malin, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Transportation Service

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK ENGINEERING AND TRAFFIC SURVEY

Proposal shall describe the services and activities as they relate to the proposed scope of work that your firm proposes to provide to the City for this project. Consultant shall provide understanding of the City's needs and requirements and describe the approach and work plan for completing the items specified in the Scope of Work along with a schedule and cost.

All deliverables shall be submitted electronically. Provide one 1 bound final approved study.

I. BACKGROUND

The City of Seaside is seeking a proposal to provide traffic engineering services for the preparation of an Engineering and Traffic Survey to reestablish city-wide speed limits for the City of Seaside.

California Vehicle Codes 22357 & 22358 require that cities establish speed limits, greater than 25 mph, based on an Engineering and Traffic Survey. The City of Seaside has extended the current speed survey till September 2, 2021.

The following Scope of Work represents the minimum effort needed to complete the Traffic Study. Review the listed items in detail. Consultants are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or requirements of the project.

II. SCOPE OF WORK

Prepare a Traffic and Engineering Speed Survey for the City of Seaside in accordance with the requirements of the California Vehicle Code and the Manual for Uniform Traffic Control Devices. The City can provide available data, such as plans, drawings, as-builts, maps. The Transportation Agency of Monterey County (TAMC) may have available traffic volume and collision data that can be found on their website at TAMCMonterey.org

- Field: Conduct a field inspection of all roadway segments, refer to attachment 1, to be included in the study. Determine existing street geometrics and roadside conditions for justification of speed limits.
- Accident Rate Analysis: Analyze SWITRS data for each roadway segment in study.
- Speed Surveys: Speed Surveys shall be performed using calibrated hand-held radar guns or approved equal. The gun calibration certificates shall be included with the final report. All speed surveys conducted in this study shall meet all requirements in the California Vehicle Code (CVC), and the Department of Transportation's Traffic Manual.
- Establishing Speed Limits: When establishing speed limits, the consultant shall consider prevailing speeds, collision records, traffic, residential density, bicycle safety factors, and roadside conditions. The final speed survey shall account for factors such as adjacent land use, other factors not apparent to motorists, potential conflicts with pedestrians, bicyclists, and residential or business districts.

- Mapping: Consultant shall provide Traffic Flow and Speed Survey Maps (scale to be determined)
- Final Report: Consultant shall provide bound Final Report summarizing all elements of the study. Based on all California legal requirements, the Engineering and Speed Survey Report shall be signed and certified by a registered civil or traffic engineer.
- Meetings: Consultant shall attend three (3) meetings; Initial kick-off meeting with staff, Traffic Study Review (with staff when Study Report is substantially complete), and City Council Meeting, held on 1st and 3rd Thursday 7:00 PM (present Report to Council, assisted by staff) Adoption of Reestablished City-Wide Speed Limits.

III. ATTACHMENTS

1. Seaside Municipal Code Chapter 10.24 Speed Limits
2. Certification of Speed Limit Expiration Extension

Chapter 10.24 SPEED LIMITS

Sections:

10.24.010 Engineering and traffic surveys adopted.

10.24.020 Greater than twenty-five miles per hour on certain streets.

10.24.040 Fifteen miles per hour on certain streets.

10.24.010 Engineering and traffic surveys adopted.

That document known as City of Seaside 2010 Citywide Engineering and Traffic Study (E&TS) dated May 2011, prepared by the consultant Sundaresh N. Begur, and the 2010 Citywide Engineering and Traffic Study Update, dated December 14, 2012, prepared by the consultant Keith B. Higgins, PE, TE of Hatch Mott MacDonald is hereby adopted by the city council as the engineering and traffic surveys of the city. (Ord. 1005 § 1, 2013; Ord. 1002 § 1, 2011; Res. 05-31, 2005; Ord. [883](#) § 2, 1999)

10.24.020 Greater than twenty-five miles per hour on certain streets.

It is determined, upon the basis of an engineering and traffic survey, that the following speed limits greater than twenty-five miles per hour on the following streets would facilitate the orderly movement of vehicular traffic, are reasonably safe and are declared the prima facie speed limit on these streets:

Broadway Avenue from Del Monte Avenue to Fremont Boulevard, thirty miles per hour;

Broadway Avenue from Fremont Boulevard to the easterly city limits, thirty miles per hour;

Coe Avenue from Buttercup Boulevard to General Jim Moore Boulevard, thirty-five miles per hour;

Coe Avenue from Monterey Road to Buttercup Boulevard, thirty miles per hour;

Del Monte Boulevard from the southerly city limits to the northerly city limits, thirty-five miles per hour;

Fremont Boulevard from Playa Avenue to the northerly city limits, thirty-five miles per hour;

Fremont Boulevard from the southerly city limits to Playa Avenue, thirty miles per hour;

General Jim Moore Boulevard from Broadway Avenue to Coe Avenue, forty miles per hour;

General Jim Moore Boulevard from Coe Avenue to McClure Way, forty miles per hour;

General Jim Moore Boulevard from south city limits to Broadway Avenue, forty miles per hour;

Harcourt Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour;

Hilby Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;

Kimball Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;

La Salle Avenue from Del Monte to Lysette Court, thirty miles per hour;

Lightfighter Drive from Highway 1 to General Jim Moore Boulevard, forty miles per hour;

Mescal Street from Plumas Avenue to San Pablo Avenue, thirty miles per hour;

Military Avenue from Noche Buena to the easterly city limits, thirty miles per hour;

Monterey Road from Fremont Boulevard to 6th Division Road, thirty-five miles per hour;

San Pablo Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;

Sonoma Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour. (Ord. 1005 § 2, 2013; Ord. 1002 § 2, 2011; Ord. [883](#) § 3, 1999; Ord. [809](#) § 3, 1992; Ord. [518](#) § 2, 1978; prior code § 9-117)

10.24.040 Fifteen miles per hour on certain streets.

The speed limit on the following streets or portions of streets is established at fifteen miles per hour:

A. The mall from Broadway to La Salle Avenue;

B. Clementina Avenue from Fremont Boulevard to Del Monte Boulevard;

C. Echo Avenue from Fremont Boulevard to Del Monte Boulevard;

D. The unnamed street lying between Lots 105 and 107 of the Gateway Auto Center from Heitzinger Plaza and Del Monte Boulevard;

E. Heitzinger Plaza and Geary Plaza. (Ord. [460](#) § 1, 1975)

City of Seaside Certification of Speed Limit Expiration Extension

On September 3, 2011 City of Seaside Ordinance 1002, Modifying Speed Limits, became effective. The speed limits expired five years later on September 2, 2016.

The City extended the speed limit expiration by two years, to September 2, 2018 in accordance with the California Vehicle Code. Section 40802 specifies that the five year time period may be extended to seven years when using radar for enforcement if both of the following criteria are met:

- The arresting officer has successfully completed a minimum of 24 hours of certified radar operator course training
- The radar used to measure the speed meets or exceeds the minimal operating standards of the National Highway Traffic Safety Administration, and has been calibrated within three years of the alleged violation.

Also, the seven year time period may be extended to ten years if the above two criteria are met and "a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width or traffic volume."

Chris D. Kinzel, P.E., a registered Civil Engineer in the State of California and a registered Traffic Engineer in the State of California, personally drove all streets described below and determined that there have been no significant changes in roadway or traffic conditions along the streets, including land use, roadway width and traffic volumes.

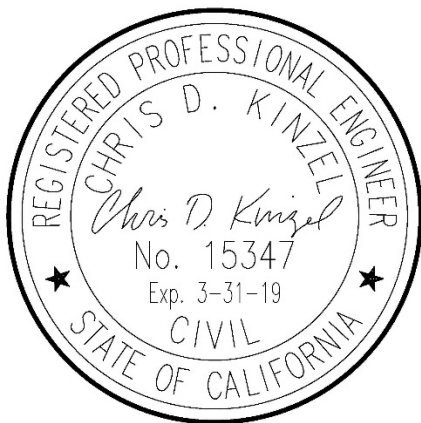
Accordingly, Chris D. Kinzel, P.E. certifies that the requirements stated in the previous paragraph are satisfied for the roadways described below and that the listed speed limits will not expire until September 2, 2021:

1. Broadway Avenue from Del Monte Avenue to Fremont Boulevard, thirty miles per hour;
2. Broadway Avenue from Fremont Boulevard to the easterly city limits, thirty miles per hour;
3. Coe Avenue from Buttercup Boulevard to General Jim Moore Boulevard, thirty-five miles per hour;
4. Coe Avenue from Monterey Road to Buttercup Boulevard, thirty miles per hour;
5. Del Monte Boulevard from the southerly city limits to the northerly city limits, thirty-five miles per hour;
6. Fremont Boulevard from Playa Avenue to the northerly city limits, thirty-five miles per hour;
7. Fremont Boulevard from the southerly city limits to Playa Avenue, thirty miles per hour;
8. General Jim Moore Boulevard from Broadway Avenue to Coe Avenue, forty miles per hour;
9. General Jim Moore Boulevard from Coe Avenue to McClure Way, forty miles per hour;

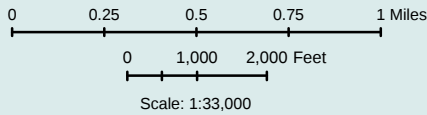


10. General Jim Moore Boulevard from south city limits to Broadway Avenue, forty miles per hour;
11. Harcourt Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour;
12. Hilby Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;
13. Kimball Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;
14. La Salle Avenue from Del Monte to Lysette Court, thirty miles per hour;
15. Lightfighter Drive from Highway 1 to General Jim Moore Boulevard, forty miles per hour;
16. Mescal Street from Plumas Avenue to San Pablo Avenue, thirty miles per hour;
17. Military Avenue from Noche Buena to the easterly city limits, thirty miles per hour;
18. Monterey Road from Fremont Boulevard to 6th Division Road, thirty-five miles per hour;
19. San Pablo Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;
20. Sonoma Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour.

Certified by Chris D. Kinzel, P.E. February 7, 2018

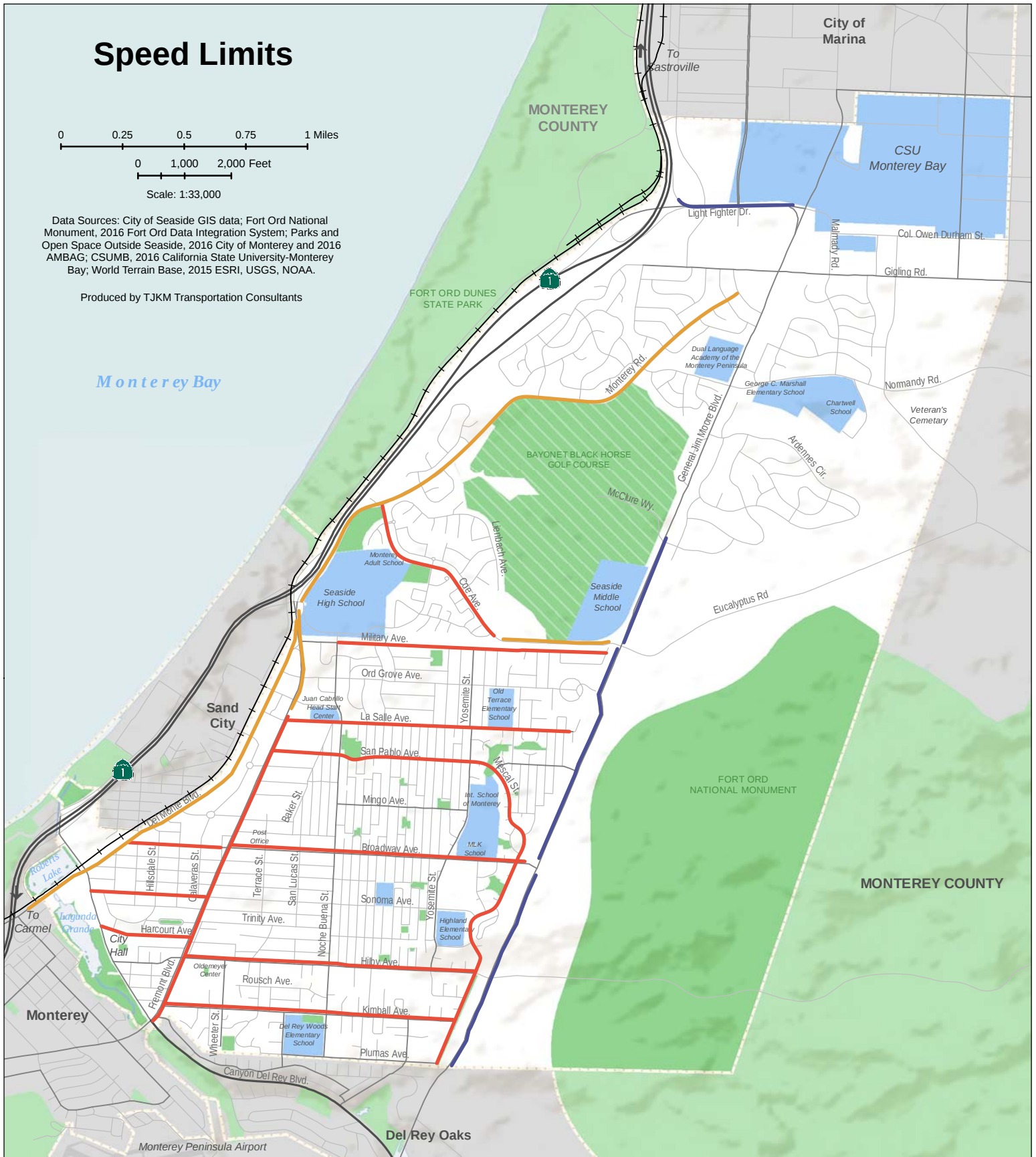


Speed Limits



Data Sources: City of Seaside GIS data; Fort Ord National Monument, 2016 Fort Ord Data Integration System; Parks and Open Space Outside Seaside, 2016 City of Monterey and 2016 AMBAG; CSUMB, 2016 California State University-Monterey Bay; World Terrain Base, 2015 ESRI, USGS, NOAA.

Produced by TJKM Transportation Consultants



Legend

- 30 Mph
- 35 Mph
- 40 Mph

- Highway
- Major Road
- Local Road
- + + Rail

• • • • • Political Boundary

- Schools
- Parks and Open Space
- Bayonet Black Horse Golf Course
- Parks and Open Space Outside Seaside





April 21, 2021

Leslie Llantero, Assistant Engineer
City of Seaside
610 Olympia
Seaside, CA 93955

Subject: Engineering and Traffic Surveys

Dear Ms. Llantero:

Pursuant to your request, Parisi Transportation Consulting (Parisi) is pleased to conduct and document new Traffic and Engineering Surveys (E&TS) to enable the City of Seaside to use radar speed enforcement on applicable roadways.

Based on our previous conversations, our work plan is broken into three phases:

Phase 1: Identify Roadway Segments to be Surveyed

In the initial phase, Parisi will review all roadways listed below to determine if some qualify for prima facie residential or business district speed zoning and to identify logical limits where different speed zoning may apply, i.e., if a segment should be broken into multiple segments for speed zoning.

1. Broadway Avenue between Del Monte Boulevard and Fremont Boulevard
2. Broadway Avenue between Fremont Boulevard and General Jim Moore Boulevard
3. Coe Avenue between Monterey Road and Buttercup Boulevard
4. Coe Avenue between Buttercup Boulevard and General Jim Moore Boulevard
5. Del Monte Boulevard between Southerly City Limit and Northerly City Limit
6. Fremont Boulevard between Southerly City Limit and Playa Avenue
7. Fremont Boulevard between Plaza Avenue and Northerly City Limits
8. General Jim Moore Boulevard between Southerly City Limits and Broadway Avenue
9. General Jim Moore Boulevard between Broadway Avenue and Coe Avenue
10. General Jim Moore Boulevard between Coe Avenue and McClure Way
11. Harcourt Avenue between Canyon Del Ray Rey and Fremont Boulevard
12. Hilby Avenue between Fremont Boulevard and General Jim Moore Boulevard

58A Alta Vista Avenue; Mill Valley, CA 94941

www.parisi-associates.com

13. Kimball Avenue between Fremont Boulevard and Mescal Street
14. La Salle Avenue between Del Monte Boulevard and Lysette Court
15. Lightfighter Drive between Highway 1 and General Jim Moore Boulevard
16. Mescal Street between Plumas Avenue and San Pablo Avenue
17. Military Avenue between Fremont Boulevard and Paralta Avenue (East)
18. Monterey Road between Fremont Boulevard and 6th Division Road
19. San Pablo Avenue between Fremont Boulevard and Mescal Street
20. San Pablo Avenue between Mescal Street and General Jim Moore Boulevard
21. Sonoma Avenue between Canyon Del Rey and Fremont Boulevard
22. Auto Center Parkway between Broadway Avenue and Clementina Avenue
23. Clementina Avenue between Del Monte Boulevard and Fremont Boulevard
24. Heitzinger Plaza between Clementina/Calaveras/The Mall and Fremont Boulevard
25. Geary Plaza Limits

Parisi staff will conduct a field review of the above roadway segments and will identify locations for conducting speed surveys in Phase 2.

Deliverable: Identification of specific roadways and their limits to be surveyed, as well as potential street segments that qualify for prima facie speed zoning.

Phase 2: Conduct Speed Surveys and Traffic Counts, and Preparation of Speed Survey Report

Based on the results of Phase 1, it is assumed that up to 25 roadway segments will be surveyed in both directions (50 surveys total). Parisi staff will up to 50 radar speed surveys consisting of 100 vehicles per survey, unless traffic volumes are low, whereby up to 50 vehicles will be accounted for per survey.

In addition, Parisi will conduct seven-day average daily traffic (ADT) counts at 20 roadway segments. The counts will be collected, processed and summarized for the City and will be included as part of the Draft Engineering and Traffic Surveys. Parisi assumes that the 20 ADT roadway segment counts will be supplemented with recent traffic data collected by the Transportation Agency for Monterey County (TAMC), and which will be provided by the City.

Parisi will query the SWITRS and TIMS databases to determine three-year collision rates for each roadway segment.

Draft Engineering and Traffic Surveys will be prepared for each roadway segment. Parisi will discuss the initial results with the City of Seaside to assess whether supplemental or replacement speed surveys will be needed. It is assumed up to six supplemental or replacement surveys may be required.

Parisi will compile a comprehensive draft speed survey report for the City of Seaside. The report will include the results of the Engineering and Traffic Surveys, a description of methodologies used, a summary of recommended posted speed limits, and a map highlighting the recommended speeds.

Upon feedback from the City of Seaside, Parisi will revise the report, as appropriate, and produce a final speed survey report. All reports will be produced electronically (i.e., PDF).

Deliverables: Average daily traffic count data, draft and final speed survey reports with individual Engineering and Traffic Surveys and a summary of methodologies and results.

Phase 3: Reduced Speed Zoning Adjacent to Schools

Parisi will identify potential streets adjacent to schools that may be eligible for reduced speed zoning through City ordinance or resolution. During conduct of the speed surveys in Phase 2, Parisi will also conduct speed surveys on these school-adjacent streets. It is assumed that up to six street segments will be surveyed in each direction (12 total surveys).

Based on the results of the surveys, review of collision statistics, vulnerabilities of children walking and cycling to and from school, and California legislation, Parisi will prepare a technical memorandum documenting conditions and justifying use of reduced speed zones (15 mph or 20 mph) on qualifying roadways adjacent to schools. A draft and final memo will be prepared, including maps and potential limits of qualifying reduced speed zones. The memo can be used by the City in developing an ordinance or resolution warranting Citywide school speed zone reductions.

Deliverables: Draft and final technical memoranda for reduced speed zoning adjacent to schools.

Schedule

Upon receipt of authorization to proceed, Parisi can complete Phase 1 within four weeks. The draft reports associated with Phase 2 and 3 activities can be completed within four weeks of the completion of Task 1. The final reports for Phases 2 and 3 can be completed withing three weeks of receipt of City comments on the draft reports.

Estimated Fee

Parisi will conduct all work on a time-and-materials basis. Our estimated fee for each project phase, and total fee, is provided on the next page.

April 21, 2021

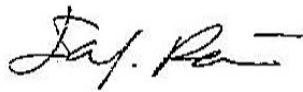
Phase	Labor Hours					Labor Subtotal	Expenses	Totals
	Principal \$290.00	Manager \$205.00	Engineer \$145.00	Tech \$130.00	Total Hours			
1. Identify Roadway Segments	4	12	28	4	48	\$8,200.00	\$400.00	\$8,600.00
2. Speed Surveys and Report	22	52	160	16	250	\$42,320.00	\$11,250.00	\$53,570.00
3. School Speed Zoning	4	14	42	8	68	\$11,160.00	\$200.00	\$11,360.00
Totals	30	78	230	28	366	\$61,680.00	\$11,850.00	\$73,530.00

In Closing

We look forward to serving the City of Seaside on this important project.

If you have any questions, please do not hesitate to contact me at the phone number below.

Sincerely,



David Parisi, PE, TE
Principal

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 2020 - TRAFFIC ENGINEERING SERVICES FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Statements of Qualifications (SOQs) from qualified firms to provide professional Traffic Engineering (consultant) services. The City intends to select up to three consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

SOQs must be received by 3:00 PM November 10, 2020 at the following address:

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

SOQ received after this deadline will not be accepted. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**Traffic Engineering 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, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

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 traffic engineering design, traffic analysis, traffic calming, and transportation studies. 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 Hourly Fees: Provide your standard hourly fees by job classification and billing criteria 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	Tuesday, October 20, 2020
Proposal due	Tuesday, November 10, 2020
Interview Select Proposers, if necessary	November 10 to 25, 2020 if needed
Project Award	December 17, 2020

Questions Regarding This Project

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

Misty Bradshaw
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: mbradshaw@ci.seaside.ca.us
Phone (831) 899-6886

Form of Agreement

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

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. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. 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 quality of services required for the types of services listed in the Scope of Work? Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. 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:

- General traffic engineering and provide a project manager that possesses certification as a Traffic Engineer from the California Board for Professional Engineers, Land Surveyors and Geologists.
- Traffic Signal design (per Caltrans and City standards)
- California Manual on Uniform Traffic Control Devices latest Edition
- ITE Traffic Control Devices Handbook
- ASSHTO Roadside Design Guide
- Familiarity with Caltrans Standards

PRELIMINARY SCOPE OF SERVICES

The scope of work will vary as need arises and will be at the discretion of the City. Provide Traffic Engineering services for various projects at the request of city staff. The request for services may include:

- Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analysis;
- Provide comprehensive analyses of existing and projected traffic conditions; roundabout analysis and design, intersection design, speed humps, and traffic data collection services;
- Provide electronic traffic control device studies and design (signs, signals, pavement markings, and school zone flashers);
- Perform pedestrian and bicycle studies including those to provide safe routes to school;
- Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- Traffic signal design including plans, specifications, engineer's cost estimate and contract bid documents (for projects that are bid) for new permanent signal installation; modifications to existing signals and flashing beacon;
- Speed data analysis, intersection control studies including multi way stop control and traffic signal or alternatives, safety studies, and miscellaneous traffic engineering services.
- Transportation, roadway, and Complete Streets design including construction drawings or plans, specifications, engineer's cost estimate and contract bid documents.
- Construction management and inspection support for roadway improvement and transportation projects.
- Assist and provide technical assistance in identification and preparation of various traffic and roadway improvement grant opportunities and applications.

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 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 6, 2021

SUBJECT: APPROVE A RESOLUTION ALLOCATING \$24,982.50 TO THE CITY OF MONTEREY TO CREATE A TRAIL MAINTENANCE STRATEGY AND CONDUCT AN ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

RECOMMENDATION

Approve a resolution allocating \$24,982.50 from the general fund to the City of Monterey on behalf of the Laguna Grande Joint Powers Agency to create a Trail Maintenance Strategy and conduct Environmental Review for the Laguna Regional Park.

BACKGROUND

At the April 21, 2021 Laguna Grande Joint Powers Agency meeting, the board adopted a Resolution awarding a contract to Bellinger Foster Steinmetz for \$109,965.00 to create a trail maintenance strategy and conduct environmental review for Laguna Grande Regional Park.

The Laguna Grande Regional Park Joint Powers Agency (JPA) approved the release of a Request for Proposal (RFP) for two projects - new park plan and trail maintenance strategy. The JPA discussed the desire to have an entire park plan updated but also emphasized that a trail maintenance strategy was its highest priority at that time. Key considerations would be cost and relationship to regional projects such as the Fort Ord Regional Trail and Greenway project (FORTAG).

The JPA received four proposals in response to the RFP. Staff members from the City of Seaside, City of Monterey, and Parks District and a Laguna Grande neighborhood representative reviewed the proposals. All of the firms were invited to an interview as well. Bellinger Foster Steinmetz was the highest ranking firm from this process.

Staff met with the various City Managers and Executive Director and there is inadequate funding to pay for the parks plan at this time and recommends that we move forward with the Trail Maintenance Strategy. The proposed Trail Maintenance Strategy will include the following key steps:

1. Inventory existing trail network and biotic communities
2. Prepare a draft trail maintenance strategy and vegetation management recommendations
3. Review maintenance strategy with stakeholders such as the California Department of Fish and Wildlife, Coastal Commission and Regional Water Quality Control Board and interested parties such as the Audubon Society and residents
4. Revise the maintenance strategy based on public and stakeholders' input
5. Present maintenance strategy to the JPA and finalize the project description
6. Prepare the required environmental document
7. Present maintenance strategy and environmental document to the JPA for certification

If the document is certified by the JPA, the JPA would then pursue permits for the project from various resource agencies such as the Regional Water Quality Control Board, etc. Work could commence after all permits are obtained.

FISCAL IMPACT

The contract cost is \$109,965. This contract will be jointly funded by the Park District, City of Seaside and City of Monterey. The City of Monterey will not sign the contract until these funds are formally designated by the respective agencies to the City of Monterey. The project will be funded as follows:

Monterey Regional Park District - \$60,000.00

City of Seaside - \$24,982.50

City of Monterey - \$24,982.50

Total - \$109,965.00

ATTACHMENTS

BFS Laguna Grande Park JPA Scope
Draft JPA Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

Scope of Services

Laguna Grande Park Master Plan

Revised February 17, 2021



1.0 TRAIL MAINTENANCE STRATEGY

- 1.01 Project Management: This task includes project contract execution, preparation of project and contract files; preparing and maintaining project budgets, coordination of personnel, subconsultants, and communications.
- 1.02 Inventory existing trail network and biotic communities. Review previous maintenance agreements and permits. BFS will provide trail assessment and mapping; EMC Planning Group biologists will assess trail corridor natural resources. Map and summarize in table and narrative.
- 1.03 Prepare a draft trail maintenance strategy that identifies appropriate pathways throughout the park. Consider additional trails and access restriction needs. In all trail corridors with extensive vegetation, such as the southern end of the park, determine if maintenance is needed and appropriate actions. Biotic Resources Group will evaluate assessment, trail conditions, and prepare initial vegetation management recommendations.
- 1.04 Review maintenance strategy with JPA staff and stakeholders, such as California Department of Fish and Wildlife, Coastal Commission, and Regional Water Quality Control Board and interested parties (Audubon Society), residents, etc.
- 1.05 Revise maintenance strategy based on public and stakeholders' input.
- 1.06 Present maintenance strategy to the JPA to finalize the project description of proposed work.
- 1.07 Prepare the required environmental document. Staff anticipates that this project will trigger a Mitigated Negative Declaration. The scope of work should include any necessary background reports to make necessary conclusions for trail maintenance, such as but not limited to biological resources.
- 1.08 Present maintenance strategy and environmental document to the JPA for certification.
- 1.09 FINAL TRAIL MAINTENANCE STRATEGY. Final document will incorporate any comments, mitigation recommendations noted by CEQA document.

2.0 COMMUNITY OUTREACH

- 2.01 Kickoff Meeting: Meet with JPA staff to review community outreach strategy. Set dates for meetings. Coordinate online protocols and management.
 - a. BFS assumes project will be hosted on www.haveyoursaymonterey.org
 - b. Project material mailing, distribution and posting to website page to be managed by JPA staff.
- 2.02 Community and Neighborhood Meetings:

P19-110_Scope 20210217.docx

BFS Landscape Architects • bfsla.com

425 Pacific Street, Suite 201, Monterey, California 93940 • (831) 646-1383 P • (831) 373-8653 F

1580 West El Camino Real, Suite 12, Mountain View 94040 • (650) 326-6622 P • (650) 963-9421 F

- a. Coordinate and facilitate two (2) similar neighborhood / community meetings on a virtual platform (i.e. Zoom/Google Meet). Community meetings to be scheduled to cast a wide net for community input. Schedule meetings to occur concurrently while site investigations and field studies are occurring.
 - b. Work with JPA staff to provide noticing to the community. BFS to prepare fliers and digital notices. Opportunity to submit written comments is included.
 - c. Online forum and agenda:
 - 1. Meetings to be set up in a town hall forum to introduce the project scope to the community.
 - 2. Meetings to include brief presentation by JPA and BFS (to be Powerpoint/PDF) followed by Q&A period. BFS to review Q&A facilitation with JPA. (BFS suggests a timed window for participants to provide ideas, suggestions, and comments)
 - 3. Meeting materials to be available in both English and Spanish.
 - 4. Live Spanish translation to be coordinated as needed.
- 2.03 Meetings Summary: BFS to summarize virtual meetings and all community input received. Provide to JPA staff a document that can be posted online to project website.
- 2.04 Meeting Review: Review the community feedback with JPA staff and make recommendations about priorities and next steps moving forward.
- 2.05 JPA Draft Plan Review Public Meeting:
- a. Coordinate posting of Draft Trail Maintenance Plan to online platform by JPA staff for community review and input. Create opportunity for community to provide digital feedback and response.
 - b. Work with JPA staff to provide noticing to the community of the presentation of the Draft Trail Maintenance plan to JPA Board.
 - c. Present Draft Trail Maintenance Plan to Board with JPA staff. BFS to prepare presentation (PowerPoint /PDF). Allow for community response period after presentation.
 - d. BFS to summarize virtual Board meeting and community input. Provide a document that can be posted online, by JPA staff, to the project website.
 - e. Review JPA Board and community response with JPA staff. BFS and JPA staff to identify revisions or comments to be incorporated into the Draft Trail Maintenance Plan.
- 2.06 JPA Final Plan/CEQA Review Public Meeting: JPA staff to prepare presentation; BFS staff to provide support graphics. BFS/EMC to attend virtual meetings.

5.0 ADDITIONAL SERVICES

Any presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

- 5.10 Any permitting: Obtain necessary permits (Fish and Wildlife, Regional Water Quality, Coastal Commission) for project implementation. This task is budgeted as an additional service. Scope detail will be refined as permit requirements are identified.

EXCLUSIONS

The following are excluded from our scope of services.

1. Printing and distribution of flyers / agenda / handouts for Community meetings.
2. Translation services for Community meetings.
3. Architectural Review Board Submittal.
4. Tree survey / Arborist Report.
5. Signage & graphics artwork.
6. Off-site improvements, except for utility connections.

-END -

COMPENSATION

1.0	TRAIL MAINTENANCE STRATEGY & CEQA REVIEW	
	EMC Planning.....	\$29,440
	Biotic Resources Group.....	\$8,665
	BFS Landscape Architects	\$33,410
	TOTAL	\$71,515
2.0	COMMUNITY OUTREACH.....	\$22,200
5.0	ADDITIONAL SERVICES	
	5.1 Permitting.....	\$13,000
	REIMBURSABLE EXPENSES BUDGET	\$3,250

HOURLY RATES AND REIMBURSABLE EXPENSES: See attached Standard Schedule of Compensation dated May 2020.

Attachments: Standard Schedule of Compensation, dated 5/2020.

SCHEDULE

1.0 TRAIL MAINTENANCE STRATEGY	
1.01 Contract Awarded & Executed	February – March 2021
1.02 Project Management	March – October 2021
1.03 Inventory	March – May 2021
1.04 Prepare Draft Trail Maintenance Strategy	May 2021
1.05 Review with JPA and Stakeholders	July 2021
1.06 Revise Trail Maintenance Strategy	August 2021
1.07 Present Strategy to JPA/Finalize Project Description	September 2021
1.08 Prepare Environmental Document for Certification	October 2021
5.10 Obtain Permits	TBD

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, CA 95814, (916) 445-4954.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE ALLOCATION OF TWENTY FOUR THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND FIFTY CENTS (\$24,982.50) TO THE CITY OF MONTEREY TO CREATE A TRAIL MAINTENANCE STRATEGY AND CONDUCT AN ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

WHEREAS, the existing Laguna Grande Regional Park Joint Power Agency desires to create a trail maintenance strategy for Laguna Grande Park and conduct environmental review of this proposal; and

WHEREAS, after a competitive RFP process, on April 21, 2021, the JPA selected Bellinger Foster Steinmetz to perform the work. The cost of the work is \$109,965, and it will be funded with member agencies contributing as follows: the City of Monterey contributing \$24,982.50, the City of Seaside contributing \$24,982.50, and the Monterey Regional Park District contributing \$60,000; and

WHEREAS, the JPA adopted a Resolution authorizing the City of Monterey to collect payment from JPA member entities and to issue payment to Bellinger Foster Steinmetz when payment is due; and

WHEREAS, the members of the JPA determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the allocation of \$24,982.50 from the General Fund to the City of Monterey for the plan development and environmental work for the JPA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of May by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: May 6, 2021

**SUBJECT: SET FINAL DATE OF JUNE 15, 2021 FOR PARKING
AUTHORIZATION AT COLONEL DURHAM SITE**

RECOMMENDATION

Set final date for parking authorization at the Colonel Durham parking site to be June 15, 2021.

BACKGROUND

The Colonel Durham RV parking site was established in July, 2020 as an alternative site to the prior Roberts Lake location, which allowed individuals to shelter in place in the earliest days of the pandemic. The Col. Durham site had the advantages of being larger, quieter and considerably safer from a COVID-19 transmission perspective than the Roberts Lake site in that it reduced cross-usage with park users from Seaside or other communities. The site also has the advantage of being served with potable water, and a shower was constructed for residents. The site was never intended nor described as a long-term location, as the property is under contract to be sold for the Campus Town project.

Parking by permit at the Col. Durham location was granted to individuals who were previously parked at the Roberts Lake location, consistent with efforts to shelter in place. In July of 2020, thirty-two (32) vehicles were permitted at the site. There are presently fewer permitted individuals at the site than in 2020, though the upper level parking lot has collected a significant amount of personal belongings. Some people have left of their own volition and a few people have had their permits rescinded for violating safety rules at the site. City expenses for site operations are approximately \$12,000.00 per month, funded through CARES Act revenue.

The parking authorization was specific to sheltering in place during the COVID-19

pandemic. Governor Newsom has indicated an “opening” of the State will occur on June 15, 2021, thereby putting an end to the original reason for the permission to shelter upon public property. The property needs to be cleared this summer to keep the building and parking lot demolitions connected to the Campus Town project moving forward on schedule.

To assist occupants with planning for a transition from the site, case management services have been provided, with limited success. The Seaside Fire Department staged a free vaccination clinic across the street from the site on March 16.

Resource guides will be delivered to occupants on a weekly basis prior to June 15, and final notices of removal of all personal property will be provided and posted on June 4. Personal property remaining on June 16 will be removed, per City policy.

FISCAL IMPACT

Approximately \$12,000.00 per month, funded through CARES Act revenue.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer

DATE: May 6, 2021

**SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE
CITY OF MONTEREY DESIGNATING MONTEREY TO BE THE
CEQA LEAD AGENCY FOR THE NORTH FREMONT BIKE AND
PEDESTRIAN IMPROVEMENT PROJECT**

RECOMMENDATION

Adopt a resolution approving a memorandum of understanding (MOU) to designate the City of Monterey as Lead Agency for the proposed North Fremont Bike and Pedestrian Improvement from Casanova to Canyon Del Rey (North Side) Project and authorizing the City Manager to execute the MOU. (Not a Project Under CEQA per Article 20, Section 15378 and Under General Rule Article 5, Section 15061)

BACKGROUND

The North Fremont Corridor is a busy corridor with many shops, restaurants, hotels and other businesses. This busy corridor connects residents from various neighborhoods to the cities of Seaside and Del Rey Oaks to the north, as a result it continues to be a key transportation corridor for residents and businesses alike.

In Monterey, the North Fremont Bike and Pedestrian Access and Safety Project was the kick-off to realizing many goals for the corridor (more information is available at: <https://haveyoursaymonterey.org/north-fremont-street-transportation-corridor>).

Figure 1: North Fremont Bike and Pedestrian Access and Safety Project Before and After Photograph



One of the key future opportunities is to connect the North Fremont Bike and Pedestrian Access and Safety Project to the Fort Ord Recreational Trail and Greenway (FORTAG) project. The City of Monterey staff refers to this connection the “North Fremont Gap Closure” .

Figure 2: North Fremont Bike and Pedestrian Improvement from Casanova to Canyon Del Rey or “North Fremont Gap Closure” Project Location



There is currently no sidewalk connection on the north side of North Fremont between Casanova and Canyon Del Rey (State Route 218). Pedestrians and cyclists utilize the roadway or the path adjacent to the guard rail to travel between Seaside and Monterey and to access the bus stop. The North Fremont Bike and Pedestrian Access and Safety Project intended to build a Class I facility to close this gap. The Connection Gap covers property located in both Seaside and Monterey. This gap section presents many

challenges as it is adjacent to an Environmentally Sensitive Habitat Area (ESHA), includes multiple jurisdictions' right of way as well as a very steep slope. The original design in the North Fremont Bike and Pedestrian Access and Safety included retaining walls in order to preserve the ESHA and accomplish this connection. When the bids were received, this alternative was over the existing budget. Time and funding constraints from Caltrans did not allow for construction of this connection without a loss of grant funding.

City of Monterey staff and the engineering consulting firm working on the North Fremont Bike and Pedestrian Improvement from Casanova to Canyon Del Rey project have researched design alternatives and have been working on environmental and design since June, 2019. In order to close the gap, a bike and pedestrian bridge was determined to be the most feasible and cost effective solution to addressing the steep slope and ESHA. This bridge and sidewalk connection will provide a very critical gap closure that links North Fremont from Casanova to Canyon Del Rey and the new FORTAG trail.

Figure 3: Concept Rendering



The City of Monterey is proposing to undertake Lead Agency status to prepare and process the project's CEQA environmental review. A draft MOU is attached and designates the City of Monterey as the lead agency for the project's CEQA review. Both agencies will ultimately have to certify the environmental document and approve the project.

Staff anticipates that the project will become more attractive for grants if the project design and environmental review are completed.

ENVIRONMENTAL

The proposed action of approving the attached Memorandum of Understanding is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

FISCAL IMPACT

City of Monterey is funding CEQA review.

ATTACHMENTS

Draft Resolution
Exhibit A - MOU

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING MEMORANDUM OF UNDERSTANDING TO DESIGNATE THE CITY OF MONTEREY AS LEAD AGENCY FOR DEVELOPMENT OF THE PROPOSED NORTH FREMONT BIKE AND PEDESTRIAN IMPROVEMENT PROJECT FROM CASANOVA AVENUE TO CANYON DEL REY BOULEVARD AND FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) ENVIRONMENTAL REVIEW

WHEREAS, the proposed North Fremont Bike and Pedestrian Improvement Project from Casanova Avenue to Canyon Del Rey Boulevard would connect the existing North Fremont Bike and Pedestrian Access and Safety Project to the proposed Fort Ord Regional Trail and Greenway;

WHEREAS, there is currently no sidewalk connection on the north side of North Fremont Street between Casanova Avenue and Canyon Del Rey Boulevard (State Route 218);

WHEREAS, Monterey City staff determined that a bike and pedestrian bridge was the most feasible and cost-effective solution to close this sidewalk gap;

WHEREAS, the project design and CEQA environmental review is funded through the City of Monterey's Neighborhood and Community Improvement Program;

WHEREAS, environmental review is the next step to move the proposed North Fremont Bike and Pedestrian Improvement Project from Casanova Avenue to Canyon Del Rey Boulevard into project development, and to make the project more competitive for state and federal matching grant funds;

WHEREAS, both the cities of Monterey and Seaside own property along the north edge of North Fremont Street between Casanova Avenue and Canyon Del Rey Boulevard (project location) and both meet the criteria for being a CEQA Lead Agency;

WHEREAS, CEQA guidelines state that where more than one public agency meets the criteria for being a Lead Agency, the public agencies may designate a Lead Agency by agreement;

WHEREAS, the cities of Monterey and Seaside have coordinated on developing the attached Memorandum of Understanding to designate the City of Monterey as the Lead Agency for CEQA environmental review;

WHEREAS, after the environmental document is prepared and circulated, both the cities of Monterey and Seaside will need to certify the environmental document; and,

WHEREAS, the City of Seaside determined that the proposed action of approving the attached Memorandum of Understanding is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEASIDE that it hereby approves a memorandum of understanding to designate the City of Monterey as the lead agency for CEQA environmental review of the proposed North Fremont Bike and Pedestrian Improvement Project from Casanova Avenue to Canyon Del Rey Boulevard Project and authorizes the city manager to execute the memorandum of understanding as attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 6th day of May, 2021, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

**MEMORANDUM OF UNDERSTANDING
FOR THE DESIGNATION OF LEAD AGENCY BY AND AMONG
THE CITY OF MONTEREY AND
THE CITY OF SEASIDE
FOR DEVELOPMENT OF THE NORTH FREMONT BIKE AND PEDESTRIAN
IMPROVEMENT PROJECT FROM CASANOVA AVENUE
TO CANYON DEL REY BOULEVARD AND
ENVIRONMENTAL REVIEW**

THIS AGREEMENT FOR THE DESIGNATION OF LEAD AGENCY made and entered into as of _____, 2021, by and among the City of Monterey ("Monterey") and City of Seaside ("Seaside") is made with reference to the following facts and circumstances:

RECITALS

WHEREAS, the cities of Monterey and Seaside own property along the north edge of North Fremont Street between Casanova and Canyon del Rey;

WHEREAS, these government agencies propose to create project drawings for the North Fremont Bike and Pedestrian Improvement Project from Casanova to Canyon Del Rey (North Side) and prepare the required environmental review documents;

WHEREAS, the California Environmental Quality Act ("CEQA") provides that where a proposed project is to be carried out or approved by more than one public agency, an agency is to be determined to be the Lead Agency under CEQA, and such Lead Agency is to be responsible for preparing the appropriate environmental documentation; and

WHEREAS, CEQA also provides that where more than one public agency meets the criteria for being a Lead Agency, the public agencies may designate a Lead Agency by agreement;

WHEREAS, the City of Monterey has funded the preliminary project design and CEQA environmental review for this project;

WHEREAS, the City of Monterey is donating staff time to manage this project;

NOW, THEREFORE, Monterey and Seaside (collectively the "Parties") hereby agree as follows:

AGREEMENT

1. RECITALS. The Recitals set forth above are incorporated herein and constitute an integral part of this Agreement.

2. DESIGNATION OF LEAD AGENCY. The Parties agree that City of Monterey shall be designated as the Lead Agency for the purpose developing a North Fremont Bike and Pedestrian Improvement Project from Casanova Avenue to Canyon Del Rey Boulevard (North Side) and conducting environmental review of the Project, as preliminarily described herein, because the City of Monterey is most likely to be the first agency to carry out a project.

Monterey may employ one or more qualified consultants to assist in performing Monterey's duties as Lead Agency. Further reference to Monterey in this Agreement shall include any of the City of Monterey's officers, employees or consultants.

3. NORTH FREMONT BIKE AND PEDESTRIAN IMPROVEMENT PROJECT FROM CASANOVA AVENUE TO CANYON DEL REY BOULEVARD AND ENVIRONMENTAL REVIEW: The project and activities involved in this Agreement include the

- a. Preparation of preliminary project plans; and
- b. Preparation of necessary CEQA documents.

4. ANTICIPATED SCOPING OF ISSUES. The Parties shall cooperate with each other and especially with Monterey as Lead Agency, to participate in and contribute information as necessary in scoping activities and other activities, research, data collection and analysis necessary to the preparation of an appropriate and adequate environmental review as determined by Monterey.

5. COOPERATION BY PARTIES/BEST EFFORTS. Each Party shall use its best efforts to cooperate with each other, and to work with third parties, to eliminate obstacles to the timely environmental review and consideration of the Program.

6. NO PROMISE OR REPRESENTATION OF APPROVAL. The Parties hereby agree to negotiate in good faith and to use their respective best efforts to achieve the mutual goals of the Parties in the promotion of the and full, unconstrained, good faith compliance with the California Environmental Quality Act. It is expressly agreed and understood, however, that by entering into this Agreement no Party is making any promise, representation or commitment to exercise its discretion to a particular end with respect to, the investigation of potential significant environmental impacts based on substantial evidence, the consideration of potentially feasible alternatives and mitigation measures, if warranted by the environmental review, and the final consideration and possible approval, modification, or even denial of the project.

7. INTERPRETATION OF THIS NEGOTIATED AGREEMENT. This Agreement has been reached through good faith negotiations between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.

8. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Each party hereto shall act in good faith to expeditiously carry out each party's respective obligations under this Agreement.

9. AMENDMENTS OR MODIFICATIONS. No amendment to, or modification of, this Agreement shall be valid or enforceable unless set forth in writing and signed by each of the Parties hereto.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, negotiations or representations with respect to the

Property which are not expressly set forth herein.

12. DISPUTE RESOLUTION. In the event a dispute arises relating to performance under this Agreement, the Parties shall meet and confer, but it is expressly acknowledged that Monterey, as Lead Agency, shall have the authority to resolve any disputes relating to the preparation of environmental documentation. If a Party fails to cooperate with Monterey in its Lead Agency role, then any additional costs engendered by such failure to cooperate, including costs relating to delays in performance, shall be chargeable to the non-cooperating Party.

13. GOVERNING LAW & VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. ENTIRE AGREEMENT. This document represents the entire Agreement between the Parties, and supersedes any prior written or oral negotiations and representations between the Parties.

15. SEVERABILITY CLAUSE. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, unenforceable, or contrary to public policy, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

17. EFFECTIVE DATE. This Agreement shall take effect on _____2021.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement on the date set forth beneath their respective signatures. Each person signing represents that he or she holds full authority to enter this Agreement, and by signing intends to bind their principal to the terms hereof.

City of Monterey

City of Seaside

RESOLUTION 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

RESOLUTION EXPRESSING INTEREST IN PARTICIPATING IN A VIABILITY STUDY FOR A CENTRAL COAST PUBLIC BANK

WHEREAS, a recent State law (AB 857) enabling the establishment of local and regional public banks in California has been passed by both houses of the State Legislature and signed into law by our Governor; and

WHEREAS, none of the public agencies in the Central Coast of California are large enough by themselves to easily create a public bank, and collaboration with other agencies will achieve an economy of scale that improves feasibility and benefits the entire region, so there is now growing interest in a Central Coast Public Bank; and

WHEREAS, a public bank can efficiently deliver funds to local governments impacted by the COVID-19 pandemic, other disasters, and the needed economic recovery; and

WHEREAS, public banks can increase funding to address infrastructure needs, homelessness, affordable housing, a regenerative future, climate change, solar energy production, education, public safety, health care and other public needs, without raising taxes, cutting public services, or selling off parks, water systems, roads, public lands, or other publicly owned assets; and

WHEREAS, public banks can help local governments to meet the needs of low-income residents of color; and

WHEREAS, capitalizing a public bank can leverage a city, county, or state's existing funds to a much greater degree than could a loan fund, and furthermore, in partnership with community banks and credit unions, public banks will be best suited to address our community's specific needs; and

WHEREAS, a public bank can purchase or broker municipal bonds issued by cities and counties to pay for emergency lending and direct subsidy programs, thus funding preventive measures for resiliency in future crises; and

WHEREAS, the Santa Cruz County Board of Supervisors is taking the lead on developing funding for a viability study for a Central Coast Public Bank and is seeking expressions of interest from public agencies in the Central Coast in participating in such a study; and

WHEREAS, once the interest of various Central Coast agencies in participating in a viability study of a public bank can be determined, a financial plan to fund the viability study with equitable contributions from involved agencies can be developed to be considered by the potential participants.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside hereby expresses its initial interest in participating in a viability study for a central coast public bank.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th of May 2021 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

City of Seaside PROCLAMATION



Asian American and Native Hawaiian/Pacific Islander Heritage Month May 2021

WHEREAS, This May, during Asian American and Native Hawaiian, and Pacific Islander Heritage Month, we recognize the history and achievements of Asian Americans, Native Hawaiians, and Pacific Islanders (AANHPIs) across our City. In the midst of a difficult year of pain and fear, we reflect on the tradition of leadership, resilience, and courage shown by AANHPI communities, and recommit to the struggle for AANHPI equity; and

WHEREAS, Seaside is proud to be home to a large Asian American, and Native Hawaiian, and Pacific Islander population that contributes greatly to the prosperity and enrichment of our Community; and

WHEREAS, for more than a century, Asian American, and Native Hawaiian, and Pacific Islander men and women have made valuable contributions to all areas of life in this nation, including government, business, arts and sciences, medicine, education, law enforcement, and the military; and

WHEREAS, Asian Americans, and Native Hawaiians, and Pacific Islanders are deeply-rooted in the United States, California, and Seaside reminding us of proud and sometimes painful chapters of our history; and

WHEREAS, Asian Americans, and Native Hawaiians, and Pacific Islanders make our City more vibrant through diversity of cultures, languages, traditions, and religions. AANHPI have represented their communities through public and community service, advocacy, making our city stronger and resilient; and

WHEREAS, diversity represents one of our greatest strengths, and by recognizing the contributions and accomplishments of Asian Americans, and Native Hawaiians, and Pacific Islander men and women, our City celebrates the importance of inclusion to building a brighter future for all of our residents; and

WHEREAS, Seaside is committed to providing comprehensive support to ensure that our community is equitable and welcoming to all people; and

WHEREAS, the City of Seaside is proud to celebrate Asian Americans, and Native Hawaiians, and Pacific Islanders Heritage Month, and commemorate the essential contributions, sacrifices, and accomplishments that AANHPI have made to Seaside.

***NOW, THEREFORE BE IT PROCLAIMED,** that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize May 2021 as **Asian Americans, and Native Hawaiians/Pacific Islanders Heritage Month** in the City of Seaside, Ca. and I call this observance to the attention of all our residents.*

Ian N. Oglesby, Mayor
May 6, 2021



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: May 6, 2021

SUBJECT: INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 2.17 TO THE SEASIDE MUNICIPAL CODE TO ESTABLISH A COMMUNITY SAFETY ADVISORY COMMISSION (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION

Approve the draft ordinance adding chapter 2.17 to the Seaside Municipal Code to establish a Community Safety Advisory Committee.

BACKGROUND

Seaside is a diverse, inclusive, and progressive City where the opinions and perspectives of residents are appreciated and valued. The City has established several commissions comprised of community stakeholders to advise the Council on issues pertinent to their focus areas. Staff believes the Council should create a Community Safety Advisory Commission (CSAC) to leverage the insights and experiences of Seaside residents—particularly those from marginalized communities—to improve the Department and strengthen community relations.

Inarguably, the community must have a voice in co-producing public safety. Proudly, Seaside residents have opportunities to provide actionable input, but in an ad hoc and informal manner. In addition to the unstructured and informal feedback systems we benefit from, the CSAC will establish a formal process for community engagement specific to public safety. We expect that the CSAC will enhance our service delivery, improve public safety, and lead to greater trust in Seaside Public Safety.

FISCAL IMPACT

ATTACHMENTS

Draft Ordinance

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADDING CHAPTER 2.17 TO THE SEASIDE MUNICIPAL CODE TO ESTABLISH A COMMUNITY SAFETY ADVISORY COMMISSION

WHEREAS, the City of Seaside has a responsibility to ensure the safety and well-being of all its residents and visitors. One method safety is implemented and ensured is through the creation of a Community Safety Advisory Commission.

WHEREAS, the City of Seaside Public Safety departments serve as public servants entrusted with safeguarding our community. A Community Safety Advisory Commission proves that respect, trust and oversight can be harmonious and builds the integrity of a community.

WHEREAS, the City of Seaside aims to give the non-public safety community a medium to voice concerns, provide feedback and praise the actions and efforts of the public safety operations.

WHEREAS, the Community Safety Advisory Commission will create a collaborative partnership between public safety departments and the community it is sworn to protect. The Commission is also a way of providing increased agency and autonomy to marginalized communities and communities of color.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES
ORDAIN AS FOLLOWS:**

SECTION 1. FINDINGS

The above findings are true and correct and by this reference are incorporated as an integral part of this ordinance.

SECTION 2. AMENDING SEASIDE MUNICIPAL CODE ADDING CHAPTER 2.17
ESTABLISHING THE COMMUNITY SAFETY ADVISORY COMMISSION

Subsection 2.17 is hereby added to the Seaside Municipal Code as follows:

Chapter 2.17
Community Safety Advisory Commission

Sections:

- 2.17.010 Created.
- 2.17.020 Purpose and Intent
- 2.17.030 Composition and Appointment Procedure.
- 2.17.040 Terms of Office
- 2.17.050 Filling of Vacancies.
- 2.17.060 Removal from Office.
- 2.17.070 Powers and Duties.
- 2.17.080 Staff support.
- 2.17.090 Meetings.

2.17.010 Creation.

There is created a Community Safety Advisory Commission (CSAC) The Commission is not a review board of specific police actions, whether internal or external, but a forum for discussions regarding community safety concerns and leveraging the experience of persons outside of policing to improve the Department and the community relations.

2.17.020 Purpose and Intent.

To provide a forum for police-community interaction, enhance public safety, and increase equity in community safety policies.

- A. To address public safety and related issues concerning the Seaside Police Department's policies, procedures, practices, and community relation strategies in order to enhance our residents' quality of life.
- B. To promote and encourage open communication and the building of a positive relationship with members of the community and those who have sworn to protect them.
- C. Recognize public safety through policing is a shared responsibility.

2.17.030 Composition and Appointment Procedure.

CPAC shall be comprised of up to eleven (11) community members nominated by the Mayor and approved by the City Council. Community members who represent a range of interests and life experiences and diverse backgrounds, including but not limited to, LGBTQ+, business, education, non-profits, public relations, and faith community. At least one (1) member must be between sixteen and eighteen years old when appointed. All members must live in the City of Seaside

2.17.040 Term of office.

All appointments shall be for a three (3) year terms. Terms are renewable at the discretion of the Mayor with the approval of the City Council. No member shall serve more than two (2) consecutive terms. An individual may not serve as Chair more than two (2) consecutive years. To be eligible for Chair, one must have been elected and served as Vice-Chair.

2.17.050 Filling of Vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the Chairperson must have served as Vice-Chair immediately

before selection to Chairperson and must have served on the Community Safety Advisory Commission for a minimum of (1) year.

2.17.060 Removal from Office.

Commission members may be removed for any or no reason, at any time by majority vote of the City Council. If a member of the Commission does not attend two consecutive regular meetings of the Commission. Unless excused by a majority vote of the Commission, his/her/their membership shall automatically terminate.

2.17.070 Power and Duties.

The power and duties of the Commission shall be as follows:

- A. Adopt by a two-thirds vote of its members, bylaws governing the conduct of its meeting and activities, the establishment of sub-committees, and such other rules as may be necessary for the performance of its duties; provided, that such bylaws shall specify that a quorum shall at all times consist of at least six (6) members and that any amendment to the bylaws shall require an affirmative vote of two-thirds of its members.
- B. The Commission shall act in an advisory capacity to and as a liaison between the community, the Seaside Police Department, and City Council.
- C. The Commission will have no input or discussion regarding specific employee personnel issues. Nor be involved in Department decision-making at any level.
- D. Assist in educating the community at large about the function and role of the Seaside Police Department.
- E. Act as a sounding board for the Chief of Police regarding community needs and concerns, as well as community response to proposed police programs, priorities, and policies.
- F. Apprise the Chief of Police directly of the recommendations for improved delivery of police services to the Seaside community. When required the Commission will make recommendations to the City Council.

- G. In making its recommendations to the Police Chief, the Commission shall not attempt to direct the method of implementation of any resulting changes to Police Department program, policies, or procedures.
- H. Develop and make recommendations directed toward informing the community of its rights and responsibilities when in contact with law enforcement officers.
- I. Annually review the city's Community Policing philosophy and strategies for best practices. Review the policies and strategies that reinforce the importance of community engagement in public safety. For relationship with key stakeholders, such as churches, businesses, schools, and polices dealing with "least harm" resolutions, such as diversion programs or warnings and citations in lieu of arrest for minor infraction.
- J. Receive a Bi-Annual Status Report from the city's **Family and Community Support Team** program.
- K. The Commission shall actively encourage and foster resident's participation in crime prevention activities.
- L. The committee may also discuss problems and strategies for appropriate problem solving in specific neighborhoods.
- M. To provide annual summary report to the City Council on the 2nd regular City Council meeting in April of each year. Concerning all the activities of the Commission during the preceding twelve-month period and the current fiscal year "work plan".
- N. In the month of May produce a publicly available annual "Community Safety Report".
- O. The Commission shall sponsor/cosponsor an annual citywide Community Safety Summit/Event, i.e. National Night Out.
- P. Each CPAC member is encouraged to attend the Citizen Public Safety Academy or similar training.
- Q. Each Commission member is expected to contribute.

R. The Commission shall not be entitled to receive, review, copy or investigate citizens' complaint(s) against individual police personnel.

(1) If a citizen submits a complaint against individual police personnel directly to a member of the Commission or the Commission as a whole, the Commission member or the Commission, as the case may be, shall forward that complaint to the Police Department. The Commission may not take any other action, including holding hearing or conducting investigations, with respect to said complaint.

2.17.080 Staff Support.

The Chief of Police shall serve as staff liaison to the commission. The City Manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the Commission to fulfill its purpose and duties. The City Attorney is the Commission's legal advisor.

2.17.090 Meetings.

The Commission shall meet monthly or when called by the Chair.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: May 6, 2021

**SUBJECT: INTRODUCTION OF AN ORDINANCE PROVIDING A TEXT
AMENDMENT(S) TO THE SEASIDE MUNICIPAL CODE SECTION
2.02.020 MEETINGS-REGULAR CHANGING THE START TIME OF
REGULAR MEETINGS (FIRST READING, ROLL CALL VOTE)**

RECOMMENDATION

Introduce and pass to print the draft ordinance providing a text amendment of the Seaside Municipal Code Section 2.02.020 Meetings-Regular changing the start time of regular City Council meetings.

BACKGROUND

At the April 1, 2021 City Council meeting, the Council directed that the Regular meetings start at 5:00 p.m. Accordingly, the attached draft ordinance changes the start time for the Regular meetings to 5:00 p.m. It should be noted that the Council has had **special Joint meetings** of the Successor Agency and the City Council at 5:30 p.m. prior to the Regular meetings. These special meetings have been dealing with the dwindling amount of Successor Agency business however along with closed session items. Since these meetings are special meetings, they may be set for any date or time selected by the City Council. It is anticipated that when these special meetings are required they will be set for a time to **start after** the conclusion Regular meeting.

FISCAL IMPACT

N/A

ATTACHMENTS

Draft Ordinance

Reviewed for Submission to the City Council by:

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

Craig Malin, City Manager

Packet Page 93

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE PROVIDING A TEXT AMENDMENT TO SECTION 2.02.020 MEETINGS REGULAR

WHEREAS, the City of Seaside has had multiple regular meetings that have extended beyond 10:30 p.m.; and

WHEREAS, in order to provide a better opportunity for more effective public participation and in an effort to adjourn meetings earlier in the evening, it was suggested that the meetings start two hours earlier at 5:00 p.m.; and

WHEREAS, in order to more efficiently change the Regular meeting start time to better address the needs of the Council and the public, it is now desired to provide that the Regular meeting start time may be set by Resolution, instead of being established by Ordinance.

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

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Text amendment to the Seaside Municipal Code Section 2.02.040 Regular meetings to provide for an earlier start time and future start times to be modified by Resolution.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. TEXT AMENDMENT

This ordinance revises section 2.02.040 Meetings-Regular with additions shown in underline and deletions shown in ~~strikeout~~ as follows:

2.02.020 Meetings – Regular.

The city council shall hold regular meetings on the first and third Thursday of each month at five (5:00) p.m. or a time subsequently to be established by Resolution; provided, that when the day fixed for any regular meeting falls upon a day designated by law as a legal or national holiday, such meeting shall be held on the next succeeding day not a holiday, or on such other day as may be designated by the city council, in the council chambers of the City Hall, 440 Harcourt Avenue, Seaside, or at such other place within the city limits to which the meeting may be adjourned. If by reason of fire, flood, or other emergency, it is unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or by three members of the city council. Except by an affirmative majority vote of the city council, no agenda items shall be taken up after ten-thirty p.m. (Ord. 880 § 2, 1999; Ord. 551 § 1, 1980; Ord. 538 § 1, 1979; Ord. 519 § 1, 1978; Ord. 498, 1977; Ord. 480, 1977; Ord. 448, 1974; Ord. 382, 1970; prior code § 1-200(A-1))

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed insofar as they conflict with this ordinance.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text revisions.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 6th day of May, 2021.

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

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

APPROVED:

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: Beth Rocha, Associate Planner

DATE: May 6, 2021

SUBJECT: INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE MUNICIPAL CODE TITLE 17, SECTION 17.14.030, TABLE 2-4 – ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES FOR CANNABIS USES. (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION

Approve the draft ordinance amending Seaside Municipal Code Title 17 Allowed Land Uses and Permit Requirements for Commercial Zones for Cannabis Uses.

BACKGROUND

On March 18, 2021 and April 1, 2021, the City Council twice voted 3-2 on the first and second readings, in favor of an ordinance amending sections of Seaside Municipal Code (SMC) Title 19 Commercial Cannabis activities to expand the total number of dispensaries allowed, adding new definitions and text amendments.

As indicated in the staff report to Council during the first reading, staff would initiate amendments to SMC 17.14.030, Table 2-4: *Allowed Land Uses and Permit Requirements* related to the following adopted amendments to Title 19:

1. Defines microbusiness, which will be used when SMC 17 Table 2-4 will be updated; and
2. Require a Conditional Use Permit for cannabis dispensaries rather than a Use Permit.

On April 14th, 2021 the Planning Commission voted to adopt a Resolution recommending the Council adopt ordinance amendments to Seaside Municipal Code

Section 17.14.030, Table 2-4, including: adding cannabis retail and cannabis microbusiness uses, specifying the required permit types based on zoning, referencing the specific use regulations of Title 19, and adding use-specific footnotes.

PROPOSED AMENDMENTS

The following amendments are proposed to Seaside Municipal Code section 17.14.030, Table 2-4: Allowed Land Uses and Permit Requirements for Commercial Zones:

1. Add "Cannabis Microbusiness" to the use table and the requirement of a Minor Use Permit (MUP) for the establishment of the use.
2. Add "Cannabis Retail" to the use table and add the requirement of a Conditional Use Permit (CUP) for the establishment of the use.
3. Add a reference to SMC Title 19 for all cannabis uses in the Specific Use Regulations column.
4. Add the following footnotes to the use table to specifically address exceptions/regulations:

7. A Minor Use Permit for a Cannabis Microbusiness shall not result in a new Cannabis Retail business. An existing Cannabis Retail business to be licensed as a Cannabis Microbusiness shall require a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

8. In the West Broadway Urban Village, a Cannabis Microbusiness without a retail component requires a Minor Use Permit.

9. A Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

10. In the West Broadway Urban Village, a Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

FISCAL IMPACT

None.

ATTACHMENTS

Draft Ordinance

Exhibit A – Table 2-4 Allowed Land Uses and Permit Requirements for Commercial Zones

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE TITLE 17, TITLE 17.14.030 TABLE 2-4 – *ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES* FOR CANNABIS USES (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:

1. Add "Cannabis Microbusiness" to the use table and the requirement of a Minor Use Permit (MUP) for the establishment of the use.
2. Add "Cannabis Retail" to the use table and add the requirement of a Conditional Use Permit (CUP) for the establishment of the use.
3. Add a reference to SMC Title 19 for all cannabis uses in the Specific Use Regulations column.
4. Add the following footnotes to the use table to specifically address exceptions/regulations:
 7. A Minor Use Permit for a Cannabis Microbusiness shall not result in a new Cannabis Retail business. An existing Cannabis Retail business to be licensed as a Cannabis Microbusiness shall require a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.
 8. In the West Broadway Urban Village, a Cannabis Microbusiness without a retail component requires a Minor Use Permit.
 9. A Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.
 10. In the West Broadway Urban Village, a Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

FINDINGS

WHEREAS, on March 18 and April 1, 2021, the City Council voted to amend Title 19 of the Seaside Municipal Code, which regulates Commercial Cannabis; and

WHEREAS, Seaside Municipal Code section 17.14.030, Table 2-4 lists all allowed uses in the city and required permits; and

WHEREAS, adding cannabis use types and permit requirements to 17.14.030, Table 2-4 achieves consistency with the ordinance amendments to Title 19.

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 17, section 17.14.030, 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 May, 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

EXHIBIT A

TABLE 2-4 – Allowed Land Uses and Permit Requirements for Commercial Zones

P Permitted Use, Zoning Clearance required MUP Minor Use Permit required (see Section 17.62.070) UP Use Permit required (see Section 17.62.070) – Use not allowed LAND USE ⁽¹⁾	CMX – Commercial Mixed Use					
	CC – Community Commercial					
	CRG – Regional Commercial					
	CA – Automotive Regional Commercial					
	CH – Heavy Commercial					
	PERMIT REQUIRED BY ZONE					Specific Use Regs
	CMX	CC	CRG	CA	CH	

INDUSTRY, MANUFACTURING & PROCESSING, WHOLESALING

Artisan/craft product manufacturing	UP	UP	–	–	P	<u>All Cannabis uses: SMC Title 19</u>
Cannabis cultivation	MUP*	–	–	–	–	
Cannabis manufacturing	MUP	MUP	–	–	MUP	
Cannabis related processing	MUP	MUP	–	–	MUP	
Cannabis research and development	MUP	MUP	–	–	MUP	
Cannabis testing	P	P	–	P	P	

<u>Cannabis Microbusinesses⁷</u>	<u>MUP</u>	<u>MUP</u>	<u>MUP</u>	<u>MUP</u>	<u>MUP</u>	<u>WBUY⁸</u>
<u>Cannabis Retail⁹</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>WBUY¹⁰</u>

⁷ A Minor Use Permit for a Cannabis Microbusiness shall not result in a new Cannabis Retail business. An existing Cannabis Retail business to be reclassified as a Cannabis Microbusiness shall require a new Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

⁸ In the West Broadway Urban Village, a Cannabis Microbusiness requires a Minor Use Permit.

⁹ Cannabis Retail businesses require a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

¹⁰ In the West Broadway Urban Village, a Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: May 6, 2021

**SUBJECT: ADOPT A RESOLUTION DEFINING CANNABIS DISPENSARY
SELECTION CRITERIA PER SEASIDE MUNICIPAL CODE
CHAPTER 19.08.010.B.**

RECOMMENDATION

Discuss and adopt a resolution defining cannabis dispensary selection criteria per SMC 19.08.010.B.

BACKGROUND

The intent of this item is for Council to discuss and ultimately adopt a resolution identifying selection criteria to rate cannabis dispensary applicants. This resolution does not direct staff to begin the application process.

The original cannabis ordinance was approved by Council in September 2017. Applications were accepted in November and December 2017. At that time, staff applied criteria from the ordinance to the applications and ranked applications accordingly. Dispensaries were ranked and sent to the Planning Commission for a recommendation and then to Council in December 2017.

Prior to an application being evaluated and ranked using the criteria, an application must be deemed complete. To be deemed complete, an application must:

- Contain a business plan
- Contain local enterprise and community benefits plan
- Contain a neighborhood compatibility plan
- Location Acceptability Determination from the Planning Department
- Contain property owner approval form
- Contain a safety and operations plan
- Contain a security plan

- Contain Live Scan results
- Fee paid
- Photocopies of driver's licenses for all principal employees
- Indemnification agreement signed
- Acknowledgement of process signed

The points system now results in the following percentages of total points by category:

Business plan 26%

Local enterprise and community benefits plan 23%

Neighborhood compatibility plan 12%

Safety and operations plan 20%

Security points 19%

The original ranking system resulted in "lessons learned" which led to refined criteria in this new resolution. City staff also consulted ranking criteria from other cities, to try to establish best practices and greater transparency for Seaside's process.

Some key differences between the old criteria and new include:

- Revenue projections were provided by applicants in 2017. However, the finance director did a second revenue calculation making adjustments to revenue projections to add a more realistic component to the projections. This resulted in cannabis applicants being ranked and then re-ranked using the revised calculation. Now that the City of Seaside has experience with cannabis dispensaries and revenue expectations, the City is better able to gauge cannabis revenue projections. The new system places less emphasis on revenue compared to the 2017 scoring (and more emphasis on local enterprise and community benefits).
- Business plan criteria adds a category for existing Seaside cannabis dispensary expansion. If a dispensary is already permitted in the City of Seaside and wishes to expand, requiring an additional conditional use permit results in additional points. This promotes expansion of existing dispensaries above increasing the quantity of new dispensaries. Candidates that applied and were ranked in the 2017 process are also given points, as that indicates a serious and continued interest in Seaside.
- Local Enterprise and Community Benefits Plan originally included local businesses to be used, hiring practices, and local residence of owners. The criteria has been updated to give additional points to owners with proof of local residency for at least 2 years. Social equity issues are included to give points for minorities, women, and low to moderate income persons. Points will be awarded for wages and benefits for the lowest level employee. This was not an original criterion, but Council asked each applicant about this topic in 2017, which is why it is being added as a ranking criterion in 2021.
- Neighborhood compatibility is screened prior to the application being deemed complete. Dispensaries must follow SMC 19.02.010.C and SMC 19.02.010.D regarding distance from a public/private school and from another dispensary. Dispensaries with ineligible proximities will be removed from further consideration.

- Safety and Operations Plan originally used rankings of inadequate, adequate or exemplary. The Safety and Security Plans were originally rated together. The new version breaks categories out and ranks specific categories. While security plans are redacted for safety reasons, they will continue to be ranked by Seaside Police and Seaside Fire, however there are now more specific criteria.
- Security Plan is now separate from Safety & Operations Plan.
- There will be no “combine and amend” process, which was useful when licensing dispensaries was first done in the State and Seaside, but now all parties involved have greater expertise and higher quality applications are expected.
- One item required to be deemed complete is a Location Acceptability Determination to be made by City of Seaside Planning Department. A fee of one hour of planning time will be made to complete this form, which involves measuring the proximity of the proposed dispensary location to other dispensaries and schools.
- The property owner approval will be on a standardized form, compared to individualized letters from property owners in 2017.
- Only the highest scoring candidates will go to Council for consideration. If there are two conditional use permits available, then it would be the top two candidates.

The logistics of formatting and receiving the application is also being revised. Previously, there were no standardized file names, formats, etc which resulted in some confusion with a few applicants. New applications must be submitted in PDF format, with 12 point font, in Verdana or Tahoma (which are both the City’s ADA compliant font), and not to exceed 200 pages. In the past, there was no size limitation, resulting in thousands of pages of application materials to be reviewed by staff, Planning Commissioners and Council Members. Please note that one city in California recently received 36 applications for 4 dispensary licenses, so limiting page quantities and adhering to strict formatting conventions helps to move the process along faster and more accurately.

There must be 2 USB drives. The file names must use standardized naming conventions and file locations.

All communication with staff during the application process must be via email. For each selection process, a central point of contact will be announced with the appropriate email information. All questions and answers will be shared on a central website, so each applicant has access to the same information. This enhances transparency of the selection process.

Applications must have clearly labeled Sections based on the scoring matrix, for example:

Section 1: Business Plan

Section 2: Local Enterprise & Community Benefits Plan

Section 3: Neighborhood Compatibility

Section 4: Safety Plan / Operations Plan

Section 5: Security Plan

Attachment 1 – Resolution Cannabis Selection Criteria

FISCAL IMPACT

No impact on General Fund.

ATTACHMENTS

Attachment 1 - Final Cannabis Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

IDENTIFYING CANNABIS DISPENSARY SELECTION CRITERIA AS CALLED FOR BY SEASIDE MUNICIPAL CODE 19

WHEREAS, in November 2016, voters in the State of California approved Proposition 65 – Adult Use of Marijuana Act, which legalized the recreational use of cannabis; and

WHEREAS, the City of Seaside approved SMC 19 Cannabis in 2017 to allow for legal adult and medical cannabis dispensaries; and

WHEREAS, in December 2017, the City of Seaside approved six adult and medical-use cannabis dispensaries; and

WHEREAS, on April 1, 2021, the City of Seaside approved updating SMC 19 text to increase cannabis dispensaries, not to exceed five in the West Broadway Urban Village specific plan area and not to exceed three outside the West Broadway Urban Village specific plan area (it is anticipated dispensaries will be both medical and adult); and

WHEREAS, in March and April, 2021, the City of Seaside stated that additional dispensary applications are not to be accepted until the Council indicates to do so at a time in the future; and

WHEREAS, on April 1, 2021, the City of Seaside passed to print an amendment to SMC 19.08.010.B and on April 1, 2021 the City of Seaside adopted amendment to SMC 19.08.010.B which requires that the criteria for dispensary selection to be established by resolution.

NOW THEREFORE, BE IT RESOLVED, the City of Seaside City Council adopts the following screening, evaluation and selection criteria for cannabis dispensaries:

PHASE 1: Initial Screening of Applications

During Phase I, applications will be reviewed for completeness and compliance against the submittal requirements listed below. Applications that are incomplete or received

late will automatically be disqualified. To be deemed complete, an application packet must include:

1. Business Plan
2. Local Enterprise and Community Benefits Plan
3. Neighborhood Compatibility Plan
4. Safety and Operations Plan
5. Security Plan
6. Location Acceptability Determination from the Planning Department
7. Property Owner Approval Form
8. Live Scan results
9. A Cashier's Check or Money Order for \$8,000 (payable to the City of Seaside)
10. Photocopies of driver's licenses for all principal employees
11. Signed Indemnification Agreement
12. Signed Process Acknowledgement Form

PHASE II: Evaluation Criteria

During Phase II, applications will be evaluated by an Evaluation/Selection Committee (comprised of City Staff) which will evaluate and rank applications based on the criteria listed below:

Criteria	Weighted Percentage
Business Plan <i>Business Plan includes points for, but is not limited to: ownership experience, budget, cannabis experience, revenue projection, existing Seaside cannabis business and/or prior Seaside cannabis applicant.</i>	26%
Local Enterprise and Community Benefits Plan <i>Local Enterprise / Community Benefits includes points for, but is not limited to: owners having Seaside residency, owners demonstrating equity concerns (minority, women, low to moderate income), commitment to Seaside employees and businesses, quantified commitment to local nonprofits, and wages / benefits for lowest level employees.</i>	23%
Neighborhood Compatibility Plan <i>Neighborhood Compatibility includes points for, but is not limited to: business support within 250 feet, good neighbor practices, and tenant improvements.</i>	12%
Safety and Operations Plan	20%

<i>Safety / Operations Plan includes points for, but is not limited to: underage access control, inventory tracking, odor control, employee safety plan, and tenant improvements related to safety concerns.</i>	
Security Plan <i>Security Plan includes points for, but is not limited to: security guard plan, camera surveillance, tenant improvements related to security concerns, and alarm system / monitoring.</i>	19%

PHASE III: Selection

Upon completion of the criteria evaluation indicated above, the City may choose to conduct oral interviews with the highest scoring applicants. The City may also require finalist applicants to provide any additional documentation. Only two applicants scoring highest during Phase II and III will be considered for moving forward with a Conditional Use Permit process. The selected applicants will be required to fulfill all requirements of the Conditional Use Permit application process and pay all fees pursuant to the City's adopted Fee Schedule. Should an applicant fail to apply for and secure a Conditional Use Permit in a reasonable timeframe, the City will move forward with another applicant based on the ranking established by the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 6th day of May 2021 by the following vote:

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

APPROVED:

 Ian N. Oglesby, Mayor

ATTEST:

 Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: May 6, 2021

SUBJECT: LEGISLATIVE UPDATE-COVID 19

RECOMMENDATION

Receive a COVID 19 legislative update from the City Attorney.

BACKGROUND

At the April 15, 2021 City Council meeting, Councilmember Campbell requested a legislative update and in particular the COVID-19 and open meeting legislation.

Attached is a list of the primary COVID-19 related legislation. Council might note that I have also included the League of California Cities position on these pieces of pending legislation, which is either "Support", "Oppose" or "Watch". There are hundreds of bills and this is but a very focused list on primarily COVID-19 -related legislation.

AB339 (Lee), upon re-opening, would amend the Brown Act to require Cities to offer both internet and phone participation. The League of Cities has opposed this legislation, primarily as it is an unfunded mandate. On the other hand, AB703 makes it discretionary as to whether and how a City might allow continuing telephone and internet based participation in City Council meetings. Accordingly, the League of California Cities has designated this bill as a "WATCH". It is unlikely that either bill will be fully adopted prior to June 15, 2021 which is the Governor's estimated date of "re-opening". Nonetheless, the City staff is preparing to ensure that it is ready to respond if necessary to implement internet and/or telephonic participation should the law require it.

Multiple bills address relief to those affected by COVID-19 impacts in the areas of water rates, property taxes and tenancies, in some cases extended protections through 2025 and beyond.

AB 327 is a piece of legislation that would prohibit requiring a vaccination record in order to enter into a public building or receive services.

Included in the attachment is a handful of pending legislation related to issues that may be of concern. AB1271 modifies the Surplus Lands Act to expand some of the exemptions to include former Military base lands. SB780 related to public investment authorities and may have relevance to the public bank for which the Council adopted a general intent of exploring the feasibility of participation. Finally, AB1434 which seeks to define urban water use limits of 48 gallons per day and decreasing incrementally to 40 gallons per day.

FISCAL IMPACT

Not applicable

ATTACHMENTS

2021 COVID-19 Legislative Bills

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

PENDING LEGISLATION: COVID 19 AND MISC.

AB 339 (Lee D) Local government: open and public meetings.

The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Under existing law, a member of the legislative body who attends a meeting where action is taken in violation of this provision, with the intent to deprive the public of information that the member knows the public is entitled to, is guilty of a crime. This bill would require all meetings to include an opportunity for members of the public to attend via a telephonic option and an internet-based service option. The bill would require all meetings to include an in-person public comment opportunity, except in specified circumstances during a declared state or local emergency. The bill would require all meetings to provide the public with an opportunity to comment on proposed legislation in person and remotely via a telephonic and an internet-based service option, as provided, and would specify requirements for public comment registration.

League Position: Oppose

AB 703 (Rubio, Blanca D) Open meetings: local agencies: teleconferences.

Current law, by Executive Order N-29-20, suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic, provided that notice requirements are met, the ability of the public to observe and comment is preserved, as specified, and that a local agency permitting teleconferencing have a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified. This bill would remove the requirements of the act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment. The bill would require that, in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the local agency also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act, as provided.

League Position: Watch

AB 327 (Kiley R) COVID-19 vaccination status: prohibition on required disclosure.

Would prohibit state agencies, local governments, and any other state governmental authority from adopting or enforcing any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. By prohibiting local governments from adopting or enforcing such measures, this bill would impose a state-mandated local program.

League Position: Watch

AB 845 (Rodriguez D) Disability retirement: COVID-19: presumption.

Current law prescribes various requirements for the organization and administration of public retirement systems, which typically provide pension, disability, and death benefits to their members. Current law provides that participants in certain membership categories may be entitled to special benefits if death or disability arises in the course of employment. The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system, as defined, to modify its plan or plans to comply with that act and establishes, among other things, limits on defined benefit formulas and caps on pensionable compensation. This bill, until January 1, 2023, would create a presumption, applicable to the retirement systems that PEPRA regulates and to specified members in those systems, that would be applied to disability retirements on the basis, in whole or in part, of a COVID-19-related illness. In this circumstance, the bill would require that it be presumed the disability arose out of, or in the course of, the member's employment. The bill would authorize the presumption to be rebutted by evidence to the contrary, but unless controverted, the applicable governing board of a public retirement system would be required to find in accordance with the presumption.

League

Position: Watch

AB 1313 (Bigelow R) COVID-19: immunity from civil liability.

Would exempt a business, as defined, from liability for an injury or illness to a person due to coronavirus (COVID-19) based on a claim that the person contracted COVID-19 while at that business, or due to the actions of that business, if the business has substantially complied with all applicable state and local health laws, regulations, and protocols. The bill would define a business to include a sole proprietorship, partnership, corporation, association, or other group, including a nonprofit organization, as specified. The bill would not permit this exception to apply if the injury or illness resulted from a grossly negligent act

or omission, willful or wanton misconduct, or unlawful discrimination by the business or an employee of the business. The bill would include related legislative findings.

League Position: Watch

SB 95 (Skinner D) Employment: COVID-19: supplemental paid sick leave.

Would provide for COVID-19 supplemental paid sick leave for covered employees, as defined, who are unable to work or telework due to certain reasons related to COVID-19, including that the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. The bill would entitle a covered employee to 80 hours of COVID-19 supplemental paid sick leave if that employee either works full time or was scheduled to work, on average, at least 40 hours per week for the employer in the 2 weeks preceding the date the covered employee took COVID-19 supplemental paid sick leave. The bill would provide a different calculation for supplemental paid sick leave for a covered employee who is a firefighter subject to certain work schedule requirements and for a covered employee working fewer or variable hours, as specified.

League Position: Watch

SB 336 (Ochoa Bogh R) Public health: COVID-19.

Would require that before the State Department of Public Health or a local health official takes measures to prevent the spread of COVID-19, as defined, or takes measures to reopen the state, they publish the measures on their internet website. The bill would provide impacted industries and counties 3 days from when the department or local health officials publish those measures to implement any sector changes or closures unless there is an immediate danger or an imminent threat to the public requiring immediate action. The bill would also require the department or local health officials to create an opportunity for organizations, communities, nonprofits, and individuals to sign up for an email distribution list relative to changes in related public health orders.

League Position: Watch

SB 789 (Rubio D) Low-Income Water Rate Assistance Program.

Current law requires the State Water Resources Control Board, by January 1, 2018, and in collaboration with specified entities, to develop a plan for the funding and implementation of the Low-Income Water Rate Assistance Program. Current law authorizes the board to consider existing rate assistance programs authorized by the Public Utilities Commission in developing the plan, and authorizes the plan to include recommendations for other cost-effective methods of offering assistance to low-income water customers. This bill would require the board to administer the program, upon appropriation by the Legislature. The bill would

limit eligibility for the program to a person that is both a low-income water customer and financially affected by the COVID-19 pandemic.

League Position: Watch

SB 222 (Dodd D) Water Rate Assistance Program.

would establish the Water Rate Assistance Fund in the State Treasury to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. The bill would require the Department of Community Services and Development to develop and administer the Water Rate Assistance Program established by the bill.

League Position: Watch

AB 15 (Chiu D) COVID-19 relief: tenancy: Tenant Stabilization Act of 2021.

Would extend the definition of "COVID-19 rental debt" as unpaid rent or any other unpaid financial obligation of a tenant that came due between March 1, 2020, and December 31, 2021. The bill would also extend the repeal date of the act to January 1, 2026. The bill would make other conforming changes to align with these extended dates. By extending the repeal date of the act, the bill would expand the crime of perjury and create a state-mandated local program.

League Position: Watch

AB 16 (Chiu D) Tenancies: COVID-19 Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021.

Would establish the Tenant, Small Landlord, and Affordable Housing Provider Stabilization Program. The bill would authorize the Director of Housing and Community Development to direct an existing office or program within the Department of Housing and Community Development to implement the program. The bill would establish in the State Treasury the COVID-19 Tenant, Small Landlord, and Affordable Housing Provider Stabilization Fund, and, upon appropriation by the Legislature, distribute all moneys in the fund to the department to carry out the purposes of the program.

League Position: Watch

AB 61 (Gabriel D) Business pandemic relief.

Would authorize the Department of Alcoholic Beverage Control to issue a third-party delivery license to a third-party delivery service for delivery to a consumer of alcoholic beverages from a restaurant licensed under the Alcoholic Beverage Control Act. The bill would require delivery by a third-party delivery licensee to be consistent with deliveries by licensees who are permitted by license privileges or by regulatory relief adopted by the department to sell off sale and deliver those

alcoholic beverages to consumers. Because the violation of a provision of a license is punishable as a misdemeanor and the bill would create a new category of license, the bill would expand the definition of a crime, thereby imposing a state-mandated local program.

League Position: Watch

AB 247 (Ramos D) COVID-19 emergency: small businesses: nonprofit organizations: immunity from civil liability.

Would exempt a small business or nonprofit organization with 100 or fewer employees from liability for an injury or illness to a consumer, as defined, due to coronavirus (COVID-19) based on a claim that the consumer contracted COVID-19 while at that small business or nonprofit organization, or due to the actions of that small business or nonprofit organization. The bill would require the small business or nonprofit organization, for this exemption to apply, to have implemented and substantially complied with all applicable state and local health laws, regulations, and protocols.

League Position: Watch

AB 255 (Muratsuchi D) COVID-19 Emergency Small Business Eviction and Rent Relief Act.

Would require a landlord, who receives a statement signed by a commercial tenant, as defined, and supported by documentary evidence that evidences that the tenant requests emergency rent relief because the business of the commercial tenant has experienced a decrease in average monthly gross revenue of at least 50%, which is reasonably attributable to public health regulations adopted to address the COVID-19 pandemic, during the qualifying time period, as defined, as compared with the 12 months immediately preceding the qualifying time period, as defined, to conduct a good faith negotiation to form a plan to allow the commercial tenant a reasonable opportunity to repay COVID-19 lease debt while minimizing the hardship to the landlord. The bill would prohibit, except as provided, a landlord from terminating a lease of a commercial tenant, before the date that is one year from the end of the qualifying time period, who paid 25% of the amount due under the lease during the qualifying time period.

League Position: Watch

AB 1271 (Ting D) Surplus land.

Would add to the definition of "exempt surplus land" a former military base or other planned residential or mixed-use development of adjacent or nonadjacent parcels of greater than 5 total acres, that are subject to a written plan, where at least one of the owners is a local agency and meets other specified criteria. This bill would provide that the surplus land provisions as specified do not preclude a local agency that purchases surplus land from a disposing agency from

reconvening the surplus land to a nonprofit or for-profit housing developer for development of low- and moderate-income housing as authorized under other provisions of law. The bill would provide that any local agency disposing of surplus land to a specified entity that intends to use the land for specified purposes, including low- and moderate-income housing purposes, may provide for a payment period of up to 20 years in any contract of sale or sale by trust deed for the land.

League Position: Watch

SB 780 (Cortese D) Local finance: public investment authorities.

Current law establishes enhanced infrastructure financing districts to finance public capital facilities or other specified projects of communitywide significance. Current law provides for the membership of the governing body of the district, referred to as the public financing authority. If a district has only one participating affected taxing entity, existing law requires the public financing authority's membership to consist of 3 members of the legislative body and 2 members of the public chosen by the legislative body. This bill would authorize the legislative bodies to appoint alternate member to the public financing authority who may serve and vote in place of a member who is absent or disqualifies themselves from participating in a meeting of the authority. If a district has more than 3 participating affected taxing entities, the bill would authorize the legislative bodies of the taxing entities to, upon agreement, appoint only one member of their respective legislative bodies, and one alternate member, in addition to the public members.

League Position: Support

AB 1434 (Friedman D) Urban water use objectives: indoor residential water use.

Would establish, beginning January 1, 2023, until January 1, 2025, the standard for indoor residential water use as 48 gallons per capita daily. The bill would establish, beginning January 1, 2025, the standard as 44 gallons per capita daily and, beginning January 1, 2030, 40 gallons per capita daily.

League Position: Watch