A G E N D A
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
HYBRID (VIRTUAL & IN PERSON)
Thursday, July 15, 2021
5:00 PM

MASKS ARE REQUIRED FOR IN PERSON PARTICIPATION.

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. This meeting will be held in a hybrid format providing a physical location at 440 Harcourt Avenue, Council Chamber, Seaside, CA 93955.

DETAILS FOR PUBLIC PARTICIPATION IN THIS COUNCIL MEETING:

IN PERSON PARTICIPATION: **Protective face coverings required** at all times, including when speaking.

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 and compiled as part of the record.

- During the Meeting via Oral Comments: When the Mayor 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 (on the phone, press *6). 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.***

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	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alexis Garcia-Arrazola	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. PRESENTATIONS

A. VACCINATION UPDATE

B. PRESENTATION RECOGNIZING SANDRA AND WILLIE GRAY FOR THEIR DEDICATED YEARS OF SERVICE TO THE CITY OF SEASIDE

C. UPDATE ON THE CITY OF SEASIDE'S FOOD DISTRIBUTION EFFORTS

D. ECONOMIC DEVELOPMENT QUARTERLY UPDATE

E. JULY 4TH AFTER ACTION REPORT FROM POLICE

F. PRESENTATION FROM SUN STREET CENTERS

8. CONSENT AGENDA

A. <u>APPROVE MINUTES FOR JUNE 28, 2021 SPECIAL MEETING</u>

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. <u>APPROVE MINUTES FOR JULY 1, 2021 REGULAR MEETING</u>

RECOMMENDATION: Approve minutes as presented in the agenda packet.

C. <u>APPROVE AND FILE CITY CHECKS</u>

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of June 19, 2021 through July 2, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 1, 2021. Total Accounts Payable and Payroll for the above referenced period is $2,175,648.64.

D. <u>APPROVE A RESOLUTION ADOPTING REVISED MUNICIPALITIES, COLLEGES, SCHOOLS INSURANCE GROUP (MCSIG) JOINT POWERS AUTHORITY (JPA) AGREEMENT</u>

RECOMMENDATION: Adopt the resolution.

E. <u>APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH</u>

RECOMMENDATION: Approve a request from Narcotics Anonymous to waive fees associated with their Women's Brunch on January 22, 2022.
Staff recommends approving the following:
1. 50% reduction in room rental fees.
2. Organization to provide insurance coverage.
3. Organization to pay only the non-refundable portion of the facility maintenance deposit.

F. <u>ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383</u>

RECOMMENDATION: Authorize the Mayor to sign the Memorandum of Understanding.

G. <u>APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM</u>

RECOMMENDATION: Approve request from Seaside High School Football Team for a donation of Three Thousand Dollars ($3,000.00) from the Mayor's Youth Fund for the costs associated with new game pants, practice jerseys and girdles.

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY

RECOMMENDATION: To approve request from the Village Project for a donation of Three Thousand Dollars ($3,000.00) from the Mayor's Youth Fund for the costs associated with their Mae C. Johnson Education & Cultural Enrichment Academy.

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

RECOMMENDATION: Approve report as presented.

J. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR CAMPUS TOWN DEVELOPMENT UP TO AN ADDITIONAL AMOUNT OF $87,924.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute amendments to the professional services agreement with Vista Environmental Consulting for design services in support of building removal for Campus Town Development up to an additional amount of $87,924.00

K. ADOPT A RESOLUTION AUTHORIZING AMENDMENT 2 TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED $85,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Amendment 2 to the Agreement for Contractor Services with Precision Concrete Cutting for sidewalk inspection and maintenance services for an amount not to exceed $85,000.00.

9. PUBLIC HEARING

A. SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL AMENDING SEASIDE MUNICIPAL CODE (SMC) CHAPTERS RELATING TO FAMILY HOME DAYCARES, SPECIFICALLY, SMC 17.52.050 (DAY CARE FACILITIES), 17.98 (DEFINITIONS), 17.12.030 TABLE 2-1 (ALLOWED LAND USES AND PERMIT REQUIREMENTS), AND 17.14.030 TABLE 2-4 (ALLOWED LAND USES AND PERMIT REQUIREMENTS). AMENDMENTS ARE PROPOSED TO ACHIEVE COMPLIANCE WITH STATE LAW. (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: Pass to print second reading of Ordinance of the City Council of the City of Seaside amending the following sections of the Seaside Municipal code to align with State law regarding Family Daycare Homes: 17.52.050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4.

10. BUSINESS ITEMS

A. CONSIDERATION OF THE APPLICATION AND RECOMMENDATION FROM THE PARKS AND RECREATION COMMISSION AND THE ART AND HISTORY COMMISSION FOR NAMING OF PARKS,STREETS, CITY OWNED BUILDING AND RECREATIONAL FACILITIES FOR NAMING A STREET AFTER FORMER CITY OF SEASIDE CITY MANAGER, TIM BROWN.

RECOMMENDATION: Consider the recommendation from the Parks & Recreation and Art & History Commission to deny the application.

B. PROVIDE DIRECTION FOR THE 2021/22 COMMUNITY SOCIAL SERVICES GRANT (CSS)

RECOMMENDATION: Consider and discuss the CSS grant process.

C. HYBRID CITY COUNCIL MEETINGS CONTINUATION

RECOMMENDATION: Approve continuation of hybrid meetings, to include participation via Zoom, through September of 2021, or until State emergency authorization is rescinded, if prior.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCILMEMBER 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, and report on committee assignments.

13. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 EXISTING LITIGATION MONTEREY COUNTY SUPERIOR COURT CASE NO. 20CV003118, PEOPLE V. ARZADON, ET AL.

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 POTENTIAL LITIGATION (TWO MATTERS)

C. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957 POSITION TO BE FILLED CITY MANAGER

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 5, 2021
5:00 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.

JULY 4TH FIREWORKS AFTER ACTION REPORT 2021

Operation

- Fireworks special detail w/ 7 additional officers
- Records staff answered hotlines (102 calls)
- Dispatch Center received (68 calls)
- Witnesses willing to sign a citation were prioritized
- Fire Department had two drone pilots

Calls For Service July 4th

- Police

2019	2020	2021
110	218	170

Dispatch Received **68** calls &
PD Hotlines Received **102**

15 Criminal Citations
50 lbs. Fireworks Confiscated

Calls For Service

- Police Cites Issued

2019	2020	2021
8	18	15

- Fireworks Confiscated in Pounds

2019	2020	2021
26	30	50

Expense

- Expenses
  - Police Officer Overtime $ 2,569.80
  - Fire Department Overtime $ 4,723.60
  - Records Overtime $ 802.08
  - Fireworks disposal $ 3,765.00

- Total $11,860.48

Questions?

DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
HYBRID (VIRTUAL & IN PERSON)
440 HARCOURT
Monday, June 28, 2021
3:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 3:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. PLEDGE OF ALLEGIANCE

The pledge was led by City Manager Craig Malin.

4. PUBLIC COMMENT

None

5. BUSINESS ITEMS

A. HYBRID MEETING TEST AND FORTHCOMING MEETING PROTOCOLS

Mr. Malin presented the item and reviewed the four decisions the Council needed to make regarding the format of future meetings. Mr. Malin responded to questions from the Council.

On motion by Councilmember Garcia-Arrazola and second by Councilmember Campbell and carried by the following vote, the City Council moved to hold the July 1 meeting in a hybrid format which included the mandatory requirement for masks for all person in attendance, the option for the Councilmembers and the public to participate via Zoom.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

6. ADJOURNMENT

With no further business to discuss, the meeting adjourned at 3:49 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk	**Ian N. Oglesby, Mayor**

DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
HYBRID (VIRTUAL & IN PERSON)
Thursday, July 1, 2021
5:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 5:00 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 Kenneth Murray. The pledge was led by City Attorney Sheri Damon.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Bobby Maxwell, Ann Marie Pagan, Darryl Choates, Helen Rucker, Eloise Shim, Peter Kaiser, Miz Gayle, Pastor Kenneth Murray, Pastor Harold Lusk

6. PUBLIC AGENCY COMMUNICATIONS

Communications received from City of Seaside Recreation Director Dan Meewis, Division 1 Monterey Peninsula Water Management District Alvin Edwards, Seaside Chamber of Commerce General Manager Jim Vossen.

7. PRESENTATIONS

A. VACCINATION UPDATE

Fire Chief Mary Gutirrez provided a presentation, announced upcoming vaccination clinics and responded to questions from the Council.

B. 2021 ILLEGAL FIREWORKS ENFORCEMENT PLAN

Police Chief Abdul Pridgen provided a presentation, announced tip hotline numbers and responded to questions from the Council.

C. RECRUITMENT UPDATE

Human Resources Special Samantha Alcaraz provided a presentation and responded to questions from the Council.

8. CONSENT AGENDA

Item 8K was pulled by Mayor Pro Tem Pacheco.

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to approve the Consent Agenda items except for item 8K.

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

A. APPROVE MINUTES FOR JUNE 2, 2021 SPECIAL MEETING

ACTION: APPROVED

B. APPROVE MINUTES FOR JUNE 3, 2021 REGULAR MEETING

ACTION: APPROVED

C. APPROVE MINUTES FOR JUNE 17, 2021 CONCURRENT MEETING

ACTION: APPROVED

D. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

E. PROCLAMATION DESIGNATING JULY 2021 AS PARKS AND RECREATION MONTH

ACTION: APPROVED

F. ADOPT A RESOLUTION APPROVING THE MEMORANDA OF UNDERSTANDING AND LISTING OF BENEFITS BETWEEN THE CITY OF SEASIDE AND THE CITY'S EMPLOYEE ASSOCIATIONS

ACTION: ADOPTED RESOLUTION 21-56

G. <u>APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL</u>

ACTION: APPROVED

H. <u>CONSIDER A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS FOR THE USE OF SOPER FIELD, AND CUTINO PARK</u>

ACTION: APPROVED

I. <u>APPROVE A RESOLUTION AUTHORIZING A ONE-YEAR AMENDMENT TO THE AUDIT CONTRACT WITH CLIFTON | LARSON | ALLEN LLP</u>

ACTION: APPROVED RESOLUTION 21-57

J. <u>ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR COSTCO FUEL STATION IN SEASIDE</u>

ACTION: APPROVED RESOLUTION 21-58

K. <u>ESTABLISH THE POSITIONS OF PARKING COMPLIANCE SPECIALIST, ASSISTANT PLANNER, AND CODE COMPLIANCE SPECIALIST</u>

Human Resources Director/Risk Manager Roberta Greathouse responded to questions from the Council.

On motion by Councilmember Campbell and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the City Council moved to approve the resolution establishing the positions of Parking Compliance Specialist, Assistant Planner and Code Compliance Specialist.

RESULT: 4-1-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Wizard
NOES: Pacheco
ABSTAIN: None
ABSENT: None

ACTION: APPROVED RESOLUTION 21-59

9. <u>PUBLIC HEARING</u>

A. <u>INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL AMENDING SEASIDE MUNICIPAL CODE (SMC) CHAPTERS RELATING TO FAMILY HOME DAYCARES, SPECIFICALLY, SMC 17.52.050 (DAY CARE FACILITIES), 17.98 (DEFINITIONS), 17.12.030 TABLE 2-1 (ALLOWED LAND USES AND PERMIT REQUIREMENTS), AND 17.14.030 TABLE 2-4 (ALLOWED LAND USES AND PERMIT REQUIREMENTS). AMENDMENTS</u>

ARE PROPOSED TO ACHEIVE COMPLIANCE WITH STATE LAW. (FIRST READING, ROLL CALL VOTE)

Associate Planner Dana Morrison presented the item and responded to questions from the Council. Ms. Damon also provided insight on the compliance with state law that required this ordinance amendment.

Mayor Oglesby opened the public hearing and received comments from the public.

PUBLIC COMMENT: Darryl Choates

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

The second reading and public hearing of this ordinance will be held at the next City Council regular meeting.

10. BUSINESS ITEMS

A. CONSIDER RESOLUTION BY SEASIDE HIGHLANDS HOMEOWNERS ASSOCIATION AND PROVIDE COUNCIL DIRECTION

City Manager Craig Malin introduced the item and the Council received a presentation from Seaside Highlands Homeowners Association representative, Dave Evans. Mr. Evans responded to questions from the Council

PUBLIC COMMENT: Darryl Choates, Ann Marie Pagan

The Council directed staff to continue negotiations with the Seaside Highlands HOA to come up with a mutually agreeable solution.

B. DISCUSS AND PROVIDE POLICY DIRECTION TO STAFF REGARDING DRAFT MOBILE VENDOR (FOOD TRUCK) ORDINANCE

Senior Planner Beth Rocha presented the item and responded to questions from the Council.

PUBLIC COMMENT: Darryl Choates, Pastor Harold Lusk, Ann Marie Pagan, Jim Vossen, Pastor Kenneth Murray, Eloise Shim, Miz Gayle, Asia Smith, Pastor Ronald Britt, Martha Henry, Sarah Haller, Franco Pacheco

The Council provided direction to staff to make amendments to the policy as discussed.

C. CONSIDER ADOPTION OF A SISTER CITY PROGRAM AND FORMING A

SISTER CITY RELATIONSHIP WITH OAXACA, MEXICO

Assistant City Manager Ashley Collick presented the item and responded to questions from the Council.

Mayor Oglesby opened public comment. No comments from the public were received.

On motion by Councilmember Garcia-Arrazola and second by Councilmember Campbell and carried by the following roll call vote, the City Council moved to adopt the Sister City program and form a sister city relationship with Oaxaca, Mexicco.

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

ACTION: ADOPTED

D. CONSIDER RESOLUTION SETTING COMMEMORATIVE OBSERVANCES AND FLAG POLICY

City Attorney Sheri Damon presented the item and responded to questions from Council.

PUBLIC COMMENT: Eloise Shim, Franco Pacheco, Peter Kaiser

On motion by Mayor Oglesby and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the City Council moved to adopt a resolution setting commemorative observances and flag policy.

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

ACTION: ADOPTED RESOLUTION 21-60

11. COUNCIL MEMBER REQUESTS

A. REQUEST FOR PROPOSALS FOR CANYON DEL REY PROPERTIES (COUNCILMEMBER WIZARD)

Councilmember reviewed his request for the item to be added to a future agenda.

B. VACANCY TAX FOR COMMERCIAL BUSINESSES (COUNCILMEMBER GARCIA-ARRAZOLA)

Councilmember Garcia-Arrazola reviewed his request for the item to be added to a future agenda.

C. TRASH CANS ON NOCHE BUENA STREET, NORTH OF BROADWAY AVENUE (COUNCILMEMBER WIZARD)

Councilmember reviewed his request for the item to be added to a future agenda.

Councilmember Campbell requested an item to be placed on the next agenda – Plastic Ordinance. Ms. Damon advised that the public noticing deadline has past. Mayor Oglesby suggested considering a special meeting.

Mayor Oglesby requested the Council consider increasing support to the Seaside Raiders Football and Cheerleading programs.

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

Reports provided.

13. CLOSED SESSION

Ms. Damon read the closed session items and did not anticipate any announcements after closed session.

Mayor Oglesby opened public comment. There were no comments from the public.

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

1. Broadway and Fremont: 1601 Fremont Blvd (APNs: 011-544-003 and 011-544-004)
2. Broadway and Del Monte:1590 Del Monte and 490 Broadway Ave (APNs: 011-302-002 and 011-302-014)

NEGOTIATORS FOR CITY: Craig Malin, City Manager

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 TWO MATTERS OF POTENTIAL LITIGATION

Upon return from closed session, Ms. Damon announced there was no action to report.

14. ADJOURNMENT

With no further business to discuss, the meeting adjourned at 10:58 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk	**Ian N. Oglesby, Mayor**

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: July 15, 2021

SUBJECT: **APPROVE AND FILE CITY CHECKS**

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of June 19, 2021 through July 2, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 1, 2021. Total Accounts Payable and Payroll for the above referenced period is $2,175,648.64.

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:

- $739,569.56 for Payroll and benefits
- $17,221.49 to Cellbrite, Inc. for 1 Universal Forensic Extraction Device (UFED) and UFED Cloud services.
- $13,131.97 to County of Monterey IT Department for Network access, radio shop parts for the City of Seaside Police Department for the months of March & April 2021 and Network Access for the City of Seaside Fire Department for the month

of April 2021.

- $36,196.29 to Wallace Group for SCSD professional services for April 2021 for the Del Monte Sewer Upgrade project & Fremont Sewer Maintenance Project; April 2021 Developer services for American Tire, Ascent, & Campus Town.
- $39,786.04 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 1/29/2021-3/25/2021.
- $52,375.67 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 12/16/2020-4/26/2021.
- $39,978.25 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 1/08/2021-2/24/2021.
- $42,270.45 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 4/08/2021-5/25/2021.
- $30,364.41 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 4/22/2021 - 5/22/2021.
- $69,565.00 to Harris & Associates for SCSD prof. services for Lift Station Upgrades and Capital Project Management during 5/2/2021-5/29/2021; Fort Ord demolition services for the period 5/2/2021-5/29/2021.
- $276,173.38 to Harris & Associates for Pavement Rehabilitation Project services for the months during 1/3/2021 - 5/29/2021.
- $131,575.00 to Monterey Peninsula Engineering for SCSD prof. services for Lift Station Upgrades during the period ending 5/31/2021.
- $13,081.79 to Petrovich Development Company for Return of the balance in the developer deposit account for the Maingate development project.
- $37,758.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 5/31/2021 - 6/5/2021, 6/7/2021-6/12/2021, & 6/14/2021-6/19/2021.
- $46,998.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 5/31/2021-6/6/2021, 6/7/2021-6/13/2021, & 6/14/2021-6/20/2021.
- $10,992.49 to Cardinalli Realty & Property Management for United Way rental assistance for one tenant for 8 months through 5/31/2021.

The remaining checks, totaling $578,610.85 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.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 15, 2021

SUBJECT: APPROVE A RESOLUTION ADOPTING REVISED MUNICIPALITIES, COLLEGES, SCHOOLS INSURANCE GROUP (MCSIG) JOINT POWERS AUTHORITY (JPA) AGREEMENT

RECOMMENDATION

Adopt the resolution.

BACKGROUND

The City of Seaside joined the Monterey County Schools Insurance Group Joint Powers Authority (JPA) on November 5, 2015, for the City's medical insurance program. At that time, the City was the first municipality to join the MCSIG and the JPA Agreement had not been modified since 2012.

The MCSIG Board adopted the first MCSIG Joint Powers Agreement on November 22, 1982. The Board subsequently adopted revisions to the Agreement on September 3, 1991, October 16, 1995, January 15, 1997, March 13, 1999, May 24, 2000, November 19, 2004, October 25, 2005 and June 19, 2012 which were all ratified by the required 2/3 of the MCSIG member agencies.

The 2012 agreement had significant revisions over the 2005 agreement due to a very comprehensive and best practices evaluation, with the most significant change of separating the Bylaw provisions from the Agreement into a separate document. That in-depth revision brought the 2012 JPA agreement up to best practice standards, which are still current in the enclosed 2020 revision being presented for ratification. However, since 2012 most notably, MCSIG processed a formal name change, of which is incorporated into the attached 2020 revision. The following are the factors that led to the adopted 2020 JPA Agreement revisions:

1. The name change throughout the document from Monterey County Schools Insurance Group to Municipalities, Colleges, Schools Insurance Group.
2. Section 7.5 changes the membership withdrawal dates from a fiscal year process to bring membership timelines into alignment with the Benefits Plan year, which is on a calendar year basis.
3. Section 8.3 changes the quorum from 1/3 required to a majority.
4. Section 12 clarifies that the effective date of an amendment is upon the date that 2/3 of Member Agencies have signed the amendment.
5. Language changes throughout; the word entities to agencies and, districts to members.

FISCAL IMPACT

There is no cost associated with this item.

ATTACHMENTS

1. JPA Agreement - 2020 Final
2. Resolution

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

MUNICIPALITIES COLLEGES SCHOOLS INSURANCE GROUP

JOINT POWERS AGREEMENT

Established: 11/22/1982
Revised: 9/3/1991
Revised: 10/16/1995
Revised 1/15/1997
Revised: 3/13/1999
Revised: 5/24/2000
Revised: 11/19/2004
Revised: 10/25/2005
Revised: 6/19/2012
Revised: __/__/2020

TABLE OF CONTENTS

JPA AGREEMENT
REVISED JOINT POWERS AGREEMENT TO ESTABLISH, OPERATE, AND MAINTAIN A SELF-FUNDED PROGRAM FOR HEALTH AND WELFARE BENEFITS

THIS REVISED AGREEMENT is entered into pursuant to the provisions of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1 (commencing with section 6500) of the California Government Code between the public education agencies signatory hereto.

WITNESSETH:

WHEREAS, it is the mutual benefit of the parties hereto and in the best public interest that said parties join together to establish a fund to self-insure the participating public agencies for health and welfare benefits and to pay for the administration of said fund and the costs related thereto; and

WHEREAS, Sections 1274, 17566-17567 and 81602-81603 of the California Education Code authorize the county superintendent of schools and the governing boards of school districts and of community college districts to establish a fund or funds individually or jointly to self-insure for a program of health and welfare benefits; and

WHEREAS, Section 53205.3 of the California Government Code authorizes school districts and community college districts to join with other school districts or community college districts, or any combination of those districts, in providing for the payment of health and welfare benefits by entering into a pooling arrangement under a joint exercise of powers agreement or on a self-insured or self-funded basis or partly by means of self-insurance or self-funding and partly by means of insurance or service agreements

WHEREAS, Section 6500 et seq. of the California Government Code authorizes local public agencies, by agreement, to exercise jointly powers common to the contracting parties; and

WHEREAS, the original joint powers Agreement to establish, operate and maintain a self-insurance program was in effect from November 22, 1982 until September 3, 1991, whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until October 16, 1995; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until January 15, 1997; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until March 13, 1999; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until May 24, 2000; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until November 19, 2004; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until October 25, 2005; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until June 19, 2012; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto, and

WHEREAS, the public agencies signatory hereto desire to further revise the existing joint powers Agreement as previously revised; and

WHEREAS, this revised joint powers Agreement supersedes the original Agreement, as revised and amended.

NOW, THEREFORE, for and in consideration of all the mutual benefits, covenants, and conditions herein contained, the parties hereby agree as follows:

DEFINITIONS

Unless the context otherwise requires, the following terms shall be defined as stated herein:

“Agreement” shall mean this JPA Agreement.

“Board” and “Board of Directors” shall mean the governing body of the JPA.

“Contributions” shall mean the estimated amount determined by the Board for each Member necessary to fund the JPA for the coming CalenderYear.

“Coverage Groups” shall mean groups of employees as defined by each Member.

“Excess Insurance” shall mean that insurance purchased by the JPA to cover Member’s losses in excess of the coverage limits retained by the JPA.

“Fiscal Year” shall mean a period of time as defined in Article 10, "Government Code" shall mean the California Government Code

"JPA" or "Authority" shall mean Joint Powers Authority.

"MCSIG" shall mean the Municipalities Colleges Schools Insurance Group created by this Agreement.

"Member" and "Membership" and "Member Agency(ies)" shall mean any and each of the public entities which are signatory to this Agreement.

"Participant" shall mean employees of Members or former employees (COBRA and retirees) of Members enrolled in the medical, dental and/or vision programs provided by the JPA.

"Qualifying Economic Interest" shall be as defined by the Conflict of Interest Guide authored by the California Office of the Attorney General.

ARTICLE 1
FORMATION OF ENTITY

1.0 CREATION OF THE JOINT POWERS ENTITY

1.1 Pursuant to Sections 6500, et seq., of the Government Code, a joint powers entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created to be known as the Municipalities Colleges Schools Insurance Group (hereinafter referred to as the "JPA").

1.2 The recitals set forth above are hereby incorporated by reference and made a part of this Agreement.

ARTICLE 2
PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories of this Agreement, and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article 7. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 7 shall not terminate this Agreement nor affect the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 3
PURPOSE OF THE JPA

3.0 PURPOSE OF THE JPA

3.1 The JPA is established for the purposes of:

3.1.1 Administering this revised Agreement, pursuant to the joint exercise of powers provisions of the Government Code;

3.1.2 Providing the services and other items necessary and appropriate for the establishment, operation and maintenance of pooled fully-insured and self-funded programs for health and welfare benefits for the public agencies who are signatory hereto including joint purchase of Excess Insurance and administrative and other services including, but not limited to, claims adjusting, data processing, health and wellness programs, COBRA administration and legal services in connection with any of the pooled coverage programs for said agencies;

3.1.3 Sharing the risk of self-funded losses;

3.1.4 Providing a forum for discussion, study, development and implementation of recommendations of mutual interest regarding other programs of self-funded coverage;

3.1.5 Providing, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement and members of the JPA, subject to the terms of Article 7; and

3.1.6 Providing for the removal of Member Agencies for cause or upon request.

3.2 The functions of the JPA are:

3.2.1 To provide pooled fully-insured and self-funded plans and systems, as stated in the plan document given to each member, for health and welfare benefits for the Members of the JPA and, as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, cost containment and other developments as necessary for the payment and handling of all covered health and welfare claims against Members. Said payment and handling for any Member shall be for health and welfare claims filed and arising out of facts occurring during the period of membership in the JPA. The JPA shall not pay or handle for a Member any health and welfare claims which arise out of services occurring before membership or after termination of membership in this JPA;

3.2.2 To enter into contracts;

3.2.3 To obtain Excess coverage Insurance in the form and amount to be determined by the Executive Committee;

3.2.4 To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the Membership with the necessary education, study, development, and implementation of a self-funded program for health and welfare benefits, but not limited to, the acquisition of facilities and equipment necessary, the employment of personnel, and the operation and maintenance of a system for the handling of the self-funded plan;

3.2.5 To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement;

3.2.6 To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity;

3.2.7 To invest surplus reserve funds as deemed appropriate by the Executive Committee;

3.2.8 To sue and be sued in the name of the JPA; and

3.2.9 To perform such other functions as may be necessary or appropriate to carry out provision of law.

These purposes shall be accomplished through the exercise of the powers of the Member Agencies jointly in the creation and operation of the JPA as described in Article 4.

ARTICLE 4
POWERS OF THE JPA

The JPA shall have the power and authority to exercise any power common to the public agencies or public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives set forth herein. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the JPA shall be subject to the restrictions upon the manner of exercising such powers by a public agency or a public educational agency having the same status as a general law public entity or general law public school district of California, except as otherwise provided in this revised Agreement.

ARTICLE 5
TERM OF AGREEMENT

This revised Agreement shall be effective upon the execution hereof by the parties or by their duly authorized representatives and shall supersede and replace any JPA agreements between the parties related to the JPA. This Agreement shall continue in effect until lawfully terminated as provided herein.

ARTICLE 6
MEMBER AGENCY RESPONSIBILITIES

6.0 MEMBER AGENCY RESPONSIBILITIES

Member agencies shall have the following responsibilities:

6.1 To appoint a representative(s) to serve on the Board of Directors as provided in Article 8;

6.2 To cooperate fully with the JPA, in all matters related to its purpose as described in Article 3 (eligibility, enrollment, designation of benefit representatives, Participant communication etc);

6.3 To pay Contributions and any adjustments or assessments thereto promptly in the manner determined by the JPA when due;

6.4 To provide the JPA with information as allowed by law and as may be necessary for the JPA to carry out the purposes of this Agreement; and

6.5 To cooperate fully with and assist the JPA and any insurer, claims adjuster, financial auditor, or legal counsel retained by the JPA, in all matters relating to this Agreement and to comply with the Bylaws and all policies and procedures adopted by the Board.

ARTICLE 7
MEMBERSHIP

7.0 MEMBERSHIP

7.1 Membership in the JPA shall consist of public educational agencies and other public entities which have the powers set forth herein and which agree to comply with the terms of this revised Agreement. Each party which becomes a member of the JPA shall be entitled to all rights and privileges of, and shall be subject to the obligations of, membership as provided herein.

7.2 Parties originally forming the JPA and agreeing to comply with the terms of this revised Agreement shall become members of the JPA upon the effective date of this revised Agreement.

7.3 For all other public educational agencies or public entities which desire to become members of the JPA after the effective date of this Agreement, such membership is contingent upon such conditions as the Board of Directors may establish. Membership shall become effective upon the date established by the Board. Prospective members may apply for participation in the JPA as provided for in the Bylaws.

7.4 An agency or entity which has previously been a Member of the JPA may apply for reinstatement in accordance with subsection 7.3 provided that:

7.4.1 If the agency or entity has previously withdrawn from the JPA in accordance with subsection 7.5 of this revised Agreement, a period of no less than thirty-six months must have elapsed since the effective date of withdrawal, and the agency or entity may be required to repay all asset disbursements made to it at the time of withdrawal plus any fees, costs, or expenses which may be required by the Board.

7.4.2 If the agency or entity has previously been involuntarily terminated from membership in accordance with Article 11.1 of the Bylaws, all asset disbursements made to the agency or entity at the time of withdrawal may be required to be repaid and written assurances satisfactory to the Board must be provided that the circumstances which caused the involuntary termination will not reoccur.

7.5 Any Member having completed three (3) consecutive years as a Member of the JPA may voluntarily withdraw from its status as a Member and a party to the joint powers Agreement at the end of any Calendar Year by notifying the Executive Committee of the JPA in writing prior to June 30th of the Calendar Year of withdrawal. Any Member Agency which has notified the Executive Committee of withdrawal as provided herein may, with the consent of the Executive Committee, rescind such withdrawal by giving written notice to the Executive Committee no later than November 1st of the Calendar Year of withdrawal. Unless rescinded as provided herein, such withdrawal shall be effective at the end of the Calendar Year. Members withdrawing voluntarily are subject to the conditions for withdrawal set forth in the Bylaws.

7.6 The voluntary withdrawal or expulsion of any Member Agency shall not terminate its responsibility to cooperate fully with the JPA in determining and processing eligibility and enrollment; pay any Contributions and/or assessments determined by the Board to be due and payable for each program year in which it participated; provide the JPA with information necessary for the JPA to carry out the purposes of this Agreement; and cooperate with and assist the JPA, any insurer, financial auditor, claims adjuster or legal counsel retained by the JPA in all matters relating to this Agreement.

7.7 All Members hereby agree to be bound by the terms of this Agreement, the Bylaws and all policies and procedures currently in effect and as may be hereinafter revised or adopted.

7.8 Each of the Members hereby agrees to consider the implementation in its agency of the health management and cost containment guidelines developed by the Board of Directors.

ARTICLE 8
BOARD OF DIRECTORS

8.0 <u>BOARD OF DIRECTORS</u>

A Board of Directors is hereby established to direct and control the JPA.

8.1 Composition of the Board of Directors

8.1.1 Each Member of the JPA which has less than 500 active covered employees under the JPA's health and welfare plans shall be entitled to appoint to the Board of Directors one management representative and one alternate who shall be designated in writing. Said representative and said alternate must be employees or officers of the Member, shall have the authority to bind the Member on all matters pertaining to this Agreement, and shall serve at the pleasure of the Member by whom appointed. Only the designated representative or designated alternate may represent a Member, and each shall be invited to attend all meetings of the Board of Directors. The designated representative and designated alternate may invite members of their agencies' staffs or consultants to attend meetings of the Board of Directors in an advisory capacity only.

8.1.2 Each Member of the JPA which has 500 or more active covered employees under the JPA's health and welfare plans shall be entitled to appoint to the Board of Directors two management representatives and one alternate who shall be designated in writing. Said representatives and said alternate must be employees or officers of the Member, shall have the authority to bind the Member on all matters pertaining to this Agreement, and shall serve at the pleasure of the Member by whom appointed. Only the representatives or designated alternate may represent the Member, and each shall be invited to attend all meetings of the Board of Directors. The designated representatives and designated alternate may invite members of their agencies' staffs or consultants to attend meetings of the Board of Directors in an advisory capacity only.

8.1.3 In addition to the representative and alternates identified in 8.1.1 and 8.1.2 above, recognized employee bargaining organizations of Member Agencies are entitled to appoint a number of at-large representatives to the Board of Directors equal to 33%, or the nearest whole number in the event of a fraction (.5% and over rounds up), of the number of board representatives (not including alternates) appointed pursuant to 8.1.1 and 8.1.2 above. The employee bargaining organization representatives must be active covered employees of a JPA Member. Each bargaining organization shall be entitled to a number of representatives which is in direct proportion to the number of active covered employees it represents as of January 1 of the current even numbered year. All fractions will be rounded down to the nearest even number. Such appointment must be in writing and the representative may serve at the pleasure of the appointing organization until replaced, or the number of representative entitlement reduces, or if the representative violates any provisions of the JPA Agreement.

8.1.3.1 An employee bargaining organization is defined as a local, state or nationally recognized labor association which has exclusive bargaining rights for an identified group of employees at a Member Agency.

8.1.4 In addition to the representatives and alternates identified in 8.1.1, 8.1.2 and 8.1.3 above, covered retiree Participants are entitled to elect an at-large representative to the Board of Directors. Elections for the retiree representative shall be by mail ballot every two years from a list of self-nominated covered retiree Participants. In the event of a vacancy, the Board of Directors President shall appoint a retiree representative for the balance of the two-year term.

8.1.4.1 A covered retiree Participant is a MCSIG member who has continued their MCSIG coverage since retiring from the Member Agency.

8.1.4.2 The at-large retiree representative shall be neither a Member representative nor an employee bargaining organization representative, eligible for election to the Executive Committee pursuant to the Bylaws.

8.2 Each designated representative shall have one vote, which may be cast only by the designated representative or, in his/her absence by the designated alternate. No proxy or absentee votes shall be permitted.

8.3 No business may be transacted by the Board without a quorum of its members being present. A quorum shall consist of not less than a majority of the designated representatives of the JPA. Except as otherwise provided, a vote of the majority of those designated representatives and designated alternates entitled to vote who are present at a meeting of the Board of Directors shall be sufficient to constitute action provided that a quorum is present. In the event of a tie vote, the motion or action fails.

8.4 The powers of the Board shall be all of the powers of the JPA not specifically reserved to the Member Agencies by this Agreement and shall include, but not be limited to, the powers enumerated in Articles 3.0, 4 and 10 of this Agreement and the following:

- Approval of coverage programs and plan design;
- Approval of Contribution rates and the method of which Contributions will be paid to the JPA;
- Approval of additional assessments during the year if necessary or appropriate, to allow for increased costs and expenses as they may occur;
- Development, implementation and revision of the JPA Bylaws;
- Creation and dissolution of advisory, working and ad-hoc committees; and
- Creation and dissolution of an Executive Committee as provided in the JPA Bylaws and delegation of any of its powers to the Executive Committee

8.5 No one serving on the Board of Directors shall receive any salary or compensation from the JPA for service on the Board of Directors.

8.6 The Board of Directors may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least four regular Board of Directors meetings each Fiscal Year. The date, time, and place for each such regular meeting shall be fixed by action of the Executive Committee. Advance notice will be filed with each Member of the JPA for all Board of Directors Meetings. Additional special meetings may be called by the President or Executive Director or upon the petition of not less than five members of the Board. Such petition is to be addressed to the President of the Board

8.7 All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (sections 54950, et seq., of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. The Board shall conduct its business in accordance with Roberts Rules of Order.

8.8 Except as otherwise provided or permitted by law, all meetings of the Board of Directors shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of the JPA true and correct copies of the minutes of such meetings.

8.9 The Board of Directors of the JPA shall develop suggested guidelines for health management and cost containment practices.

ARTICLE 9
BYLAWS AND ADMINISTRATIVE POLICY AND PROCEDURES

The Board shall, through resolution, adopt, rescind or amend Bylaws and shall adopt Administrative Policies and Procedures consistent with applicable law and this Agreement to govern the day to day operation of the JPA. Each Board Member shall receive a copy of the Bylaws and administrative policies and procedures developed under this Article. Amendment of the Bylaws requires a resolution approved by two-thirds of the members of the Board of Directors.

ARTICLE 10
FINANCIAL

10. <u>FINANCIAL</u>

The Board of Directors shall insure that a complete and accurate system of accounting of the JPA shall be maintained at all times consistent with established auditing standards and accounting procedures.

10.1 The JPA shall operate on a Fiscal Year from July 1st to June 30th.

10.2 The Board of Directors shall annually, on or before June 30th, adopt a budget showing each of the purposes for which the JPA will need money and the estimated amount of money that will be needed for each such purpose for the ensuing Fiscal Year. A copy of the budget shall be transmitted to each of the participating members.

10.3 Each Member of the JPA who is a public educational agency in Monterey County hereby agrees to authorize the Monterey County Superintendent of Schools to transfer from its general fund any required Contributions and assessments as calculated and specified in the Bylaws. Other agencies shall be billed on an itemized invoice for required Contributions.

10.4 Annual assessments, as approved by the Board of Directors for each Member of the JPA, shall be determined in accordance with procedures established by the Board of Directors and filed with each Member.

10.5 If the total obligations against all the Members of the JPA exceed in any year the total amount of operating and reserve funds established by the Board of Directors, the Members may be assessed a pro rata share of the additional Contributions as determined by the Board of Directors.

10.6 At least once annually all expenditures of funds of the JPA shall be reviewed and ratified by the Board of Directors.

10.7 A general fund shall be established and maintained to receive monies of the JPA. The JPA shall accept and deposit in the JPA general fund all monies received by it including monies from any of the following sources:

10.7.1 Members Contributions, including assessments and any other charges.

10.7.2 Interest and other investment income.

10.7.3 Refund of insurance premiums and excess loss claims.

10.7.4 Subrogation recoveries.

10.7.5 Grants from any public agency or private company.

10.8 The general fund shall expend monies for the purpose of the operation of the JPA and the health and benefit program. Such expenses shall be necessary and appropriate as determined by local or state regulations.

10.9 Imprest accounts shall be established and maintained out of monies received by and deposited in the general fund. Monies shall be transferred from the general fund to the imprest account solely for the purposes of paying claims of the members. This account shall be established at a national, state, or local bank whose deposits are insured in the Federal Deposit Insurance Corporation.

10.10 The Treasurer of Monterey County is the designated depository of the JPA.

10.11 The JPA is strictly accountable for all funds received and dispersed by it and, to that end, the JPA shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provisions of applicable law or any resolution of the JPA. Books and records of the JPA in the hands of the Treasurer of the JPA shall be open to inspection at all reasonable times by representatives of the Members. The JPA, as soon as practical after the close of each Fiscal Year, shall give, or cause to be given, a complete written report of all financial activities for such Fiscal Year to each member of the Board of Directors and to the chief administrative officer of each Member of the JPA.

10.12 The Executive Committee shall make, or contract with a certified public accountant to make, an annual audit of the accounts, records, and financial affairs of the JPA. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for Special Districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a certified public accountant, a report thereof shall be filed as a public record with each of the Members of the JPA, and also with the Auditor-Controller of Monterey County. Such reports shall be filed within twelve (12) months of the end of the Fiscal Year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making the audit(s) provided for herein, shall be appropriate administrative charges against the funds of the JPA.

10.13 The Monterey County Superintendent of Schools shall draw warrants to pay demands against the JPA when such demands have been duly approved by the Executive Director and Treasurer of the JPA.

10.14 No part of the revenues or assets of the JPA shall inure to the benefit of, or be distributed to its Members, officers, employees, Participants or other persons except as provided in Article 11. Upon two-thirds vote of the entire MCSIG Board, the Board may declare excess assets-undesignated available for the exclusive use of granting any number of monthly rate holidays or adjustments. The Board shall adopt a policy outlining the details and process for calculating, declaring and utilizing excess assets for monthly rate holidays or adjustments.

10.15 The JPA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

ARTICLE 11
DISSOLUTION OF JPA AND DISPOSITION OF PROPERTY AND FUNDS

11. <u>TERMINATION OF AGREEMENT</u>

11.1 This Agreement may be terminated effective at the end of any Fiscal Year by affirmative action of two-thirds (2/3) of the then participating Member Agencies; provided, however, that the JPA and this Agreement shall continue to exist for the purpose of disposing of liabilities, distribution of assets, and all other functions necessary to conclude the affairs of the JPA.

11.2 Upon termination of this Agreement, all assets of the JPA shall be distributed only among the parties to the Agreement on the effective date of termination. The Board shall determine such distribution within six months after the last pending claim covered by this Agreement has been adjudicated.

11.3 The Board is vested with all powers of the JPA for the purpose of concluding and dissolving the business affairs of the JPA. These powers shall include the power to require Member Agencies to pay their share of any calculated Contributions and/or assessments deemed necessary by the Board for final disposition of all claims covered by this Agreement.

11.4 In the event of the dissolution of the JPA, the complete rescission or other final termination of the Joint Powers Agreement by the Members then a party to the Agreement, the following shall occur:

11.4.1 The Board of Directors shall establish each Member's pro-rata share of any remaining cash balance (reserves) based on Members percentage of assessments paid into JPA during the Member’s previous twelve months participation in the JPA.

11.4.2 Any real and/or personal property interests and other assets remaining in the JPA following a discharge of all liabilities and obligations shall be disposed of by the Executive Committee. Proceeds from disposition shall be disposed of by the Executive Committee. Proceeds from disposition shall be distributed to Members based on each Member's pro-rata share of assessments paid into JPA during the Member’s previous twelve months’ participation in the JPA, providing that assets are of sufficient value to defray the cost of disposition.

11.4.3 The dissolution of the JPA shall be filed in writing with the State of California by the JPA.

ARTICLE 12
AMENDMENTS

This revised Agreement may be amended at any time with a subsequent written Agreement signed by two-thirds (2/3) of Member Agencies of the JPA. Any such amendment shall be effective upon the date that two-thirds (2/3) of Member Agencies have signed the amendment, unless otherwise provided in the amendment.

ARTICLE 13
CONSTRUCTION & SEVERABILITY

In the event of any litigation over the meaning of this Agreement or the authority of any Member Agency of the JPA, this Agreement shall be liberally construed to effectuate its purposes. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE 14
HOLD HARMLESS AND INDEMNIFICATION

14. HOLD HARMLESS AND INDEMNIFICATION

14.1 Member Agencies agree and covenant to defend, hold harmless and indemnify the JPA, its Member Agencies, elected officers, employees and volunteers from any claim, damage or liability in connection with Contributions, assessments, deposits, or coverage; acts, errors, omissions or breach or default of any member or any person or entity acting on behalf of any Member in the performance of any of its obligations under this Agreement; and/or decisions to expel a Member Agency, with or without cause, pursuant to this Agreement and any applicable provisions of the Bylaws.

14.2 The JPA shall indemnify, defend and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents and representatives with respect to any loss, damage, injury, claim, litigation or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions or actions of the JPA or the JPA's officers, officials, employees, agents or representatives.

14.3 The provision of indemnity set forth in this Section shall not be construed to obligate the JPA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

14.4 Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member Agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member Agency indemnifies and holds harmless each other Member and the JPA, for any loss, cost or expense, including reasonable attorney's and consultant fees, that may be imposed upon or incurred by such other Member Agency or the JPA solely by virtue of Government Code Section 895.2.

14.5 Notwithstanding the provisions of 14.1 through 14.4 above, by a two-thirds vote of the Board, the Board may approve the expenditure of JPA funds to defend, indemnify and hold the JPA, members of the Board and any employee or agent of the JPA free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the JPA.

14.6 The JPA may self-fund or purchase insurance, and/or require the Member Agencies to self-fund or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

14.7 Per Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of the parties to this Agreement. In addition, it is expressly agreed by all parties to this revised Agreement and by the Board of Directors that, in contemplation of Sections 895.6 and 6508.1 of the California Government Code respecting the right of contribution of public entities that are parties to a joint powers agreement, no public entity a party hereto shall be jointly or severally liable upon any judgement for damages caused by a negligent or wrongful act or omission to act occurring in the performance of this revised Agreement, which judgment is rendered or imposed upon any one of the Member Agencies or upon the entity created by this revised Agreement, unless the party shall have authorized or consented to the same by an appropriately adopted resolution.

14.8 The JPA may insure itself, to the extent required by law and deemed appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this revised Agreement.

ARTICLE 15
COMPLETE AGREEMENT

The foregoing constitutes the full and complete agreement of the parties regarding the JPA Agreement. There are no oral understandings or agreements between the parties regarding the JPA Agreement that are not set forth in writing herein. This Agreement supersedes prior versions noted on the Cover Page. Some Member Agencies may have a Participation Agreement currently in effect with the JPA. Any and all Participation Agreements currently in effect between the JPA and a Member Agency remain in full force and effect.

ARTICLE 16
EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

ARTICLE 17
ENFORCEMENT

The JPA is hereby given authority to enforce this Agreement. In the event suit is brought upon this revised Agreement by the JPA and judgment is rendered against a Member, the Member shall pay all costs incurred by the JPA, including reasonable attorney's fees as fixed by the court.

ARTICLE 18
DISPUTE RESOLUTION

18. <u>DISPUTE RESOLUTION</u>

When a dispute arises between the JPA and a Member, the following procedures are to be followed:

18.1 Request for Reconsideration. The Member will make a written request to the JPA for the Governance Committee to review their position, citing the arguments in favor of the Member and any applicable case law that applies. The Member can also request a personal presentation to the Governance Committee if it so desires.

18.2 The Governance Committee will review the matter and consider the JPA's position. The Governance Committee may seek the assistance of other JPA Committees, JPA staff or outside experts. This appeal process is intended to be an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the Member requesting reconsideration is represented on any of the Committees involved in the review, that Member shall be deemed to have a conflict and shall be excluded from any vote.

18.3 If the Member is not satisfied with the outcome of the Governance Committee appeal, the Member may request that the matter be set as an agenda item of the Executive Committee for further reconsideration. If the Member requesting reconsideration is represented on the Executive Committee, that Member shall be deemed to have a conflict and shall be excluded from any vote.

18.4 If the Member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration will be non-binding unless the parties mutually agree, in advance of the arbitration process, to binding arbitration. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If binding arbitration is selected, then the decision of the arbitrator is final and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved Member and the JPA.

18.5 If, after following the dispute resolution procedure paragraphs 18.1-18.4, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 19
APPLICABLE LAW AND FORUM

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be initiated and maintained in the Superior Court of the County of Monterey, State of California, in any other appropriate court in that county or in the Federal District Court in the Northern District of California.

ARTICLE 20
ACCEPTANCE OF SERVICE OF PROCESS

The Board of Directors, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the Board of Directors.

In the event that any legal action is commenced against the JPA, service of process on the JPA shall be made by personal service upon the Executive Director or President of the JPA, or in such other manner as may be provided by law.

ARTICLE 21
WAIVERS & MODIFICATIONS

Subject to the following exception, no provision of this Agreement may be waived or modified. Notwithstanding the foregoing, the Board of Directors may, upon a two-thirds vote of the Board of Directors at a properly noticed public meeting, waive or modify any provision of Sections 7.4 and/or 7.5 of this Agreement. No waiver or modification of any provision of Sections 7.4 or 7.5 of this Agreement will apply toward the same provision at a different time.

ARTICLE 22
CONFLICT OF INTEREST

No officers, official or employee of the JPA shall have any Qualifying Economic Interest, direct or indirect, in the JPA nor shall any such person participate in any decision relating to the JPA which affects his or her personal or private economic interests in violation of any State law or regulation.

ARTICLE 23
BOOKS & RECORDS

All books, records, accounts and documents of the JPA shall be available at any reasonable time to the Board members and, to the extent provided by the California Public Records Act (Government Code Section 6250 et. Seq.) shall be public records. This Section does not authorize the release of any confidential documents which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

ARTICLE 24
PRINCIPAL OFFICE

The principal office of the JPA shall be that of the office of the Executive Director or as from time to time designated by the Board.

ARTICLE 25
SUCCESSORS & ASSIGNMENT

In the event of a reorganization or consolidation of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized or consolidated public agency may be substituted as a party or as parties to this Agreement. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Board.

ARTICLE 26
NOTICES

Notices permitted or required to be sent to the Member Agencies pursuant to this Agreement shall be sent by U.S. Postal Service or other reputable delivery service addressed to the Member Agency at each Member Agency's official business address and directed to the attention of that agency's Board member.

ARTICLE 27
FILING WITH SECRETARY OF STATE

The Board of Directors shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the County Clerk. The Executive Director of the JPA is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5; and shall file with the County Clerk a statement as required by California Government Code Section 53051; and shall file all other official notices as may be required by law.

IN WITNESS WHEREOF, the parties have caused this revised Agreement to be executed by their respective duly-authorized representative effective _________________.

NAME OF MEMBER:

NAME OF MEMBER REPRESENTATIVE:

____

SIGNATURE OF MEMBER REPRESENTATIVE

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

ADOPTING THE REVISED MUNICIPALITIES, COLLEGES, SCHOOLS INSURANCE GROUP (MCSIG) JOINT POWERS AUTHORITY AGREEMENT

Municipalities, Colleges, Schools Insurance Group (MCSIG) is a Joint Powers Authority formed under authority of Section 6500 et seq. of the California Government Code; and

WHEREAS, the MCSIG Board adopted the original Joint Powers Agreement to establish, operate and maintain a self- insurance program on November 22, 1982; and

WHEREAS, the MCSIG Board adopted revisions to the Joint Powers Agreement on September 3, 1991, October 16, 1995, January 15, 1997, March 13, 1999, May 24, 2000, November 19, 2004, October 25, 2005; and June 19, 2012; and

WHEREAS, the Board of Directors of MCSIG approved revisions on June 16, 2020 to the MCSIG Joint Powers Agreement, and authorized submission to all members toward the ratification by two-thirds (2/3) of Member Agencies by Resolution, and

WHEREAS, the City of Seaside is currently a member of the Municipalities, Colleges, Schools Insurance Group Joint Powers Authority, and

WHEREAS, the revisions adopted by the Municipalities, Colleges, Schools Insurance Group Board on June 16, 2020 have been duly presented and explained to this Board.

THEREFORE BE IT RESOLVED, that the City of Seaside City Council approves the revised Joint Powers Agreement for the Municipalities, Colleges, Schools Insurance Group.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of July 2021.

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

____
Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 15, 2021

SUBJECT: **APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH**

RECOMMENDATION

Approve a request from Narcotics Anonymous to waive fees associated with their Women's Brunch on January 22, 2022.
Staff recommends approving the following:
1. 50% reduction in room rental fees.
2. Organization to provide insurance coverage.
3. Organization to pay only the non-refundable portion of the facility maintenance deposit.

BACKGROUND

The Monterey County Area Narcotics Anonymous Women's Brunch Committee is requesting a partial fee waiver for use of the Oldemeyer Center auditorium for a women's brunch on January 22, 2022. Their mission for the Women's Brunch is to introduce women new to recovery to Narcotics Anonymous for support, fun and fellowship. Their experience has been that women from all over the state will attend the brunch. Each member is asked to bring the women that they sponsor to the event. Many of the women that attend the event will stay over in Seaside and that will bring revenue to the city.

The last fee waiver submitted to the City Council for Narcotics Anonymous was approved on June 06, 2019. The organization will provide their own insurance.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

10.5 hours at $56.25/hour (50% reduction)	$ 295.31
Non Refundable Deposit	$ 92.25
TOTAL	**$ 387.56**

ATTACHMENTS

1. Narcotics Anonymous Fee Waiver (Women's Brunch) 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: Monterey County Narcotics Anonymous

Name of Applicant: Brittney Olsen

Address: 16 Laurel Drive City: Carmel Valley State: CA

Phone: 408-508-9760 Email: Brittney@HL-arc.com

EVENT INFORMATION:

Event Title: Woman's Brunch

Event Description: Brunch event for woman only

Event Date: 01/22/22 Room(s) Requested: Laguna Grande Hall

Time (including set-up): 7am - 530pm Approximate Number of Guests: 150-200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non-profit organization

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 2/1/19 ☐ No

What is your organization's tax identification number? 32-0289508

What percentage of your members or participants resides in Seaside? 15%

Is your organization based in Seaside? ☐ Yes ☐ No

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

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

Applicant Signature: [signature] Date: 6/22/21

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: ______ Date: ______

Notes: ______

SEASIDE CALIFORNIA

Fee Waiver Request Form

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

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:** Laguna Grande

Organization: Narcotics Anonymous (Monterey County)

Name of Applicant: Brittney Olsen

Address: 16 Laurel Drive City: Carmel Valley Zip: 93924

Phone: 408-508-9760 Email: Brittney@HL-arc.com

Day of Event Contact Name and Phone: Brittney Olsen, 408-508-9760

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Woman's Brunch
**Please attach invitation or flyer if available.*

Event Date: 01/22/22 Approximate Number of Guests: 150-200

Reservation Time: 7am - 5:30pm Event Time: 12pm - 4pm
**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: ______

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

	Yes	No
Is the event open to the public?	☐	☒
Will admission be charged?	☒	☐
Are you a non-profit organization?	☒	☐
Will there be music?	☒	☐
Will there be live music and/or DJ?	☐	☒

Name of band or DJ: NONE / iPod

	Yes	No
Will refreshments be served?	☒	☐
Will refreshments be sold?	☐	☒
Will you be using the kitchen?	☒	☐
Will alcohol be served?	☐	☒
Will alcohol be sold?	☐	☒

**Alcohol is prohibited at youth oriented events*

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

Applicant Signature: [signature] Date: 6/22/21

(For Office Use Only)

Permit Fee: ______ Authorized Agent: ______ Date: ______

Note: Original to Resource Management/Recreation Department

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	$122.50	$139.50
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	$59.25	$74.50
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

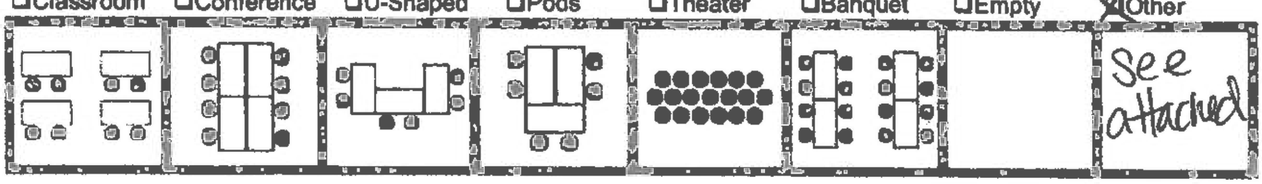
***Non-Profit Rate:** For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for $33.75/$42.50. Proof of 501(c)(3) required.*

***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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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 cancelation 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 Departmen.
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.

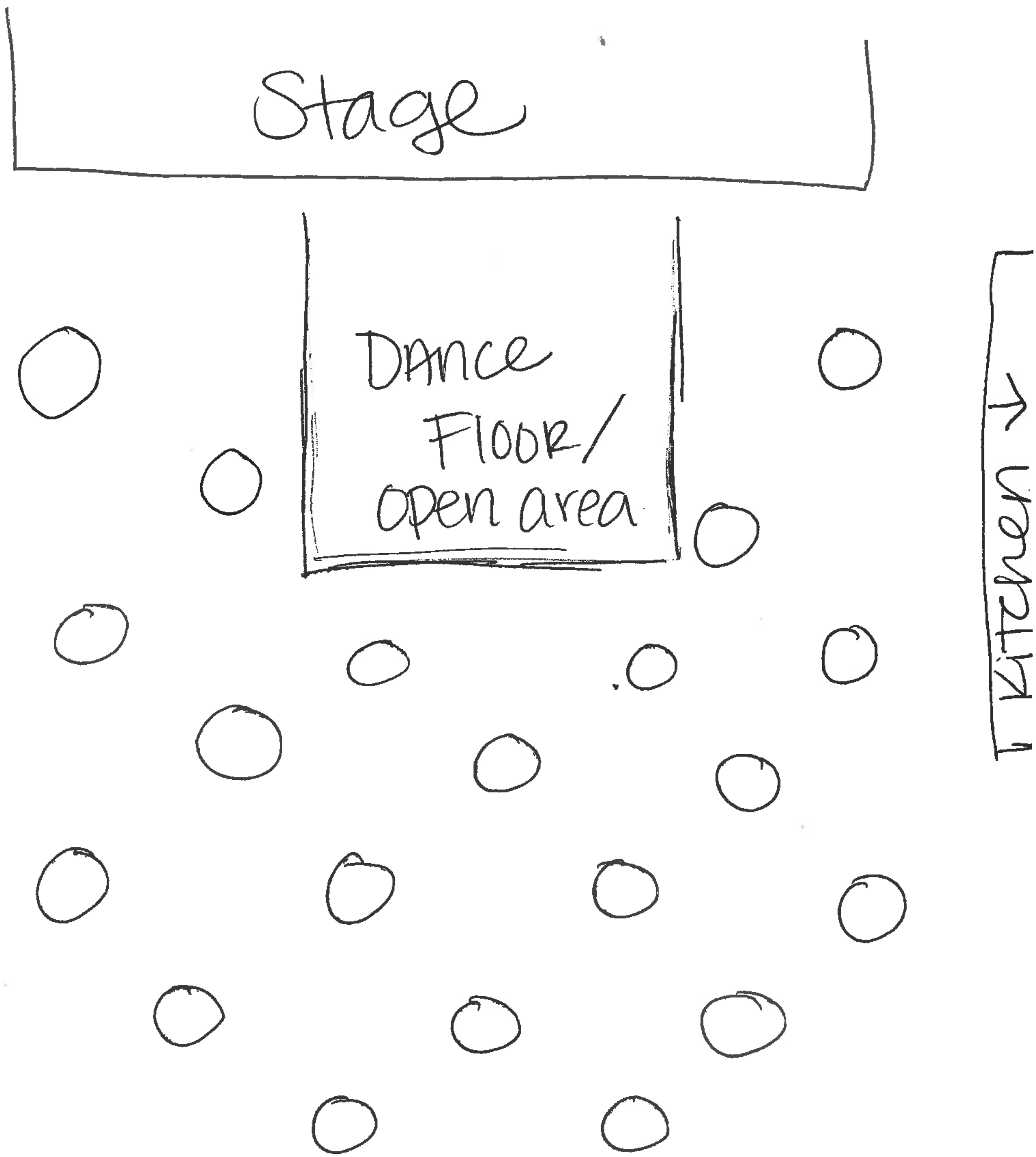
✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

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.


Stage
Dance Floor/ open area
Kitchen

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 15, 2021

SUBJECT: **ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MONTEREY REGIONAL WASTE MANAGMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383**

RECOMMENDATION

Authorize the Mayor to sign the Memorandum of Understanding.

BACKGROUND

The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on the City, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that the City undertake certain activities around the handling of organic waste materials collected within our jurisdiction. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.

City staff has been participating in the Monterey Regional Waste Management District (MRWMD) Technical Advisory Committee (TAC), and it is agreed that it is in the member agencys' best interest to coordinate activities related to this legislation. As the MRWMD has the expertise and resources necessary to implement some of these activities on a regional bases, it is recommended the City enter into this MOU.

The anticipated regional cost of this item is $301,425 (less $140,000 offset by MRWMD from recycling revenue) and the cost to Seaside rate payers is $53,831. This cost was included in the 2021/2022 Greenwaste Recovery trash rates.

FISCAL IMPACT

This item has no cost to the City. The cost of this item was incorporated into the 2021/2022 Greenwaste Recovery trash rates.

ATTACHMENTS

1. MOU - SB 1383 Shared Costs_FINAL 7.06.21

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding ("MOU") is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT ("District", "MRWMD"), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY ("Member Agencies"). Collectively these entities shall be known herein as "Parties" or individually as a "Party."

Recitals

A. The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.

B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.

C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies' behalf and have now requested that the District incur costs to provide these activities.

D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.

E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A and B, subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

(c) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(d) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set $140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A and B.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition or covenant. Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _________________________ DATE: ________________

APPROVED AS TO FORM:

____

CITY OF CARMEL-BY-THE-SEA

By: __________________________ DATE: ________________

APPROVED AS TO FORM:

____

CITY OF DEL REY OAKS

By: ______________________ DATE: ______________

APPROVED AS TO FORM:

____

CITY OF MARINA

By: __________________________ DATE: ________________

APPROVED AS TO FORM:

____

CITY OF MONTEREY

By: ________________________ DATE: _______________

APPROVED AS TO FORM:

____

CITY OF PACIFIC GROVE

By: __________________________ DATE: ________________

APPROVED AS TO FORM:

____

SAND CITY

By: ______________________________ DATE: ___________________

APPROVED AS TO FORM:

____

CITY OF SEASIDE

By: __________________________ DATE: ________________

APPROVED AS TO FORM:

____

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _________________________ DATE: ________________

APPROVED AS TO FORM:

____

COUNTY OF MONTEREY

By: __________________________ DATE: ________________

APPROVED AS TO FORM:

____

EXHIBIT A

DETAILED ACTIVITIES & COSTS
FY 2021-2022

Scope of Work

The activities related to the implementation of SB 1383 may include contracting and policy development; public education; materials purchasing and distribution; reporting; contamination monitoring; edible food waste recovery; enforcement; procurement; organics processing; rate setting; cost monitoring; and any other related activities the Parties choose to address.

The District will take the lead producing public education campaigns in concert with the already-provided Hauler and/or Member Agency resources. The Member Agencies will be responsible for production and mailing fees associated with outreach. The District will also contract with a vendor to administer contamination monitoring in the form of curbside lid flipping within each Member Agency, except for in Carmel-by-the-Sea and the County of Monterey, where the City of Carmel-by-the-Sea and the County of Monterey will decide how to proceed. The District will also provide CalRecycle reporting services to the Member Agencies. In addition, funds will be allocated to food recovery organizations for procurement of refrigerated holding facilities or transport vehicles to support edible food recovery efforts.

Costs

SB 1383 Fee Category	Detail	FY 21/22 Cost	Notes
Contracting/Policy (HF&H)	Franchise amendment/ordinance development	122,815	
Public Education		$ 50,000	Covers creation of materials, but not production or distribution
Kitchen Pails w/ sticker & postcard	SFD & MFD upon request	$ 50,000	
Reporting	Recyclist	$ 11,610	Note: Omits City of Montrey & County from shared cost
	MRWMD staff time	$ 20,000	
Contamination Monitoring (Lid Flipping)	Blue Strike / Greenwaste Recovery for Carmel	MA Specific	See attachment for cost breakdown
Edible Food Recovery	Donations to local food recovery organizations	$ 50,000	
Organics Processing	District fees	$ -	
		$ 304,425	
Reduction from MRWMD for recycling revenues FY 21/22		$ (140,000)	
		$ 164,425	
HFH Franchise Management & Rate Setting		$ 55,000	Note: Omits City of Montrey & County from shared cost
Monitoring Costs		11,047	
Total		**$ 230,472**	

EXHIBIT B

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS*
FY 2021-2022

	SB 1383 Costs Distributed by Contract (Includes Recyclist for GWR Agencies)		
	Population #	Per Agency Cost/Year	With $2,500 Minimum
Carmel	3,830	$ 3,096	$ 2,927
DRO	1,525	$ 1,233	$ 2,500
Marina	21,981	$ 17,766	$ 16,798
PG	15,522	$ 12,546	$ 11,862
PBCSD	4,531	$ 3,662	$ 3,463
Sand City	310	$ 251	$ 2,500
Seaside	33,956	$ 27,445	$ 25,949
TOTAL	81,655	$ 65,997	$ 65,997
Monterey City	28,352	$ 34,214	$ 34,214
County	50,128	$ 34,214	$ 34,214
TOTAL	160,135	$ 134,425	$ 134,425

	Remainder of Shared Costs			
	Population #	%	Per Agency Cost/Year	With $2,500 Minimum
Carmel	3,830	2.4%	$ 718	$ 2,500
DRO	1,525	1.0%	$ 286	$ 2,500
Marina	21,981	13.7%	$ 4,118	$ 2,862
PG	15,522	9.7%	$ 2,908	$ 2,500
PBCSD	4,531	2.8%	$ 849	$ 2,500
Sand City	310	0.2%	$ 58	$ 2,500
Seaside	33,956	21.2%	$ 6,361	$ 4,421
Monterey City	28,352	17.7%	$ 5,312	$ 3,691
County	50,128	31.3%	$ 9,391	$ 6,526
TOTAL	160,135		$ 30,000	$ 30,000

	Contract Management			
	Population #	%	Per Agency Cost/Year	With $2,500 Minimum
Carmel	3,830	4.7%	$ 2,580	$ 2,500
DRO	1,525	1.9%	$ 1,027	$ 2,500
Marina	21,981	26.9%	$ 14,806	$ 13,740
PG	15,522	19.0%	$ 10,455	$ 9,703
PBCSD	4,531	5.5%	$ 3,052	$ 2,832
Sand City	310	0.4%	$ 209	$ 2,500
Seaside	33,956	41.6%	$ 22,872	$ 21,225
TOTAL	81,655		$ 55,000	$ 55,000

EXHIBIT B
(Continued)

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS*
FY 2021-2022

Carmel	Monitoring Costs			
	Population #	Per Agency Cost/Year	Admin Cost	Total
Carmel	3,830	$ 584	$ 175	$ 759
DRO	1,525	$ 693	$ 208	$ 900
Marina	21,981	$ 1,633	$ 490	$ 2,122
PG	15,522	$ 1,021	$ 306	$ 1,328
PBCSD	4,531	$ 672	$ 202	$ 874
Sand City	310	$ 937	$ 281	$ 1,218
Seaside	33,956	$ 1,720	$ 516	$ 2,237
Monterey City	28,352	$ 1,238	$ 371	$ 1,609
County	50,128			
TOTAL	110,007	$ 8,498	$ 2,549	$ 11,047

	Total Costs		
	Population #	Per Agency Cost/Year	With Minimums
Carmel	3,830	$ 7,152	$ 8,686
DRO	1,525	$ 3,446	$ 8,400
Marina	21,981	$ 38,812	$ 35,522
PG	15,522	$ 27,236	$ 25,392
PBCSD	4,531	$ 8,436	$ 9,668
Sand City	310	$ 1,735	$ 8,718
Seaside	33,956	$ 58,914	$ 53,831
Monterey City	28,352	$ 41,134	$ 39,514
County	50,128	$ 43,605	$ 40,740
TOTAL	160,135	$ 230,472	$ 230,472

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 15, 2021

SUBJECT: **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM**

RECOMMENDATION

Approve request from Seaside High School Football Team for a donation of Three Thousand Dollars ($3,000.00) from the Mayor's Youth Fund for the costs associated with new game pants, practice jerseys and girdles.

BACKGROUND

Seaside High School Football Team is requesting a Three Thousand Dollar ($3,000.00) donation from the Mayor's Youth Fund to cover the cost for new game pants, practice jerseys and girdles for their football players. Through their football program, players are taught character development, life skills and the importance of achieving excellence in and out of the classroom. The number one goal is that their young men will be better students and grow up to be exceptional young men in the community.

In reference to the city's goals of recycling and maintaining a healthy environment, recyclables such as equipment, are either traded in for new equipment or taken to the MRWMD for reuse or recycling purposes. In addition, plastic bottles, glass bottles and cans are collected after each football game and daily throughout the year around campus.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. Seaside High School Football Team received their last donation at the September 05, 2019 City Council meeting. They submitted their 2019 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is $72,100.73. If the City Council approves this request, the balance will drop down to $69,100.73.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding all applications on file will be processed on the next available City Council Meeting.

ATTACHMENTS

1. MYF request from SHS Football Team 2021
2. MYF Closing Report - Seaside High School Football 2019
3. Seaside High School W-9 Form 2021

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals*	25% of total cost of activity (not to exceed $1,000.00)
Groups up to 20	up to $1,500.00
Groups 21+	up to $3,000.00

In addition, funding will be limited to one contribution per year (every 12 months).

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

Prior to completing this request please, review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside High School Football

Address: 2200 Noche Buena St.

Email: aavila@mpusd.k12.ca.us

Phone Number: Home N/A Work (831) 392-3530 Cell (831) 582-8904

Name of Individual: Alfred Avila

% Residents or Students of Seaside: 100 %

# of Participants: 75

Ages: 14-18

CRITICA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic ____
Athletic ✓
Music ____
Environmental ____
Art ____

Is funding a reward for one of these activities?
NO

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

Our Seaside High School Football Program teaches young men and women how to be men and women of character and how to be productive members of society. Through football, the players are taught character development, life skills and the importance of achieving excellence in and out of the classroom.

Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

The funds will be used to purchase new game pants, practice jerseys and girdles. Our old equipment is constantly recycled. We use old rejected helmets to make end-of the year trophies. We also collect bottles and cans at our games and around campus ~~for~~ as an extra fundraiser.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

We have several other fundraisers planned. We are doing a clothing fundraiser, online donation fundraiser, a BBQ chicken fundraiser, and we are hoping to do a stadium banner fundraiser.

*Total Amount Requested: (See Contribution limits) $3,000

SEASIDE HIGH FOOTBALL PROPOSED PROGRAM BUDGET

Organization Name: Seaside High School Football
Program Date: August 1, 2021- June 5, 2022
Request to: Mayor's Youth Fund Grant

Income:	Mayor's Youth Fund	Program Revenue	**TOTAL**
Mayor's Youth Fund Grant	$3000		$3000
Blast Online Fundraiser		$3000	$3000
Yellow Brick Road Grant		$2000	$2000
BBQ chicken Plate Fundraiser		$1000	$1000
Clothing Fundraiser		$1500	$1500
Game Day Snackbar (X 2 games)		$2000	$2000
Stadium Banner Fundraiser		$1500	$1500
	$3000	$11000	$14000

Expenses:	Mayor's Youth Fund	Program Revenue	**TOTAL**
Uniforms:			
Red game pants	$2000	$3000	$5000
White away Jerseys		$6000	$6000
Practice Jerseys	$ 700		$ 700
Equipment:			
Kneepads		$ 300	$ 300
Mouthpieces (x100)	$ 100		$ 100
Girdles	$ 200	$ 100	$ 300
Miscellaneous			
HUDL subscription		$1300	$1300
Varsity helmet stickers (X100)		$ 300	$ 300
	$3000	$11000	$14,000

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 9/05/19

Name of Organization: SEASIDE HIGH FOOTBALL

Contact: ALFRED AVILA

Address: 2200 NOCHE BUENA ST. SEASIDE CA 93955

Email/Phone: aavila@mpusd.k12.ca.us

Amount of Donation Received: $3,000.00

What Items were purchased with Mayor's Youth Fund Donation:
We purchased new white game pants with the donation.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.
We have recycled all cans and bottles at all of our home football games.

Signature: Alfred J Avila

Date: 10/16/19

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ K-12 SCHOOL DISTRICT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO BOX 1031 or 700 PACIFIC STREET

Requester's name and address (optional)

6 City, state, and ZIP code
MONTEREY, CA 93942-1031 or 93940

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
77 – 0320712

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ B/w. [signature] CBO Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 15, 2021

SUBJECT: **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY**

RECOMMENDATION

To approve request from the Village Project for a donation of Three Thousand Dollars ($3,000.00) from the Mayor's Youth Fund for the costs associated with their Mae C. Johnson Education & Cultural Enrichment Academy.

BACKGROUND

On behalf of the Mae C. Johnson Education & Cultural Enrichment Academy, the Village Project is requesting a Three Thousand Dollar ($3,000.00) donation from the Mayor's Youth Fund to help cover the costs associated with hiring staff and educational activities.

The Mae C. Johnson Education & Cultural Enrichment Academy will be having a six week program for at-risk youth. During the program the children will spend time in their onsite garden, where they will be growing fruit and vegetables that will be given to the homeless. The children will also be having a beach cleanup day. The children will be engaged in daily art activities and have one-on-one reading time to improve their reading skills.

The Mae C. Johnson Education & Cultural Enrichment Academy is sponsored by the Village Project and the funds distributed to the Mae C. Johnson Education & Cultural Enrichment Academy will be handled through The Village Project. Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. The Village Project received their last donation at the June 20, 2019 City Council meeting. They submitted their 2019 Mayor's Youth Fund

Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is $69,100.73. If the City Council approves this request, the balance will drop down to $66,100.73.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding all applications on file will be processed on the next available City Council Meeting.

ATTACHMENTS

1. MYF Village Project- The Mae C. Johnson Education & Cultural Enrichment Academy - 2021
2. MYF Closing Report - Village Project- The Mae C. Johnson Education & Cultural Enrichment Academy - 2019
3. MYF Village Project- W9 2021

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

Print

Mayor Youth's Contribution Request - Submission #221

Date Submitted: 6/1/2021

Purpose

The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.

- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.

- How this request will provide a municipal benefit (ie., benefit the community).

- Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & Criteria

Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.

- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.

- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.

- Contributions are only paid to organizations, such as non-profit groups and schools.

- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed $1,000)

- Groups up to 20 - up to $1,500

- Groups 21 and older - up to $3,000

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

Funding Requirements

Funding is limited to one contribution per year (every 12 months). The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year. A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant. Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed $1,000. Applications that are incomplete will be returned.

Name of Organization

The Village Projectinc

Name*

Jamelle

Email Address*

Jamelle@Villageprojectinc.org

Address*

1069 Broadway ave Suite 201

City*

Seaside

State*

CA`

Zip Code*

93955

Phone Number*

8313921500

Additional Phone Number

Percentage of Residents or Students of Seaside*

90-95%

Number of Participants*

40-50

Ages of Participants*

5-15

Criteria

Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:*

- [ ] Art
- [ ] Athletic
- [x] Environmental
- [ ] Music
- [x] Scholastic

Are you funding a reward for one of these activities?*

- ( ) Yes
- (•) No

Description of event, activity or program funding pertains to:*

The Mayors Youth Funds will be used for The Village Project Inc.'s Non - Profit free six week summer program where we service underserved and at-risk youth. 90% of our children reside in Seaside, CA. The program, will consist of Field trips, excursions of enrichment and educational Curriculum.

Attach Additional Information as Necessary

Choose File No file chosen

Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment:*

The Funds will be used to hire supervision to accommodate the six week summer program.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?*

May 5th Community Resource Fair. (Selling Donated items)

Total Amount Requested:

$3000

Please make sure to read the Contribution Limits and Funding Requirements.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

Electronic Signature

Jamelle Jones

Date

6/1/2021

SEASIDE CALIFORNIA

Mayor's Youth Fund
986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: The Village Project / The Mae C. Johnson Education & Cultural Enrichment Academy

Name of Applicant: Jamelle Jone

Address: 1069 Broadway Ave Suite 201 City: Seaside State: CA 93955

Phone: Jamelle-831-392-1500 April-831-747-7437 Email: Jamelle@Villageprojectinc.org

Number of Participants: 40-50 Seaside Residents / Students: 90-95% Ages: 5yrs – 15yrs

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.
Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☐ Music ☒ Environmental ☐ Art

Is funding a reward for one of these activities? ☒ No ☐ Yes, ________

Description of event, activity, or program funding pertains to: *(Attach additional information as necessary)*

This is a six week summer program where we service underserved and at risk youth. 90% of our children reside in Seaside, CA. The program will consist of Field trips, excursions of enrichment and educational curriculum

Description of how funds will be specifically used for youth groups, activities and events, and/or has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment: The funds are the help cover the costs associated with hiring staff and educational activities. The children will spend time in our onsite garden, where they are growing fruit & vegetables that will be given to the homeless.

What other fundraising activities are you participating in to fund your event, program, or activity?
What other funding sources will supplement your requests? May 5th Community Resource Fair (Selling Donated Items)

Total Amount Requested: *(See contribution limits)* $3000.00

Applicant Signature: Jamelle Jones Date: 6/1/2021

SEASIDE CALIFORNIA
Mayor's Youth Fund
986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: ______________________________

Name of Applicant: ______________________________

Address: ______________________ City: ________________ State: _____

Phone: ______________ Email: ______________________________

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: ________________

What Items were purchased with Mayor's Youth Fund Donation?

____

____

____

____

____

____

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: ______________________________

____

____

____

____

____

Applicant Signature: ______________________ Date: ________________

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 6/20/19

Name of Organization: The Village Project Inc.

Contact: Mrs. Regina Mason

Address: 1069 Broadway (Obama) Avenue Suite # 201

Email/Phone: village@villageprojectinc.org

Amount of Donation Received: $3000.00

What Items were purchased with Mayor's Youth Fund Donation:
The funds were able to pay for high school student to work in our Summer Enrichment program.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.
The student worked for 6 weeks during June 28 thru July 2019 in our Ecology garden, beach cleanups and participated in recycle programs at our site.

Signature: Regina Mason

Date: 9-20-19

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Village Project Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1069 Broadway Ave. Suite 201

Requester's name and address (optional)

6 City, state, and ZIP code
Seaside, CA 93955

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ – __ – ____

or

Employer identification number
61 – 1567515

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Christopher Callaghan, ESCA Program Manager

DATE: July 15, 2021

SUBJECT: **APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT**

RECOMMENDATION

Approve report as presented.

BACKGROUND

City of Seaside (Seaside) is the Successor-In-Interest (Successor) to the Fort Ord Reuse Authority (FORA) Environmental Services Cooperate Agreement (ESCA) with the U.S. Army (Army) until June 30, 2028. Under the ESCA, Seaside is responsible to perform the remaining Long-Term Obligations (LTO) management responsibilities related to Munitions and Explosives of Concern (MEC) on ESCA lands. A more in-depth description of the ESCA remediation program and/or the LTO management program can be found in prior quarterly reports; namely, items 8D on the April 15th and January 21st City Council Regular meetings.

This report includes a brief summary of the ESCA remediation program activities for period of performance beginning on 1 April and concluding on 30 June 2021. If approved by Seaside's City Council, this report will be included as part of a required quarterly report to the Army.

ESCA Quarterly Update – Q2 2021

Jurisdiction Coordination

All ESCA property has been transferred to the intended recipient jurisdictions. As such, the responsibility for enforcing the land use controls ultimately lies with the land-holding jurisdictions. Seaside's ESCA staff has continued to coordinate meetings with all land-holding jurisdictions to discuss land use controls compliance on their newly owned land.

This quarter, Seaside staff led the quarterly LTO Joint Manager Quarterly Meeting on May 5th 2021. Federal partners, such as Army Base Realignment and Closure (BRAC) and Bureau of Land Management (BLM), and representatives for local land owning jurisdictions attended this event.

Beyond compliance with land use controls, Seaside staff hosted the quarterly Permits, Planning, Police and Property Management Meeting on June 2nd 2021. This event serves as a forum for inter-jurisdictional cooperation on issues of site security, maintenance, planning and current/future development of ESCA parcels.

ESCA Modification 00015

On 14 October 2020, Seaside ESCA staff submitted a modification request to the Army for the ESCA award (No: W9128F-07-2-0162). On June 30th, ESCA staff received an approved modification from the Army BRAC office for approval by City Manager. This modification included:

1. An the extension of funding to cover the regulatory oversight costs for the Department of Toxic Substances Control (DTSC) through June 2028
2. Funding for the purchase of new Pollution Legal Liability (PLL) insurance to ensure that work done on ESCA lands is covered until the termination of Seaside's responsibilities in case of a catastrophic emergency event
3. Extend the period of performance for City of Seaside Administrative Funds under the ESCA to June 2028

Next Quarter Goals

During the third quarter of 2021, the ESCA staff will be focusing on the following:

1. Continued development of relations with regulatory agencies, jurisdictional contacts and community stakeholders
2. Monitor and ensure compliance with land use controls outlined in the corresponding Land Use Control Implementation Plans for each ESCA Munitions Response Area
3. Public outreach on the Munitions Recognition and Safety Training (available at https://www.fortordsafety.com).
4. Continued follow-up on incidents of concern that violate the land use controls (e.g., development of illegal BMX tracks, trespassing) as they arise
5. Begin public tours of the land
6. Coordinate with ESCA landowning jurisdictions on the purchase of PLL insurance

<u>FISCAL IMPACT</u>

The actual cost to Seaside for these Army obligations will be fully reimbursed. The current reimbursement request for the period of performance beginning 1 April and concluding 30 June is $71,141.00. This cost includes administrative expenses (e.g., salaries, benefits) and contracted work (e.g., legal expenses).

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: July 15, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR CAMPUS TOWN DEVELOPMENT UP TO AN ADDITIONAL AMOUNT OF $87,924.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute amendments to the professional services agreement with Vista Environmental Consulting for design services in support of building removal for Campus Town Development up to an additional amount of $87,924.00

BACKGROUND

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

The level of effort and specialized skills needed to perform hazardous materials investigation, waste characterization, and remediation design (plans and specification preparation) exceeds the current resources of the Engineering Division. On April 1, 2021, the City Council approved Resolution 21-31 authorizing a professional service agreement in the amount of $586,160 with Vista Environmental Consulting Inc. (Vista) to perform site investigations, remediation design and inspection services for all phases of building removal associated with the Campus Town Development. The Resolution established a 5% contingency and authorized the City Manager to execute amendments such that the total contract would not exceed $616,160.

Phase 1 of the Campus Town building removal includes the Visitor Center located on Lightfighter St. and 2nd Ave., the Burger King at General Jim Moore Blvd. and Gigling Rd., and the Chapel on Colonel Durham Rd. While not anticipated to be demolished during phase 1, the Presidio of Monterey fire station was also included in the initial hazardous materials evaluation. Vista has completed the initial evaluation for all four locations. Results of initial soil screening beneath the parking lots for each site show the presence of cobalt in excess of the residential screening threshold established by the State of California. The source and extent of the cobalt contamination has yet to be determined.

In an effort to keep the Campus Town Development on schedule for phase 1 construction in early 2022, a professional services agreement amendment in the amount of approximately $24,000 was executed to conduct additional soil screening with the goal to further define the presence of cobalt in the soil. This agreement amendment has expended nearly the entire 5% contingency. With the potential for further discovery of unknown conditions requiring investigation, engineering staff recommends increasing the contingency by 15% which is $87,924, resulting in a total contingency of 20% and a total potential contract value not to exceed of $703,392. The contract would remain on a time and material basis, with additional work authorized only as conditions warrant.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. With the sunset of the Fort Ord Reuse Authority in June of 2020, the City received a bond in the amount of $6,555,000 for blight removal within the former Fort Ord. To date $5,589,689 of the bond funds have been appropriated leaving $965,311 available for appropriation. The initial agreement sum of $586,160 was authorized and included in the fiscal year 2020-2021 budget and has been rolled over into the new fiscal year. The additional 15% contingency equates to approximately $87,924. The fiscal year 2021-2022 budget includes $700,000 (Account No. 329-8110-1030) for consulting services associated with blight removal on the former military base. Staff recommends the City Council increase the contingency to 20% for Hazardous Materials design services for Campus Town with Vista Environmental Inc. and authorize the city manager to execute amendments such that the total contract value does not exceed $703,393.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR CAMPUS TOWN DEVELOPMENT UP TO AN ADDITIONAL AMOUNT OF $87,924.

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

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

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

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

WHEREAS, on April 1, 2021 the City approved Resolution 21-31 authorizing a professional services agreement with Vista Environmental Consulting (Consultant) in the amount of $586,160 to perform hazardous materials investigation, waste characterization and remediation services for all phases of building remediation associated with Campus Town Development; and

WHEREAS, Resolution 21-31 established a five percent (5%) contingency and authorized the City Manager to execute amendments up to an agreement value of $615,460; and

WHEREAS, the Consultant has completed initial soil testing for Campus Town phase 1 building remediation; and

WHEREAS, results of initial soil testing showed levels of cobalt that exceed the residential standards established by the State of California; and

WHEREAS, a contract amendment in the amount of $23,850 was executed with the Consultant to conduct additional soil sampling; and

WHEREAS, the contract amendment has expended the majority of the 5% contingency; and

WHEREAS, there remains a potential for additional unforeseen conditions to be discovered requiring additional effort; and

WHEREAS, a contingency of 20% is appropriate to effectively respond to future unforeseen conditions; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute additional amendments in the amount of $87,924 with Vista Environmental Consulting Inc. for hazardous materials investigation and design services such that the total value of the agreement does not exceed $703,392.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of July, 2021, by the following vote:

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

____
Ian N Oglesby, Mayor

ATTEST:

____
Dominique Davis, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: July 15, 2021

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING AMENDMENT 2 TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED $85,000.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Amendment 2 to the Agreement for Contractor Services with Precision Concrete Cutting for sidewalk inspection and maintenance services for an amount not to exceed $85,000.00.

BACKGROUND

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

The City developed an annual sidewalk repair program based upon the consultant's report. As part of City sidewalk program, the City, as a courtesy, shave sidewalk uplifts less than 2", even though California Street and Highways Code 5610 makes the property owner responsible for maintaining the sidewalk in front of their property. Shaving down concrete sidewalk uplifts is a cost effective alternative to the conventional method of removing and replacing (R&R). With this method, the City is able to safely repair sidewalk uplifts that measure between 1/4 and 2 inches in height. At locations with significant displacement greater than 2 inches which cannot be repaired by shaving, temporary "make safe" repair will be installed by City maintenance staff. Concurrent with the "make safe" effort, and consistent with California Streets and Highway Code, the City notifies the adjacent property owner of their responsibility to repair the sidewalk.

The City was divided into 5 zones (Attachment 3) with the goal of inspecting an entire zone during a fiscal year and repairing as many locations as feasible and budget allows. The City Council authorized shaving of sidewalk by approving an Agreement with Precision Concrete Cutting (Precision) on February 18, 2021 for Zone 1. On April 15, 2021, Amendment 1 to the Agreement was approved to have to Precision assess the sidewalks within the Seaside Highlands subdivision and shave uplifts 2 inches and less in Zone 2.

Staff is recommending the City Council authorize the City Manager to execute Amendment 2 to the Precision Agreement in an amount not to exceed $85,000 for a total Agreement amount of $217,000 for additional sidewalk shaving and inspection for Zones 3, 4 and 5. This should complete the sidewalk shaving throughout the City as identified in the 2016 citywide sidewalk assessment.

FISCAL IMPACT

Approval of Amendment 2 will increase the Precision Agreement in an amount not to exceed of $85,000 for a total Agreement amount of $217,000. The costs of the work from this Agreement will be charged to the Street Fund Account (Acct# 210-8110-2073) where there are sufficient funds available.

ATTACHMENTS

1. Resolution
2. Amendment 1
3. Inspection Zones

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

RESOLUTION 21-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AMENDMENT 2 TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR AN AMOUNT NOT TO EXCEED $85,000 FOR SIDEWALK MAINTENANCE AND INSPECTION SERVICES IN THE CITY OF SEASIDE

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

WHEREAS, at the February 18, 2021 meeting, the Council approved a contract with Precision Concrete Cutting (Contractor) to implement cost effective maintenance in the amount of $66,000 during fiscal year 2020-2021; and

WHEREAS, on April 15, 2021, the Council authorized Amendment 1 to the agreement with Precision Concrete Cutting in the amount of $66,000 to assess the sidewalks in Seaside Highlands and shave uplifts 2 inches and less in Zone 2;

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

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

WHEREAS, the Contractor is able to provide sidewalk inspection and maintenance services which is a qualified expenditure to account for the City's Maintenance of Effort spending required to received Measure X funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City Manager to execute Amendment 2 to the Agreement with Precision Concrete Cutting for sidewalk maintenance and inspection in Zone 3, 4 and 5 for an amount not to exceed $85,000 for a total agreement amount of $217,000.

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute up to an additional 10% contingency for written amendments to the agreement such that the full value of the agreement may not exceed $238,700.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 15th of July 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

CONTRACT AMENDMENT #2
CONTRACTOR SERVICES
City of Seaside

Date: July 8, 2021 Change Requested by: _X_ City/District __ Consultant

Contract Date	**Project Name**
February 18, 2021	Sidewalk Inspection and Maintenance Services Zone 1

To (Consultant): Precision Concrete Cutting 335 Beach Road Burlingame, CA 94010

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

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

MODIFY the following text in **Section 2, "Services"** as follows:

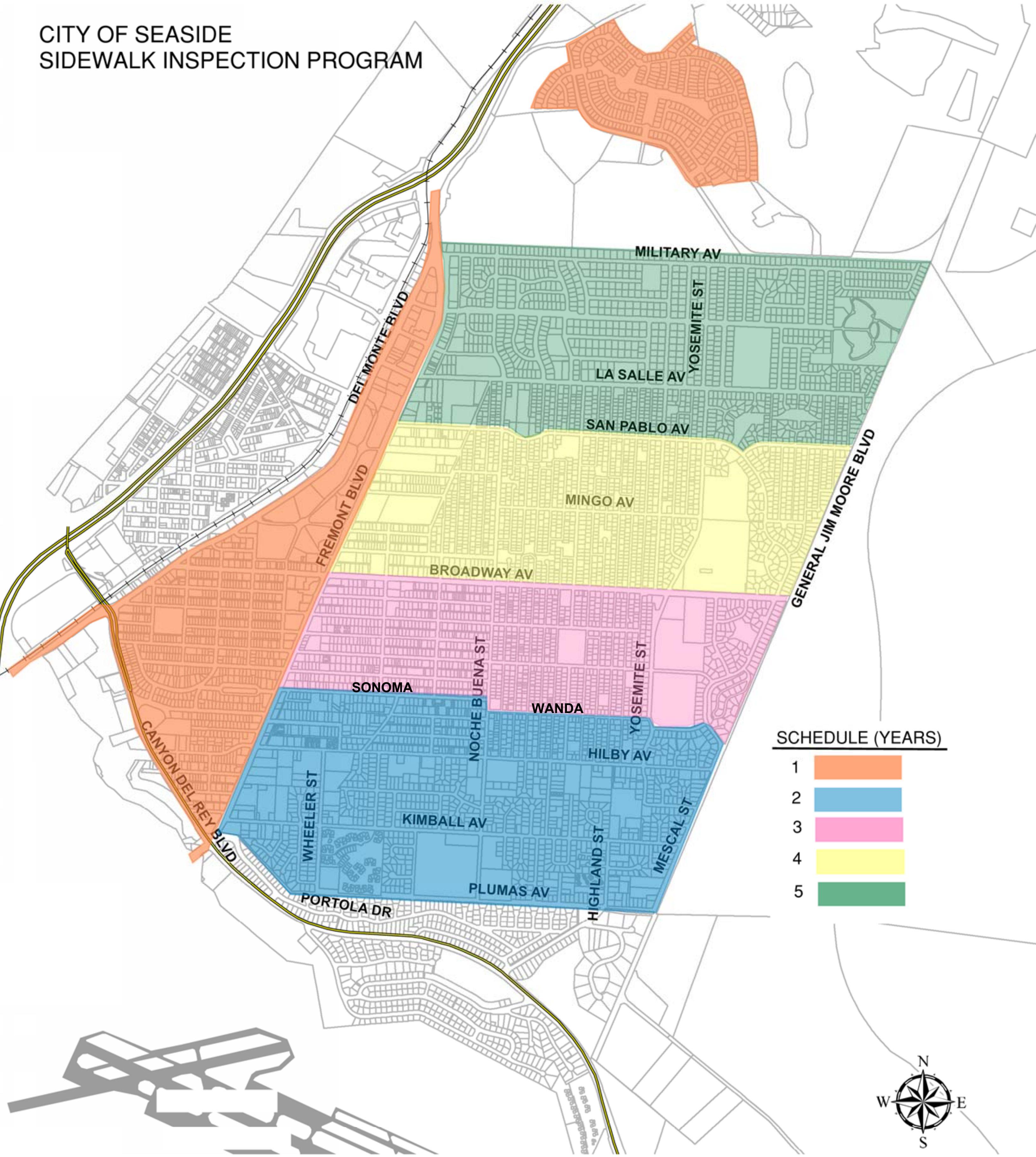
> Consultant shall perform the tasks described and set forth in Exhibit A Service Option 1 and Option 3 of the Master Service Agreement with California Joint Powers Authority, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set for in Exhibit A, Service Option 3 for Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5 of Exhibit B and Service Option 1 for Seaside Highlands, approximately 5.7 sidewalk miles, shown on Exhibit B1.
>
> The City has performed an assessment and inventoried sidewalk trip hazard. The Contractor shall coordinate with the City to update inventory upon completion of services.

Original Contract Amount	**Previous CCO Total (Not including this Amendment)**	**This Amendment Total**	**Revised Contract Amount**
$66,000	$66,000	$85,000	$217,000
Original Contract Time	**Original Completion Date**	**Days To Date (Including This Amendment)**	**Revised Completion Date**
14 Months	June, 30, 2022	0	June, 30, 2022

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

CONSULTANT ACCEPTANCE BY:		
	Austin Cantalini Business Development Manager	
Signature	Name and Title	Date

EXHIBIT B


CITY OF SEASIDE
SIDEWALK INSPECTION PROGRAM
MILITARY AV
YOSEMITE ST
LA SALLE AV
SAN PABLO AV
DEL MONTE BLVD
FREMONT BLVD
MINGO AV
BROADWAY AV
GENERAL JIM MOORE BLVD
SONOMA
WANDA
NOCHE BUENA ST
YOSEMITE ST
HILBY AV
CANYON DEL REY BLVD
WHEELER ST
KIMBALL AV
HIGHLAND ST
MESCAL ST
PLUMAS AV
PORTOLA DR
SCHEDULE (YEARS)
1
2
3
4
5
N
W
E
S

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO: City Council

BY: Dana Morrison, Associate Planner

DATE: July 1, 2021

SUBJECT: **INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL AMENDING SEASIDE MUNICIPAL CODE (SMC) CHAPTERS RELATING TO FAMILY HOME DAYCARES, SPECIFICALLY, SMC 17.52.050 (DAY CARE FACILITIES), 17.98 (DEFINITIONS), 17.12.030 TABLE 2-1 (ALLOWED LAND USES AND PERMIT REQUIREMENTS), AND 17.14.030 TABLE 2-4 (ALLOWED LAND USES AND PERMIT REQUIREMENTS). AMENDMENTS ARE PROPOSED TO ACHEIVE COMPLIANCE WITH STATE LAW. (FIRST READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduction and first reading of an Ordinance of the City Council of the City of Seaside amending the following sections of the Seaside Municipal code to align with State law regarding Family Daycare Homes: 17.52050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4.

BACKGROUND

According to the State Legislature, California has a tremendous shortage of regulated childcare, and only a small fraction of families who need childcare have it; parents should be able to support their families without having to sacrifice their child’s well-being. Family Daycare Homes, as defined by the State, are facilities that regularly provide care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day. Family Daycare Homes are classified as follows:

1. Small Family Daycare Home involves the use of a dwelling for eight

(8) or fewer children, including children under 10 years of age who reside at the home.

2. Large Family Daycare Home involves the use of a dwelling for seven (7) to fourteen (14) children, including children under 10 years of age who reside at the home. *Note: these definitions are pulled directly from SB 234.*

In September of 2019 the Governor signed into law Senate Bill 234 (SB 234) - Family Daycare Homes amending sections 1596.72 – 1597.543 of the Health and Safety Code. According to the Senate Bill, licensed Family Daycare Homes play an important role in the childcare market – providing flexible hours, affordable care, and low staff-to-child ratios in a home environment. This bill reduces barriers and costs to those operating or wanting to operate licensed Family Daycare Homes. More specifically, SB 234 prohibits jurisdictions from levying any type of business license fee or tax on Small and Large Family Daycare Homes. The updated law also requires ministerial approval of Family Daycare Homes in all districts where residential uses are allowed.

Under the previous version of the law only a Small Family Daycare Home was considered a residential use of property for purposes of all local ordinances. The previous law authorized a city or county either to classify a Large Family Daycare Home as a residential use of the property OR to provide a process for applying for a permit to use the property as a Large Family Daycare Home. Currently, the City of Seaside's zoning code is inconsistent with State law as it requires a Use Permit or Minor Use Permit for Small and Large Family Daycare Homes, respectively.

Under the updated SB 234 the City is required to allow Large and Small Family Daycare Homes by-right in all districts where residential uses are allowed. This include the RS, RM, and RH zoning districts, as well as the Commercial zoning districts where legal non-conforming residential uses are existing or where there is residential development as part of a mixed-use project (CMX, CC and CRG).

As a result of the updates, a public hearing would still be needed for the Minor Use Permit approval process required to operate a Daycare Center (15 or more children). The updates would limit the City's ability to regulate land use issues such as separation of the uses from another operation and parking, but Family Daycare Homes would be required to operate in compliance with all building and fire safety codes as well as State regulations. In order to comply with State law, staff recommends amendments to pertinent sections of the Seaside Municipal code allowing Small and Large Family Daycare Homes by-right in all zoning districts with legally established residential uses.

PLANNING COMMISSION

On June 23, 2021 the Seaside Planning Commission held a regularly schedule, and noticed, public hearing to review and discuss proposed changes to various applicable sections of the Seaside Municipal Code. At the hearing the Commission received, reviewed and considered the staff report, as well as written and oral testimony from the public. The Commission expressed concerns regarding the potential for noise and overconcentration as a result of family daycare homes, but understood that the proposed changes are necessary to align with State law. The Commission unanimously voted to approve a Resolution recommending the City Council approve the proposed code amendments to SMCs 17.52.050, 17.98, 17.12.030 Table 2-1, and SMC 17.14.030 Table 2-4.

ANALYSIS

The intent of the proposed zoning amendments are to increase the number of viable child care locations and streamline the review process to result in more affordable child care across the City to serve local residents. The Zoning Ordinance shall be amended as follows:

1. Amend SMC 17.52.050 to reduce discretion for both Small and Large Family Daycare Homes allowing them by-right in all zoning with legally established, or legal non-conforming, residential uses but still requiring daycares to conform with all applicable city building ordinances, local rules and regulations which apply to all residences within the same zoning district designation, as well as all State laws; correct spelling to be consistent with SB 234 language (see *Exhibit A*), and;
2. Update Definitions section and spellings of Family Daycare Home to align with Government Code Section 1596.78 (see *Exhibit B*), and;
3. Modify SMC17.12.030 – Table 2-1: Uses Permitted Table to allow Small and Large Family Daycare Homes to be a Permitted use ("P") within the RS, RM and RH zoning districts (see *Exhibit C*).

4. Modify SMC17.14.030 – Table 2-4: Uses Permitted Table to allow Small and Large Family Daycare Homes to be a Permitted use ("P") within commercial zones (CMX, CC and CRG) on properties with existing legally permitted or legal non-conforming residential uses (see *Exhibit D*).

GENERAL PLAN CONSISTENCY

The proposed amendments to SMC 17.52.050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4 are in conformance with the following policies and elements of the City's General Plan:

- Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work, shop, and play
- Policy ED-1.2: Diversify the local economy by targeting business development and attraction efforts toward businesses whose economic cycles are less likely to correspond to those of major retailers in the City.
- Goal ED-2: Maintain a business climate in Seaside that supports the growth and prosperity of businesses that are advantageous to the community.
- Goal ED-8: Actively promote a balance between the numbers and types or workers residing in Seaside and the opportunities for employment in the city.

PUBLIC COMMENT

At the time of this staff report's preparation, the City has not received any public comments.

ENVIRONMENTAL REVIEW

Pursuant to Section 15061(b)(3) of the California Code of Regulations (CEQA Guidelines), staff has determined that the introduction and adoption of this ordinance is not subject to review under CEQA. CEQA Guidelines Section 15061(b)(3), also known as the "common sense exemption", states that CEQA only applies to projects that have the potential for causing a significant effect on the environment, and 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. A "significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. These zoning code updates would enact new regulations for family daycare homes to ensure compliance with updated State law. Therefore, there is no possibility that the ordinance would have a significant effect on the environment; accordingly, the ordinance is exempt from CEQA.

RECOMMENDATION

Introduction and first reading of an Ordinance, recommended for approval by Resolution from the Planning Commission, of the City Council of the City of Seaside approving the proposed amendments to SMC sections 17.52.050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4. Amendments are proposed ensure that City regulations regarding family daycare homes are consistent with updated State law.

ATTACHMENTS

1. Attachment 1_Draft CC Ordinance_Amend Home Daycare
2. Attachment 1 - Exhibit A_Code Changes to SMC17.52.050_Daycare Facilities
3. Attachment 1 - Exhibit B_Code Changes to SMC17.98_Definitions
4. Attachment 1 - Exhibit C_Code Changes to SMC17.12.030_Table 2-1
5. Attachment 1 - Exhibit D_Code Changes to SMC17.14.030_Table 2-4
6. Attachment 2_Senate Bill No. 234

ORDINANCE NO. _______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING THE FOLLOWING SECTIONS OF THE SEASIDE MUNICIPAL CODE: 17.52.050 (*DAY CARE FACILITIES)*, 17.98 (*DEFINITIONS*), 17.12.030 TABLE 2-1 (*ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONES)*, AND 17.14.030 TABLE 2-4 (*ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES)*; PROPOSED CHANGES WOULD AMEND SPECIFIC STANDARDS AND PERMITTING REQUIREMENTS FOR SMALL AND LARGE FAMILY DAYCARE HOME FACILITIES MAKING THEM ALLOWED BY-RIGHT IN ALL DISTRICTS WHERE RESIDENTIAL USES ARE PERMITTED, CONSISTENT WITH SENATE BILL 234. AMENDMENTS INCLUDE UPDATING THE SPELLING OF "DAYCARE" TO BE CONSISTENT WITH STATE SPELLING; REGULATIONS PERTAINING TO DAYCARE CENTERS WOULD REMAIN UNCHANGED

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 Exhibit A, the amendment of Seaside Municipal Code Section 17.52.050; and Exhibit B, amendments to Section 17.98; and Exhibit C, amendments to Section 17.12.030, Table 2-1; and Exhibit D, amendments to Section 17.14.030, Table 2-4 (proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

A. Exhibit A: Amend 17.52.050: Daycare Facilities, removing the existing standards for the operation of Large Family Daycare Home and only requiring that they comply with all building ordinances, local rules or regulations as apply to all residences within the same zoning designation, as well as all applicable State laws and amending spelling of "day care" to "daycare" to be consistent with State language; and

B. Exhibit B: Amend 17.98 Definitions, to modify spelling of "day care" to "daycare" to ensure consistency with state language and expand definition to include where on a residential property a family daycare home can be operated from.

C. Exhibit C: Amend 17.12.030, Table 2-1: Use Permitted Table modifying the permit requirement for Small and Large Family Daycare Homes from requiring a Use Permit (UP) or Minor Use Permit (MUP) to being Permitted (P) outright in the RS, RM, and RH zoning districts.

D. Exhibit D: Amend SMC17.14.030, Table 2-4: Uses Permitted Table adding Small and Large Family Daycare Homes to be a Permitted (P) use within commercial zones on properties with existing legally established or legal non-conforming residential uses (CMX, CC and CRG).

WHEREAS, in September, 2019, the Governor of California signed into law Senate Bill 234 (SB 234) – Family Daycare Homes amending sections 1596.72 – 1597.543 of the Health and Safety Code; to address the current shortage of regulated childcare, and;

WHEREAS, the current regulations of family daycare homes within the City of Seaside requires a Small and Large Family Daycare Home to obtain approval of a discretionary permit from the Planning Commission; and

WHEREAS, the updated State law requires Small and Large Family Daycare Homes to be considered a residential use by right; and

WHEREAS, the City of Seaside wishes to amend the Seaside Municipal Code to ensure consistency with the update State law; and

WHEREAS, the City Council finds that existing zoning and property development standards related to family daycare homes are inconsistent with State law and that amendments to the existing code are required to ensure consistency, and;

WHEREAS, the proposed amendments to achieve compliance with State law would not result in adverse consequences associated with this use as related to public health, safety, convenience, or welfare of the City; and

WHEREAS, the City Council finds the proposed amendments to 17.12.030, Table 2-1 and 17.14.030, Table 2-4 are consistent with the General Plan.

SECTION 2. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 3. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code.

SECTION 4. The Seaside Planning Commission considered oral comments and written information concerning the proposed at a duly noticed public hearing held on June 23, 2021 and made a unanimous recommendation to the City Council to adopt the proposed amendments.

SECTION 5. At a duly noticed public hearing held on July 1, 2021, the City Council considered both oral comments and written information concerning the proposed amendments.

SECTION 6. At a duly noticed Public Hearing on July 1, 2021, the City Council adopted the first reading of this ordinance.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall become effective thirty (30) days following the date of its passage.

INTRODUCED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of July 2021 and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ___ day of ____ 2021 by the following roll call vote:

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

APPROVED:

____
Ian N. Oglesby, Mayor

ATTEST:

____
Dominique L. Davis, City Clerk

Exhibit A

(Proposed text identified with an underline (<u>Underline</u>) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

Chapter 17.52.050 ~~Day care~~ <u>Daycare</u> Facilities -

A. **Applicability**. ~~Day care~~ **<u>Daycare</u>** facilities shall comply with the standards of this section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards). These standards apply in addition to the other provisions of this Zoning Ordinance and requirements imposed by the California Department of Social Services (DSS). DSS licensing is required for all facilities.

B. **Definitions**. Definitions of the ~~day care~~ **<u>daycare</u>** facilities regulated by this section are in Article 7 (Glossary).

~~C.~~ ~~**Standards for large family day care homes**. As required by state law, a large family day care home shall be approved if it complies with the following standards:~~

~~1.~~ ~~Location requirements. In order to avoid the concentration of intensive, nonresidential land uses in residential neighborhoods, maintain residential character, and compatibility with adjacent residential uses, no large family day care home shall be located within 500 feet of an existing large family day care home or child day care center. In no case shall a residential property be directly abutted by a large family day care center on two or more sides.~~

~~2.~~ ~~Parking, drop-off area.~~

~~a.~~ ~~At least two off-street parking spaces shall be provided exclusively for dropping off and picking up children. The driveway may be used for the off-street parking required by Section 17.34.040 (Number of Parking Spaces Required) for a single-family dwelling, if the parking will not obstruct drop-off and pick-up areas or block a sidewalk or other public access. Alternative parking and drop-off arrangements may be required by the review authority based on traffic and pedestrian safety considerations.~~

~~b.~~ ~~A home on a street with a speed limit of 30 miles per hour or greater shall provide a drop-off/pick-up area designed to prevent vehicles from backing onto the street (e.g., circular driveway).~~

~~3.~~ ~~Outdoor activity areas.~~

~~a. A side or rear setback area intended for day care use shall be enclosed with a fence or wall.~~

~~b. Outdoor recreation equipment over eight feet in height shall not be located within a required side setback and shall be set back a minimum of five feet from a rear property line.~~

~~4. Noise. Noise generated from the large family day care home shall not exceed the standards of the City's Noise Ordinance.~~

~~5. Additional standards. Each large family day care home shall comply with applicable building and fire codes, and standards adopted by the state, and Social Services Department licensing requirements (California Code of Regulations, Title 22, Division 2).~~

C. <u>Standards for Large Family Daycare Homes. A large family daycare home shall comply with all building ordinances, local rules or regulations as apply to all residences within the same zoning designation in which the childcare is provided, as well as all applicable State laws and Social Services Department licensing requirements.</u>

1. <u>Family Daycare Homes shall not exceed the standards of the City's Noise Ordinance.</u>

D. **Standards for child ~~day care~~ <u>daycare</u> centers**. Child ~~day care~~ **<u>daycare</u>** centers shall require approval of a Minor Use Permit (Section 17.62.070) and a Business License. A Minor Use Permit for a child ~~day care~~ **<u>daycare</u>** center shall only be approved if it complies with the following standards:

1. Location requirements. In order to avoid the concentration of intensive, nonresidential land uses in residential neighborhoods, maintain residential character, and compatibility with adjacent residential uses, no day care center shall be located within 500 feet of an existing RS (Low Density Single-Family) zoning district.

2. Parking and loading.

a. Off-street parking for a child ~~day care~~ **<u>daycare</u>** center shall be a minimum of one space per employee on the largest shift, plus one space for each 10 children authorized by the state license. An exception to these off-street parking requirements may be granted if the facility complies with the following criteria:

(1) The exception shall be granted only for uses in an existing building, and shall not be granted for any expansion of gross leasable floor area or new construction;

(2) Off-street parking shall be provided on the site in the maximum amount feasible;

(3) The exception shall only be granted in a situation where the City Engineer has determined that the exception will not result in potentially unsafe conditions for vehicles or pedestrians;

(4) Each Minor Use Permit that grants an off-street parking exception shall be reviewed annually, and if it is found that the use of on-street parking spaces by the facility is creating a nuisance, the City may initiate proceedings to revoke the Minor Use Permit.

b. Picking up and dropping off of children shall not create unsafe conditions. Loading and unloading of children from vehicles shall only be allowed on site in the driveway or in an approved parking area.

3. Noise. Potential noise sources shall be identified during the Use Permit process, and noise attenuation and sound dampening shall be addressed.

(Proposed text identified with an underline (<u>Underline</u>) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

Chapter 17.98 Definitions

~~Day care~~ <u>Daycare</u> Facility, Child. Facilities that provide non-medical care and supervision of minor children for periods of less than 24 hours. These facilities include the following, all of which are required to be licensed by the California State Department of Social Services.

1. ~~Day care~~ **<u>Daycare</u>** Center. Commercial or nonprofit child **<u>daycare</u>** facilities designed and approved to accommodate 15 or more children. Includes infant centers, preschools, sick-child centers, and school-age **<u>daycare</u>** facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.
2. Family ~~Day Care~~ **<u>Daycare</u>** Home. As defined by Health and Safety Code Section 1596.78, a home that regularly provides care, protection, and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family **<u>daycare</u>** home or a small family **<u>daycare</u>** home.
    a. Large Family ~~Day Care~~ **<u>Daycare</u>** Home. As defined by Health and Safety Code Section 1596.78, a **<u>daycare</u>** facility in a single-family residence where an occupant of the residence provides family **<u>daycare</u>** for 7 to 14 children, inclusive, including children under the age of 10 years who reside in the home.
    b. Small Family ~~Day Care~~ **<u>Daycare</u>** Home. As defined by Health and Safety Code Section 1596.78, a **<u>daycare</u>** facility in a single-family residence where an occupant of the residence provides family **<u>daycare</u>** for eight or fewer children, including children under the age of 10 years who reside in the home.
    c. **<u>A small family daycare home or large family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the daycare provider resides, and includes a dwelling or a dwelling unit that is rented, leased, or owned.</u>**

Exhibit C

SMC 17.12.030 Table 2-1

(Proposed text identified with yellow box and proposed text to be deleted identified with a red strikethrough (~~Strikethrough~~)).

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) S See cited section for permit requirement – Use not allowed	Key to Zoning District Symbols RS Single-Family Residential RM Medium Density Residential RH High Density Residential			
LAND USE (1)	PERMIT REQUIRED BY ZONE			Specific Use Regulations
	RS	RM	RH	
Office – Temporary real estate	MUP	MUP	MUP	
SERVICES				
Cemetery	UP	–	–	
Daycare, Adult – 6 or fewer clients	P	P	P	
Daycare, Adult – 7 or more clients	UP	UP	UP	~~17.52.050~~
Daycare, Child – Large or Small family daycare home (1 to 14 children)	P	P	P	17.52.050
~~Day care, Child – Large family day care home (9 to 14 children)~~	~~MUP~~	~~MUP~~	~~MUP~~	~~17.52.050~~
~~Day care, Child – Small family day care home (8 or fewer children)~~	~~UP~~	~~MUP~~	~~MUP~~	
Daycare, Child – Daycare center (15 or more children)	–	MUP	MUP	17.52.050
Lodging – Bed and breakfast inn (B&B)	–	UP	UP	17.52.040
Mortuary or Funeral Home	UP	UP	UP	

SMC 17.14.030 Table 2-4
(Proposed text identified with yellow box)

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

CMX – Commercial Mixed Use
CC – Community Commercial
CRG – Regional Commercial
CA – Automotive Regional Commercial
CH – Heavy Commercial

LAND USE (1)	PERMIT REQUIRED BY ZONE					Specific Use Regs
	CMX	CC	CRG	CA	CH	
SERVICES – GENERAL						
Brewery with Restaurant	UP	UP	UP	–	UP	
Catering service	–	MUP	MUP	–	P	
Daycare, Child – Large or Small family daycare home (1 to 14 children)	P(7)	P(7)	P(7)	–	–	17.52.050
Daycare facility, child – daycare center	UP(5)	UP	UP	–	–	17.52.050
Construction contractor base	–	–	–	–	P	
Drive-through retail service	–	UP(3)	UP(3)	–	–	
Kennel, animal boarding	–	–	–	–	UP	
Lodging – Hotel or motel	UP	UP	UP	–	–	
Maintenance facility	–	–	–	–	UP	
Maintenance service – Client site services	–	–	–	–	P	
Mortuary, funeral home	–	UP	–	–	–	
Personal services	P	P	P	–	–	
Personal services – Restricted	–	–	–	–	UP	

Notes:

(1) See Article 7 for land use definitions.

(2) Office – Business/service may be allowed on ground floor with Minor Use Permit.

(3) Accessory "Alcoholic Beverage Sales" for all land uses shall require the approval of a Use Permit in accordance with Section 17.62.070.

(4) Use limited to the establishments existing in the City as of December 4, 2006.

(5) Only allowed as an accessory use to a new car sales agency.

(6) Loading and unloading activity is prohibited from occurring with the public right-of-way or a nondesignated loading zone.

(7) Only allowed as part of a legally established residential use (mixed-use or legal non-conforming): see SMC 17.98 for definitions of family daycare home.

* Only facing the alleyway between Broadway Ave. and Olympia St. and Olympia St.

(Ord. 1091 § 4 (Exh. A), 2020; Ord. 1087 § 4 (Exh. B), 2020; Ord. 1086 § 1(C) (Exh. C), 2020; Ord. 1069 § 4, 2019; Ord. 1048 § 2(1), 2018; Ord. 1046 § 1(A), 2018; Ord. 1043 § 3, 2017; Ord. 1030 § 4 (Exh. A), 2016)

Senate Bill No. 234

CHAPTER 244

An act to amend Sections 1596.72, 1596.73, 1596.78, 1597.30, 1597.45, and 1597.54 of, to add Sections 1597.41, 1597.42, and 1597.455 to, to repeal Section 1597.47 of, and to repeal and add Sections 1597.40, 1597.46, and 1597.543 of, the Health and Safety Code, relating to family daycare homes.

[Approved by Governor September 5, 2019. Filed with Secretary of State September 5, 2019.]

legislative counsel's digest

SB 234, Skinner. Family daycare homes.

Under existing law, the California Child Day Care Facilities Act, the State Department of Social Services licenses and regulates family daycare homes. Under existing law, a small family daycare home, which may provide care for up to 8 children, is considered a residential use of property for purposes of all local ordinances. Existing law authorizes a city, county, or city and county to either classify a large family daycare home, which may provide care for up to 14 children, as residential use of the property or to provide a process for applying for a permit to use the property as a large family daycare home.

This bill would instead require a large family daycare home to be treated as a residential use of property for purposes of all local ordinances.

Existing law makes void every provision in a written instrument entered into relating to real property that purports to forbid or restrict the conveyance, encumbrance, leasing, or mortgaging of the real property for use or occupancy as a family daycare home for children and every restriction or prohibition in a written instrument as to the use or occupancy of the property as a family daycare home.

This bill would also make void an attempt to deny, restrict, or encumber the conveyance, leasing, or mortgaging of real property for use or occupancy as a family daycare home and a restriction related to the use or occupancy of the property as a family daycare home. The bill would prohibit a property owner or manager from refusing to sell or rent, or refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying, a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential use to a person because that person is a family daycare provider. The bill would require the department to notify applicants for family daycare home licenses that specified housing discrimination remedies are available to a family daycare home provider, family daycare home provider applicant, or person who is claiming that any of these protections have been denied.

Existing law prohibits a local jurisdiction from imposing a business license, fee, or tax for the privilege of operating a small family daycare home.

This bill would extend that prohibition to large family daycare homes.

Existing law requires the State Fire Marshal to adopt building standards and regulations relating to the fire and life safety systems in family daycare provider homes.

This bill would require the State Fire Marshal to update those regulations in the next regulation adoption cycle, and every 3 years thereafter to conform to changes in these provisions. The bill would also require the State Fire Marshal to issue guidance on implementing the provisions prior to the publication of regulations, but not later than January 1, 2021, and would authorize guidance to be issued annually thereafter in years when the specified regulations are not updated.

The bill would also make technical and conforming changes.

The people of the State of California do enact as follows:

SECTION 1. Section 1596.72 of the Health and Safety Code is amended to read:

1596.72. The Legislature finds all of the following:

(a) That child daycare facilities can contribute positively to a child's emotional, cognitive, and educational development.

(b) That it is the intent of this state to provide a comprehensive, quality system for licensing child daycare facilities to ensure a quality childcare environment.

(c) That this system of licensure requires a special understanding of the unique characteristics and needs of the children served by child daycare facilities.

(d) That it is the intent of the Legislature to establish within the State Department of Social Services an organizational structure to separate licensing of child daycare facilities from those facility types administered under Chapter 3 (commencing with Section 1500).

(e) That good quality childcare services are an essential service for working parents.

(f) California has a tremendous shortage of regulated childcare, and only a small fraction of families who need childcare have it. Parents should be able to support their families without having to sacrifice their child's well-being.

(g) With childcare, families have more options for jobs and education to improve their prospects. Good, affordable childcare gives children a strong start and creates opportunities for families and communities.

SEC. 2. Section 1596.73 of the Health and Safety Code is amended to read:

1596.73. The purposes of this act are to:

(a) Streamline the administration of childcare licensing and thereby increase the efficiency and effectiveness of this system.

(b) Encourage the development of licensing staff with knowledge and understanding of children and childcare needs.

(c) Provide providers of childcare with technical assistance about licensing requirements.

(d) Enhance consumer awareness of licensing requirements and the benefits of licensed childcare.

(e) Recognize that affordable, quality licensed childcare is critical to the well-being of parents and children in this state.

(f) Promote the development and expansion of regulated childcare.

SEC. 3. Section 1596.78 of the Health and Safety Code is amended to read:

1596.78. (a) "Family daycare home" means a facility that regularly provides care, protection, and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family daycare home or a small family daycare home.

(b) "Large family daycare home" means a facility that provides care, protection, and supervision for 7 to 14 children, inclusive, including children under 10 years of age who reside at the home, as set forth in Section 1597.465 and as defined in regulations.

(c) "Small family daycare home" means a facility that provides care, protection, and supervision for eight or fewer children, including children under 10 years of age who reside at the home, as set forth in Section 1597.44 and as defined in regulations.

(d) A small family daycare home or large family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the daycare provider resides, and includes a dwelling or a dwelling unit that is rented, leased, or owned.

SEC. 4. Section 1597.30 of the Health and Safety Code is amended to read:

1597.30. The Legislature finds and declares all of the following:

(a) The Legislature has a responsibility to ensure the health and safety of children in family homes that provide daycare.

(b) There is an extreme shortage of regulated family daycare homes in California, and the number has decreased significantly since 2008.

(c) There continues to be a growing need for child daycare facilities due to the increased number of working parents. Parents need childcare so they can work and attend school, and so their children can thrive.

(d) Many parents prefer childcare located in their neighborhoods in family homes.

(e) There should be a variety of childcare settings, including regulated family daycare homes, as suitable choices for parents.

(f) The licensing program to be operated by the state should be cost effective, streamlined, and simple to administer in order to ensure adequate care for children placed in family daycare homes, while not placing undue burdens on the providers.

(g) The state should maintain an efficient program of regulating family daycare homes that ensures the provision of adequate protection, supervision, and guidance to children in their homes.

(h) The state has a responsibility to promote the development and expansion of regulated family daycare homes to care for children in residential settings.

SEC. 5. Section 1597.40 of the Health and Safety Code is repealed.

SEC. 6. Section 1597.40 is added to the Health and Safety Code, to read:

1597.40. (a) It is the intent of the Legislature that family daycare homes for children should be situated in normal residential surroundings so as to give children the home environment that is conducive to healthy and safe development. It is the public policy of this state to provide children in a family daycare home the same home environment as provided in a traditional home setting.

(b) The Legislature declares this policy to be of statewide concern with the purpose of occupying the field. This act, the state building code, and the fire code, and regulations promulgated pursuant to those provisions, shall preempt local laws, regulations, and rules governing the use and occupancy of family daycare homes. Local laws, regulations, or rules shall not directly or indirectly prohibit or restrict the use of a facility as a family daycare home, including, but not limited to, precluding the operation of a family daycare home.

SEC. 7. Section 1597.41 is added to the Health and Safety Code, to read:

1597.41. (a) Every provision in a written instrument relating to real property that purports to restrict the conveyance, encumbrance, leasing, or mortgaging of the real property for use or occupancy as a family daycare home is void, and every restriction in that written instrument as to the use or occupancy of the property as a family daycare home is void.

(b) An attempt to deny, restrict, or encumber the conveyance, leasing, or mortgaging of real property for use or occupancy as a family daycare home is void. A restriction related to the use or occupancy of the property as a family daycare home is void. A property owner or manager shall not refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential use to a person because that person is a family daycare provider.

(c) Except as provided in subdivision (d), a restriction, whether by way of covenant, contract, condition upon use or occupancy, or by transfer of title to real property, that restricts directly or indirectly limits the acquisition, use, or occupancy of a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential use as a family daycare home is void.

(d) (1) A prospective family daycare home provider who resides in a rental property shall provide 30 days' written notice to the landlord or owner of the rental property prior to the commencement of operation of the family daycare home.

(2) A family daycare home provider who has relocated an existing licensed family daycare home program to a rental property on or after January 1, 1997, may provide less than 30 days' written notice when the department approves the operation of the new location of the family daycare home in less than 30 days, or the home is licensed in less than 30 days, so that service to the children served in the former location not be interrupted.

(3) A family daycare home provider in operation on rental or leased property as of January 1, 1997, shall notify the landlord or property owner in writing at the time of the annual license fee renewal, or by March 31, 1997, whichever occurs later.

(4) Notwithstanding any other law, upon commencement of, or knowledge of, the operation of a family daycare home on an individual's property, the landlord or property owner may require the family daycare home provider to pay an increased security deposit for operation of the family daycare home. The increase in deposit may be required notwithstanding that a lesser amount is required of tenants who do not operate family daycare homes. The total security deposit charged shall not exceed the maximum allowable under existing law.

(5) Section 1596.890 does not apply to this subdivision.

(e) During the license application process for a small or large family daycare home, the department shall notify the applicant that the remedies and procedures in Article 2 (commencing with Section 12980) of Chapter 7 of Part 2.8 of Division 3 of Title 2 of the Government Code relating to fair housing are available to family daycare home providers, family daycare home provider applicants, and individuals who claim that any of the protections provided by this section or Section 1597.40, 1597.42, 1597.43, 1597.45, 1597.455, or 1597.46 have been denied.

(f) For the purpose of this section, "restriction" means a restriction imposed orally, in writing, or by conduct and includes prohibition.

(g) This section does not alter the existing rights of landlords and tenants with respect to addressing and resolving issues related to noise, lease violations, nuisances, or conflicts between landlords and tenants.

SEC. 8. Section 1597.42 is added to the Health and Safety Code, to read:

1597.42. The use of a home as a family daycare home, operated under the standards of state law, in a residentially zoned area shall be considered a residential use of property for the purposes of all local ordinances, regulations, and rules, and shall not fundamentally alter the nature of the underlying residential use.

SEC. 9. Section 1597.45 of the Health and Safety Code is amended to read:

1597.45. (a) The use of a home as a small or large family daycare home shall be considered a residential use of property and a use by right for the purposes of all local ordinances, including, but not limited to, zoning ordinances.

(b) A local jurisdiction shall not impose a business license, fee, or tax for the privilege of operating a small or large family daycare home.

(c) Use of a home as a small or large family daycare home shall not constitute a change of occupancy for purposes of Part 1.5 (commencing with Section 17910) of Division 13 (State Housing Law) or for purposes of local building codes.

(d) A small or large family daycare home shall not be subject to the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code.

(e) The provisions of this chapter do not preclude a city, county, or other local public entity from placing restrictions on building heights, setback, or lot dimensions of a family daycare home, as long as those restrictions are identical to those applied to all other residences with the same zoning designation as the family daycare home. This chapter does not preclude a local ordinance that deals with health and safety, building standards, environmental impact standards, or any other matter within the jurisdiction of a local public entity, as long as the local ordinance is identical to those applied to all other residences with the same zoning designation as the family daycare home. This chapter also does not prohibit or restrict the abatement of nuisances by a city, county, or city and county. However, the ordinance or nuisance abatement shall not distinguish family daycare homes from other homes with the same zoning designation, except as otherwise provided in this chapter.

(f) For purposes of this chapter, "small family daycare home or large family daycare home" includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the family daycare provider resides, and includes a dwelling or dwelling unit that is rented, leased, or owned.

SEC. 10. Section 1597.455 is added to the Health and Safety Code, to read:

1597.455. (a) A small family daycare home shall not be subject to Article 1 (commencing with Section 13100) or Article 2 (commencing with Section 13140) of Chapter 1 of Part 2 of Division 12, except that a small family daycare home shall contain a fire extinguisher and smoke detector device that meet standards established by the State Fire Marshal.

(b) A small family daycare home for children shall have one or more carbon monoxide detectors in the facility that meet the standards established in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12. The department shall account for the presence of these detectors during inspections.

SEC. 11. Section 1597.46 of the Health and Safety Code is repealed.

SEC. 12. Section 1597.46 is added to the Health and Safety Code, to read:

1597.46. (a) A large family daycare home shall abide by all standards, in addition to the requirements of the State Uniform Building Standards Code, that are specifically designed to promote fire and life safety in large family daycare homes. The State Fire Marshal shall adopt separate building standards specifically relating to the subject of fire and life safety in family daycare homes, which shall be published in Title 24 of the California Code of Regulations. These standards shall apply uniformly throughout the state and shall include, but not be limited to, all of the following:

(1) The requirement that a large family daycare home contain a fire extinguisher or smoke detector device, or both, that meets childcare standards established by the State Fire Marshal.

(2) Specification as to the number of required exits from the home.

(3) Specification as to the floor or floors on which childcare may be provided and the number of required exits on each floor.

(b) A large family daycare home for children shall have one or more carbon monoxide detectors in the facility that meet the standards established in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12. The department shall account for the presence of these detectors during inspections.

(c) Enforcement of this section shall be in accordance with Sections 13145 and 13146. A city, county, city and county, or district shall not adopt or enforce a building ordinance or local rule or regulation relating to the subject of fire and life safety in large family daycare homes that is inconsistent with those standards adopted by the State Fire Marshal, except to the extent the building ordinance or local rule or regulation applies to all residences with the same zoning designation in which childcare is provided.

SEC. 13. Section 1597.47 of the Health and Safety Code is repealed.

SEC. 14. Section 1597.54 of the Health and Safety Code is amended to read:

1597.54. (a) All family daycare homes for children, shall apply for a license under this chapter, except that any home that, on June 28, 1981, had a valid and unexpired license to operate as a family daycare home for children under other provisions of law shall be deemed to have a license under this chapter for the unexpired term of the license, at which time a new license may be issued upon fulfilling the requirements of this chapter.

(b) An applicant for licensure as a family daycare home for children shall file with the department, pursuant to its regulations, an application on forms furnished by the department, which shall include, but not be limited to, all of the following:

(1) A brief statement confirming that the applicant is financially secure to operate a family daycare home for children. The department shall not require any other specific or detailed financial disclosure.

(2) (A) Evidence that the small family daycare home contains a fire extinguisher or smoke detector device, or both, that meets standards established by the State Fire Marshal under Section 1597.455, or evidence

that the large family daycare home meets the standards established by the State Fire Marshal under subdivision (a) of Section 1597.46.

(B) Evidence satisfactory to the department that there is a fire escape and disaster plan for the facility and that fire drills and disaster drills will be conducted at least once every six months. The documentation of these drills shall be maintained at the facility on a form prepared by the department and shall include the date and time of the drills.

(3) The fingerprints of any applicant of a family daycare home license, and any other adult, as required under subdivision (b) of Section 1596.871.

(4) Evidence of a current tuberculosis clearance, as defined in regulations that the department shall adopt, for any adult in the home during the time that children are under care. This requirement may be satisfied by a current certificate, as defined in subdivision (f) of Section 121525, that indicates freedom from infectious tuberculosis as set forth in Section 121525.

(5) Commencing September 1, 2016, evidence of current immunity or exemption from immunity, as described in Section 1597.622, for the applicant and any other person who provides care and supervision to the children.

(6) Evidence satisfactory to the department of the ability of the applicant to comply with this chapter and Chapter 3.4 (commencing with Section 1596.70) and the regulations adopted pursuant to those chapters.

(7) Evidence satisfactory to the department that the applicant and all other persons residing in the home are of reputable and responsible character. The evidence shall include, but not be limited to, a criminal record clearance pursuant to Section 1596.871, employment history, and character references.

(8) Other information as required by the department for the proper administration and enforcement of the act.

(c) Failure of the applicant to cooperate with the licensing agency in the completion of the application shall result in the denial of the application. Failure to cooperate means that the information described in this section and in regulations of the department has not been provided, or not provided in the form requested by the licensing agency, or both.

SEC. 15. Section 1597.543 of the Health and Safety Code is repealed.

SEC. 16. Section 1597.543 is added to the Health and Safety Code, to read:

1597.543. (a) The State Fire Marshal shall update the building and fire standards necessary to implement the sections of this chapter relating to life and fire safety, including, but not limited to, Sections 1597.455 and 1597.46, and shall publish the updates in the California Code of Regulations (CCR) in the next Title 19 and Title 24 CCR adoption cycle.

(b) Prior to the publication of the updates required by subdivision (a), but not later than January 1, 2021, the State Fire Marshal shall issue guidance on implementing the sections listed in subdivision (a).

(c) The State Fire Marshal shall update the regulations at least every three years to conform to changes in this chapter. The State Fire Marshal may issue guidance on implementing this chapter annually in the years in which the regulations are not updated in Title 19 and Title 24 of the CCR.

O

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 15, 2021

SUBJECT: **CONSIDERATION OF THE APPLICATION AND RECOMMENDATION FROM THE PARKS AND RECREATION COMMISSION AND THE ART AND HISTORY COMMISSION FOR NAMING OF PARKS, STREETS, CITY OWNED BUILDING AND RECREATIONAL FACILITIES FOR NAMING A STREET AFTER FORMER CITY OF SEASIDE CITY MANAGER, TIM BROWN.**

RECOMMENDATION

Consider the recommendation from the Parks & Recreation and Art & History Commission to deny the application.

BACKGROUND

The City of Seaside's Park and Facility Naming Policy was initially approved by the City Council in December of 2004. In 2009 the City Council directed staff to provide a more comprehensive policy to include commemorative street name signs and plaques. Resolution NO. 09-58 which is the revised policy titled Park, Recreation Facility, City-Owned Building and Street Naming Policy was approved on November 5, 2009.

In April of 2021 staff received an Park, Recreation Facility, City-Owned Building and Street Naming application to name a street after former City of Seaside City Manager, Tim Brown. Per the policy under section IV. Naming Procedure item D it states, "Completed applications will be forward concurrently for review to the Parks and Recreation Commission and the Historical Commission at a regularly scheduled meeting within a thirty (30) day period." and item E states, "Notice of intent to name a park, recreational facility, city-owned building, or commemorative naming of a street shall be posted in public places and published in the City's paper of record during the same 30-day review period of the City's Commissions". Since the commissions are on a quarterly schedule, the 30 day review and public noticing period was missed for their regularly scheduled meetings for May. However, an item was placed on each commission's agenda to approve a date to hold a Joint Special Meeting on Monday June 28, 2021. The thirty (30) day noticing period started on Tuesday May 25, 2021 to meet the requirements for the June 28, 2021 meeting.

It states in the policy under section C. COMMEMORATIVE STREETS NAMES AND PLAQUES: subsection c. Naming after an individual who has served as a **City Official** or as a **City employee** shall occur after the person has separated from the City service and should be be based on the following criteria:

1. Made contribution over and above the normal duties required by their positions.
2. Had a positive impact on the past and future development of programs, projects, or facilities in the City of Seaside.
3. Made significant volunteer contributions to the community outside the scope of their job.
4. Had exceptionally long tenure with the City of Seaside; a minimum of ten (10) years.
5. Significant public support for a memorial to the city official or city employee on the occasion of their death or retirement.

During the joint meeting the commissions received public comments in support of the application. The motion was made and seconded: "the application to be denied due to the fact that it is contrary according to the City policy". The vote passed with eight (8) Ayes and six (6) Noes. The primary reason for the denial of the application was due to the fact the Mr. Brown only served as the City Manager for four years, which did not meet the ten (10) year minimum.

FISCAL IMPACT

There is no fiscal impact with this item. If the application is approved, it states in the policy under section **II. GENERAL** subsection I. "All costs including staff time, labor and materials associated with the installation of plaques, monuments and/or replacement of signs resulting from this policy will be borne by the individual, groups or organization sponsoring the request."

ATTACHMENTS

1. Street naming app_T.Brown

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

City of Seaside
PARK, RECREATIONAL FACILITY, CITY-OWNED BUILDING AND STREET NAMING POLICY

I. PURPOSE:

To establish a uniform policy regarding requests for the naming or renaming of City-owned land and facilities including parks, recreation facilities, buildings, streets, and the designation of commemorative street names and plaques, that are compatible with community interest and will enhance the values and heritage of the City of Seaside.

II. GENERAL :

A. This policy shall establish the guidelines, criteria and process for naming or renaming of city-owned facilities.

B. The City Council shall have the final authority to name and rename City parks, recreational facilities, city-owned buildings, streets and to designate commemorative street names and plaques.

C. Under extraordinary circumstances that would cast a negative image upon the City, any naming of city-owned facilities in honor of an individual, family or group may be revoked at the discretion of the City Council.

D. The names of individuals or corporations or groups involved in controversial enterprises or activities, such as those that would be detrimental to the mission or image of the City of Seaside should be avoided.

E. The donation of land, facilities, or funds for the acquisition, renovation or maintenance of land or facilities, shall not constitute an obligation by the City to name the land and/or facility or any portion thereof after an individual, family or organization.

F. Existing names are deemed to have historic recognition. It is the City of Seaside's policy to keep the name of any existing park, city-owned buildings, or recreational facility, particularly one whose name has City or regional significance, unless there are compelling reasons to consider such a change; after a thorough study and a unanimous vote of the City Council. Furthermore, the City will consider renaming to commemorate a person or persons, posthumously, only when the person or persons have made a major, overriding contribution to the City and whose distinctions are as yet unrecognized.

G. It is the intent of this policy to prohibit, except under extraordinary circumstance with a super majority vote (4 to 1) of the City Council and a required minimum of 2/3 of the affected property owners (as shown on the latest Monterey County Tax Roll) written approval, the changing of street names that have existing homes or businesses using the street name in their address, or streets which connect with adjacent jurisdictions.

H. Street naming and renaming shall be made by City Council resolution or as a result of an approval and recordation of a subdivision map.

I. All costs including staff time, labor and materials associated with the installation of plaques, monuments and/or replacement of signs resulting from this policy will be borne by the individual, group or organization sponsoring the request.

III. NAMING CRITERIA

A. PARKS, CITY-OWNED BUILDINGS AND RECREATIONAL FACILITIES:

1. Naming shall begin early in the development and/or acquisition as possible.
2. Names should be appropriate to the park, city-owned building, or recreational facility by reflecting the native wildlife, history, flora, fauna, geographic area, or natural geologic features related to the Community of Seaside.
3. Names can be from significant historical events, cultural attributes, a local landmark or for a historical figure.
4. Areas that can be recognized include: Points of entry, walkways, trails, room or patio within a city-owned building, recreational facilities such as group picnic areas or ball fields, and physical features such as valley, hills, streams or vista views.
5. Names which reflect the City's ethnic and cultural diversity are encouraged. Signage shall be in English.
6. Commemorative names honoring individuals or families should be based on the following criteria:
    a. made lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside;
    b. made substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility;
    c. made substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside;
    d. be associated to an economic development or redevelopment activity;
    e. had a positive impact on the lives of Seaside's residents;
    f. has volunteered for ten (10) or more years of service to the community;
    g. an individual who is to be honored shall be deceased for a minimum period of three (3) years.

B. STREETS:

1. Names shall be unique, easily discernable, and simple to pronounce for public safety consideration. Similar sounding or duplicate street names shall not be considered.
2. North and South thoroughfares shall be called streets, and East and West thoroughfares shall be called avenues or boulevards.

3. Street names may recognize native wildlife, flora, fauna or natural geologic features related to the community and the City of Seaside.
4. Names with the same theme (i.e. flowers, states) are suggested for naming streets in an entire subdivision, as a means of general identification.
5. Street names shall not contain more than 18-letter characters, including any combinations of spaces, or letters, designations in the base portion of the name.
6. Cumbersome, corrupted or modified names, discriminatory or derogatory names, from the point of view of race, sex, color, creed, ethnicity, religious affiliation, political affiliation or other social factors are not acceptable.
7. Names for public and private streets in a new subdivision shall be proposed by the developer, reviewed by the Planning Commission, approved by the City Council. The street names are adopted by the City when the final subdivision map for the development is recorded.

C. COMMEMORATIVE STREETS NAMES AND PLAQUES:

1. Commemorative street name signs are additions to the street name and will not change the street address. Existing street name shall be retained and a supplemental sign or plaques shall be installed beneath the existing street name signage. Commemorative street name signs shall consider the same criteria for naming of streets.

2. Commemorative plaques shall be placed in common areas such as the entrance columns of City Hall and public benches. In recognition of individuals that should be honored for their accomplishments and contribution to the city, a community COLUMN OF HONOR is to be established at City Hall on the entrance columns of the building. The COLUMN OF HONOR will be a permanent honor, consisting of a marker describing the honorees accomplishments, placed on a bronze plaque. Recognition will be made either at a City Council Meeting or at a special ceremony at the COLUMN OF HONOR. The applicant or sponsoring group/organization will be responsible for the cost of the plaque. If a special recognition ceremony is requested, the applicant may be charged for the cost.

3. Criteria for commemorative street names and plaques are as follows:

   a. Names honoring **individuals (posthumously)**, groups, or families should be based on the following criteria:
      i. made lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside;
      ii. made substantial contributions to the betterment of the City of Seaside which has positively impacted the lives of citizens of the City of Seaside,
      iii. be associated to an economic development or redevelopment activity in fulfillment of the City's mission;
      iv. commemorates a significant historical event;

v. contributed outstanding civic service to the City for a minimum period of ten (10) years;

vi. an individual who is to be honored shall be deceased for a minimum period of three (3) years.

b. Names of **living persons** shall be considered only under the following circumstances:

   i. The honoree contributed half or more of the cost of a major facility;

   ii. The honoree initiated or contributed major time to the establishment of the city project;

   iii. The overwhelming belief (public opinion) that the honoree would be likely be honored of that facility posthumously;

   iv. No other individual now living has, or is likely to have, greater public support for being honored;

   v. The honoree has given extraordinary service to the City and to the community;

   vi. The honoree has attained national or international prominence and achievement.

c. Naming after an individual who has served as a **City Official** or as a **City employee** shall occur after the person has separated from City service and should be based on the following criteria:.

   i. Made contribution over and above the normal duties required by their positions.

   ii. Had a positive impact on the past and future development of programs, projects, or facilities in the City of Seaside.

   iii. Made significant volunteer contributions to the community outside the scope of their job.

   iv. Had exceptionally long tenure with the City of Seaside; a minimum of ten (10) years.

   v. Significant public support for a memorial to the city official or city employee on the occasion of their death or retirement.

IV. NAMING PROCEDURE

A. A request shall be submitted in writing on the standard application form. Fees associated with administrative and hard costs for the sign or plaque placement will be at the expense of the applicant, such as sign procurement and installation costs. An application fee has been established and will be based on the most current adopted city's Fees & Charges Schedule. The payment of the application fee is required at time of application submission.

B. The applicant shall be able to provide clear evidence that the individual to be honored has made a significant contribution to the economic vitality and/or quality of life in the Seaside community.

C. The application will be reviewed for completeness based upon the naming criteria by staff in the Resource Management Services Department. All recommendations or suggestions will be given the same consideration without regard to the nomination source.

D. Completed applications will be forwarded concurrently for review to the Parks and Recreation Commission and the Historical Commission at a regularly scheduled meeting within a thirty (30) day period.

E. Notice of intent to name a park, recreational facility, city-owned building, or commemorative naming of a street shall be posted in public places and published in the City's paper of record during the same 30-day review period of the City's Commissions.

F. After the 30-day review and public comments period, the request will be placed in the agenda for the next regularly scheduled City Council Meeting as a noticed public hearing for the City Council's consideration.

City of Seaside

Application for Naming of Parks, Streets, City Owned Buildings and Recreational Facilities

Applicant's Name: Shelley M. Brown (on behalf of Tim Brown)

Mailing Address: 1635 E. OCEAN Blvd. #3F

Long BEACH, CA. 90802

E-mail: shelleybrown15@gmail.com Phone: 310-714-3158

- ☐ Park — Location
- ☐ Recreational Facility — Location
- ☒ Commemorative Street Name — Location: TBD
- ☒ Street — Location: TBD One of the new streets located at the Black Horse Bayonet Golf Course.
- ☐ City-owned Building — Location
- ☐ COLUMN OF HONOR

Yes No

☐ ☒ Honoree Name, if yes, please complete the following page.

Does this pertain to only a portion of the site or facility?

If yes, portion suggested for naming:

Shelley M. Brown
Signature

2-16-21
Date

Shelley M. Brown
Print Name

City of Seaside

Application for Naming of Parks, Streets, City Owned Buildings and Recreational Facilities

Please indicate which criteria below pertain to the application and provide a brief description of how the application meets these criteria (attach additional sheets if necessary):

Yes ☒ No ☐ Has made lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.

If yes please explain: SEE ATTACHED - #1

Yes ☒ No ☐ Has made substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility, or to the City of Seaside which has positively impacted the lives of citizens.

If yes please explain: SEE ATTACHED - #2

Yes ☐ No ☒ Has made substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.

If yes please explain:

Yes ☒ No ☐ Is associated with an economic development or redevelopment activity that meets the Mission of the City of Seaside and improves the quality of life for its residents.

If yes please explain: SEE ATTACHED - #3

Yes ☐ No ☒ Commemorates a significant historical event.

If yes please explain:

City of Seaside

Application for Naming of Parks, Streets, City Owned Buildings and Recreational Facilities

Please indicate which criteria below pertain to the application and provide a brief description of how the application meets these criteria (attach additional sheets if necessary):

Yes ☐ No ☒ The name preserves the geographic, environmental (relating to natural or physical features), historic or landmark connotation of particular significance to the area in which the land or facility is located, or for the City as a whole.

If yes please explain: ______________________________

____

Yes ☐ No ☒ The land, facility, or the funds for the purchase, construction, renovation or maintenance was donated by the individual, family or organization.

If yes please explain: ______________________________

____

Yes ☐ No ☒ An in-kind contribution or service of major and lasting significance was made to the acquisition of the land, facility, or the planning, development, construction, renovation or maintenance of a facility.

If yes please explain: ______________________________

____

Yes ☐ No ☒ The name recognizes a benefactor organization, group or business that contributed to the site or facility.

If yes please explain: ______________________________

____

Yes ☐ No ☒ The name commemorates a significant historical figure.

If yes please explain: ______________________________

____

JUSTIFICATION:

Please provide written justification supporting your proposed naming of a city owned facility or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

SEE ATTACHED — #4

Please attach petitions and/or letters of support from City community groups and organizations.

If you have any questions, please call the Resource Management Services Department at (831) 899-6825.

Please return completed application to:

City of Seaside
Resource Management Services Department
440 Harcourt Avenue
Seaside, CA 93955

FAX: (831) 899- 6211

Application for Naming of Parks, Streets, City Owned Buildings and Recreational Facilities - (Attachments)

#1. While City Manager of Seaside, my father (Tim Brown) led a team that procured 4,000 acres of Federal properties under the Fort Ord reuse authority; and it earned them a presidential citation from Bill Clinton, for land use planning to convert a military installation for civilian use.

This victory made it possible for Seaside to protect one of the greatest natural and cultural resources any city has - it's land.

#2. Don Jordan and my father (Tim Brown) made dozens of trips to Washington to lobby local representatives in Congress and the Clinton administration to give Seaside its share of land, including the golf courses and development rights from the Army property in order to begin the process of economic recovery after the closure of Fort Ord.

This brought about much growth and job opportunities for the City, and continues to have a positive impact upon the area; and the lives of the citizens who live there.

#3. Under the leadership of then-Rep. Leon Panetta, the Fort Ord Reuse Authority (FORA) was formed in 1994. One of the most important components of the Fort Ord Reuse Plan included the creation of a new California State University campus. To quote my father, "As [Seaside] adjusts to the loss of Fort Ord, it has the responsibility to plan for the future with the transition to an educational community base with the opening of the new university campus. The location of (Seaside) as the gateway to the Monterey Peninsula puts the city in an ideal situation to capitalize on the economic development of the area."

My father (Tim Brown) not only played a major role in the development of that new California State University campus (which is now Cal State Monterey Bay), but he, together with then-Mayor Don Jordan, was responsible for the acquisition of Bayonet and Blackhorse golf courses from the army; as well as a number of development projects such as the construction of the 225-room Embassy Suites Hotel in October 1996. It had taken 20 years to finish the project, and my father was very proud that the project was completed during his time as City Manager.

These accomplishments (along with many others) not only meet the economic and redevelopment Mission of the City of Seaside, but they have improved the quality of life for its residents.

#4. I believe the City of Seaside should name a street in honor of my father Tim Brown, who served as City Manager from June 1994 to November 1998, for the positive and lasting impact he's made upon the city.

My father, who passed away in November 2011, would have been 75 this year (October 22nd), and this honor would have meant so much to him. He loved Seaside more than anything, and hated that he had to walk away when he did. There was so much more that he wanted to do; so much more that he wanted to accomplish for the city.

Although he had his fair share of critics, I think Mayor Felix Bachofner, who was a planning commissioner during my father's time with the city, said it best, "Part of the reason [my dad] was controversial was because there was just a lot of political controversy at the time. We had different visions, but he did a number of things that did benefit the city." [Source: Monterey Herald| Published Nov. 16th, 2011| Updated: Sept. 11th, 2018] Looking back now, I think many people would agree.

My father dedicated his life to public service, and over the years his work benefited a lot of Cities. But the work he was most proud of, was the work he did while serving as City Manager for the City of Seaside.

Please help me and my family commemorate my father's 75th birthday (10-22-21); and the 10 year anniversary of his death (11-4-21), by naming a street, park, or public building after him. It would mean so much to us to be able to honor him in this way because he was not only a great City Manager, he was also a great Dad, Husband, Brother, Grandfather, Son, Uncle, and Friend to all that knew him.

In short, Tim Brown was a great man, who deserves to be publicly recognized for his commitment; hard work; and dedication to the advancement and improvement of the City of Seaside.

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: July 15, 2021

SUBJECT: **PROVIDE DIRECTION FOR THE 2021/22 COMMUNITY SOCIAL SERVICES GRANT (CSS)**

RECOMMENDATION

Consider and discuss the CSS grant process.

BACKGROUND

In August 2020 the City of Seaside released a Request For Proposals (RFP) for community organizations to respond to on or before September 8, 2020. The goal of the RFP was to seek proposals to enhance community / social services across a wide spectrum of needs including education, recreation, social work, public health, public safety, mental health, youth development, elder care, community building and restoration and homelessness and housing advocacy. $320,000 was budgeted in the FY20/21 fiscal year.

An ad-hoc committee consisting of city staff, community and social service professionals, and community residents, were responsible for reviewing the proposals / applications. Twelve proposals were received and reviewed by the committee. The proposals were scored, ranked and presented to council at the October 15th, 2020 meeting.

<u>CSS Grant awards</u>
Community Human Services at $50,000.00.
The Village Project Inc. at $116,820.00.
Community Partnership for Youth at $100,000.00.
Meals on wheels at $20,000.00.
Sun Street Centers at $30,760.00.
Seaside Aquatics Club (The Dolphins) at $2,420

Total award: $320,000

On June 17, 2021 Council approved another cycle of Community Social Services grants to be disbursed. Council also expressed a desire for a different process for the selection of applicants at the October 2020 and June 17th, 2021 meetings.

The following options are listed to help guide the discussion and are not "set in stone", staff looks forward to the Council providing direction and finalizing what process will best serve the community.

<u>Option 1:</u>
The CSS Grant program is revamped to mirror the Mayor's Youth Fund program and process. Community based organizations would complete an application for grant funding, and if approved by Council submit a closing report 60 days after their program ends. All funding requests would go before the council for consideration. Maximum funding limits will need to be considered if that is the will of the Council.

<u>Option 2</u>:
The CSS Grant program's process remains the same as last fiscal year, with the exception that the ad hoc committee members are appointed by the Council.

<u>Option 3</u>:
The CSS Grant program's process remains the same as last fiscal year, with the exception that 33% of funds or a Council directed percentage will be set aside for new community based organizations / programs. As an example 33% of $320,000 is $105,600.

FISCAL IMPACT

Council approved the $320,000 Community Social Services Grant funding in the FY 2021/22 budget.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.C.

TO: City Council

BY: Craig Malin, City Manager

DATE: July 15, 2021

SUBJECT: **HYBRID CITY COUNCIL MEETINGS CONTINUATION**

PURPOSE & RECOMMENDATION

Approve continuation of hybrid meetings, to include participation via Zoom, through September of 2021, or until State emergency authorization is rescinded, if prior.

BACKGROUND

At the June 28 Special Council Meeting, the City Council established that Council Meetings will be at City Hall, with all participants masked, and participation via Zoom will be facilitated. The July 1 City Council Meeting operated consistent with those parameters, to good effect.

At the June 28 Special Council Meeting, Councilmembers asked that the Zoom participation component of the meeting return to the agenda on July 15 for review and further direction.

Based on Council direction, staff will advertise and prepare future meetings as appropriate.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

Craig Malin, City Manager