



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, November 3, 2022

5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To participate in this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To participate by phone: Please call (669) 900-9128
Enter the meeting ID 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make 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 2:00 p.m. on the day of the meeting.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9.

IN PERSON PARTICIPATION INSTRUCTIONS

Members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Alexis Garcia-Arrazola	Council/Agency 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 for "Presentations" on this agenda are also taken at this time; 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. PRESENTATION OF THE KEY TO THE CITY TO JOY ANDERSON (MAYOR OGLESBY)

B. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS & COMMUNITY ENGAGEMENT SPECIALIST)

C. CAPITAL IMPROVEMENT PROGRAM UPDATE (NISHA PATEL, PUBLIC WORKS DIRECTOR/ CITY ENGINEER)

D. QUARTER ONE CITYWIDE FINANCIAL UPDATE (VICTOR DAMIANI, FINANCE DIRECTOR)

8. CONSENT AGENDA

A. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

RECOMMENDATION: Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing teleconference (Zoom) hybrid meetings.

B. APPROVE MINUTES FROM OCTOBER 20, 2022

RECOMMENDATION: Approve minutes from October 20, 2022 as presented in the agenda packet.

C. APPROVE A PROCLAMATION HONORING THE LIFE AND LEGACY OF DON JORDAN

RECOMMENDATION: Approve a proclamation honoring the late Mayor Don Jordan, who served as a City Council Member from 1991-1994, and 2004-2008; and as Mayor from 1994-1998.

D. APPROVE A PROCLAMATION HONORING THE LIFE AND LEGACY OF ALICE JORDAN

RECOMMENDATION: Approve a proclamation honoring the life and legacy of Mrs. Alice Jordan.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL 4171 ROBOTICS TEAM

RECOMMENDATION: Approve a request from Seaside High School 4171 Robotics Team for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their First Robotics Competition at Monterey Bay and Silicon Valley Regionals.

F. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE AQUATIC CLUB

RECOMMENDATION: Approve a request from Seaside Aquatic Club for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with the operations of the team.

G. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM REBELS DREAM TEAM

RECOMMENDATION: Approve a request from Rebels Dream Team for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of team apparel, new equipment and tournament fees for their baseball team.

H. APPROVE A FEE WAIVER FROM THE "RECOGNIZING MILITARY SERVICE CENTER" FOR THE USE OF THE LAGUNA GRANDE HALL FOR THEIR VETERANS CELEBRATION ON NOVEMBER 12, 2022

RECOMMENDATION: Approve the fee waiver request from the "Recognizing Military Service Center" for the use of Laguna Grande Hall to hold their Veterans Celebration in the amount of \$398.25, the organization will provide the City with the non-refundable portion of the deposit of \$92.25.

I. ADOPT A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR FY 2022/23 FOR SPENDING UNDER POLICE DEPARTMENT SPECIAL REVENUE FUNDS 243 & 241: \$15,000.00 FOR FUND 243; PENINSULA REGIONAL VIOLENCE & NARCOTICS TEAM (PRVNT) AND \$15,000.00 FOR FUND 241; ASSET FORFEITURE

RECOMMENDATION: Adopt a resolution authorizing a budget amendment for the fiscal year 2022/23 adopted budget appropriating funds from fund 243 & 241

J. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT TO RRM DESIGN GROUP FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION NO. 2 PROJECT FOR AN AMOUNT NOT TO EXCEED \$986,404.00

RECOMMENDATION: Adopt a resolution approving a professional services agreement to perform Architectural and Engineering Services for Fire Station No. 2 Project with RRM Design Group for an amount not to exceed \$986,404.00.

K. ADOPT A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING FIRE STATION NO. 2 CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$20,993,811.00.

RECOMMENDATION: Adopt a resolution expressing official intent regarding Fire Station No. 2 capital expenditures to be reimbursed from proceeds of tax-exempt obligations in an amount not to exceed \$20,993,811.00.

L. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS INC IN THE AMOUNT OF \$70,000.00 FOR DEVELOPMENT REVIEW SERVICES FOR THE GRAND HYATT SEASIDE RESORT HOTEL TO BE REIMBURSED BY THE

DEVELOPER

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with CSG Consultants Inc in the amount of \$70,000.00 for development review services for the Grand Hyatt Seaside Resort Hotel.

9. PUBLIC HEARING

A. ADOPTION OF AN ORDINANCE MODIFYING SEASIDE MUNICIPAL CODE SECTIONS 17.52.251 AND 17.52.252 PERTAINING TO SHORT-TERM RENTAL PROGRAM (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: 1. Introduce and hold first reading of an Ordinance to amend Seaside Municipal Code Sections 17.52.251 and 17.52.252 pertaining to Short-term Rentals; and
2. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

B. ADOPTION OF AN ORDINANCE AMENDING CHAPTER 15 OF THE SEASIDE MUNICIPAL CODE ADOPTING THE 2022 EDITIONS OF THE CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, ENERGY, GREEN BUILDING STANDARDS, FIRE CODES, AND RELATED MODEL CODES WITH AMENDMENTS (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Adoption of an ordinance amending Chapter 15 of the Seaside Municipal Code relating to buildings and construction, repealing and adopting by reference the 2022 California Building Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, the California Electrical Code, the California Green Building Standards Code, the California Energy Code, the California Fire Code, and amendments thereto.

10. BUSINESS ITEMS

A. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO DENY A RED CURB ON JUAREZ STREET AND AN ADDITIONAL DRIVEWAY ON AMADOR AVENUE

RECOMMENDATION: 1) Deny installation of the red curb at 1841 Juarez Street, and 2) Deny installation of an additional driveway approach at 700 Amador Avenue.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

**12. CITY ATTORNEY, CITY MANAGER, MAYOR AND CITY COUNCIL
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

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO
GOVERNMENT CODE SECTION 54957**

POSITION: CITY ATTORNEY

**B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE SECTION 54956.9:**

Potential Litigation (2 Matters)

**C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE SECTION 54956.9: EXISTING LITIGATION**

Petrovich Development Company, LLC v. City of Seaside, et al.
Monterey County Superior Court 21CV003630

**D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE SECTION 54956.9 (EXISTING LITIGATION)**

Committee for Sound Water and Land Development of Fort Ord v. Seaside, et al.
Sixth District Court of Appeal
Case No: H049031

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 17, 2022
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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: November 3, 2022

SUBJECT: ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

RECOMMENDATION

Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing teleconference (Zoom) hybrid meetings.

BACKGROUND

On or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code Section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing. In the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections. In the months of April through August 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff. Government Code Section 54953(e), authorizes remote teleconference meetings without complying with the notice requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency.

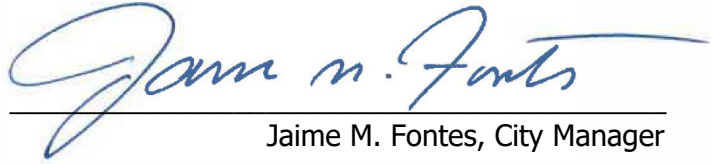
FISCAL IMPACT

Zoom account and on-line services are already included in the budget.

ATTACHMENTS

1. AB361 Resolution

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

MAKING FINDINGS FOR AND AUTHORIZING REMOTE TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e)

WHEREAS, on or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing; and

WHEREAS, in the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections; and

WHEREAS, in the months of April, May, and June 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff; and

WHEREAS, on or about June 2, 2022, the Center for Disease Control designated Monterey County to be a county of high community transmissibility for COVID given the increase in the number of COVID cases and the increase in the use of hospital beds (as compared to the previous weeks); and

WHEREAS, Government Code Section 54953(e), authorizes the remote teleconference meetings without complying with the noticing requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency; and

WHEREAS, the City Council now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the City of Seaside, to conduct remote electronic/teleconference meetings without compliance with Government Code Section 54953(b)(3).

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued spread of the virus in Monterey County, the notable increase in COVID cases amongst City residents and City staff are grounds to authorize the use of remote teleconference participation pursuant to Government Code section

54953(e) when determined by the City to be necessary, in the conduct of the City's business.

3. The City Manager and City Attorney shall ensure that all City bodies are authorized to conduct their meetings via the hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, but not limited to, conducting open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and/or other applicable provisions of the Brown Act.

This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days, unless extended by the City Council.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 3rd day of November, 2022, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, October 20, 2022
5:00 PM

1. CALL TO ORDER

Mayor Pro Tem/Vice Chair Pacheco called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Rev. Kenneth Murray (Ocean View Baptist Church); and the pledge was led by Council/Agency Member Garcia-Arrazola.

4. REVIEW OF AGENDA

City Manager Fontes announced that item 8H (...) is requested to be postponed to November 3, 2022 Council meeting. Mayor Pro Tem Pacheco asked that meeting be closed in the honor of former Mayor Don Jordan.

5. PUBLIC COMMENT

Ben Bruce, Jorge, Giselle, Peter Kaiser

6. PUBLIC AGENCY COMMUNICATIONS

A. CALIFORNIA AMERICAN WATER UPDATE (JOSH STRATTON, EXTERNAL AFFAIRS MANAGER)

Mr. Stratton, Cal-Am provided a presentation about water supply constraints, current supplies status, conservation program, and responded to questions from the Council.

7. PRESENTATIONS

A. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO,

COMMUNICATIONS & COMMUNITY ENGAGEMENT SPECIALIST)

Mr. Altamirano provided the presentation and responded to questions from the Council.

B. RECEIVE STATUS UPDATE OF THE CITY'S ACCESSORY DWELLING UNIT WATER ALLOCATION PROGRAM (ANDREW MYRICK, COMMUNITY & ECONOMIC DEVELOPMENT PLANNING MANAGER)

Mr. Myrick provided the presentation and responded to questions from the Council.

8. CONSENT AGENDA

Mayor Pro Tem Pacheco read the consent agenda items and asked if any items would be pulled. Mayor Pro Tem Pacheco pulled item 8E and Council/Agency Member Wizard pulled item 8G. There were no comments from the public.

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda except for items 8E and 8G; and acknowledging that item 8H would be heard on November 3, 2022.

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: Oglesby

A. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT QUARTERLY REPORT

ACTION: APPROVED

B. APPROVE MINUTES FROM OCTOBER 6, 2022

ACTION: APPROVED

C. APPROVE PROCLAMATION RECOGNIZING THE MONTH OF NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH

ACTION: APPROVED

D. PROCLAMATION RECOGNIZING NOVEMBER 7-13, 2022, AS OPERATION GREEN LIGHT WEEK IN SUPPORT OF VETERANS SERVICE TO OUR COMMUNITY

ACTION: APPROVED

E. PROCLAMATION HONORING THE LIFE AND LEGACY OF REVEREND DR. HERBERT H. LUSK, II

Mayor Pro Tem Pacheco pulled the item and presented the proclamation to the family. Dr. Bettye Lusk received the proclamation on behalf of the family. There were no comments from the public.

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the proclamation honoring Rev. Dr. H.H. Lusk, II.

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: Oglesby

ACTION: PROCLAIMED

F. PROCLAMATION HONORING THE LIFE AND LEGACY OF BILLY F. DEBERRY

ACTION: PROCLAIMED

G. AUTHORIZING THE APPLICATION AND ADOPTING THE PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

Council/Agency Member Wizard pulled the item. City Manager Fontes and Mr. Myrick responded to questions. There were no comments from the public.

On motion by Council/Agency Member Wizard and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to authorize the application and adopting the plan for the Permanent Local Housing Allocation Program.

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: Oglesby

ACTION: ADOPTED RESO #22-136

H. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO DENY A RED CURB ON JUAREZ STREET AND AN ADDITIONAL DRIVEWAY ON AMADOR AVENUE

This item was postponed to the November 3, 2022 meeting.

9. **BUSINESS ITEMS**

A. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE PURCHASE FINANCING FOR A FIRE ENGINE AND A STREET SWEEPER IN THE AMOUNT OF \$1,367,000.00

Victor Damiani, Finance Director presented the item and responded to questions from the Council. There were no comments to the public.

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing the City Manager to execute a lease purchase financing for a fire engine and a street sweeper in the amount of \$1,367,000.00

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: Oglesby

ACTION: ADOPTED RESO #22-137

B. APPROVE A NEW TRAFFIC CALMING PROGRAM AS RECOMMENDED BY THE TRAFFIC ADVISORY COMMITTEE

Nisha Patel, City Engineer, introduced the item and David Parisi, Consultant that presented the item and responded to questions from the Council.

Public Comment: Tanja Roos, Peter Kaiser,

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the new traffic calming program as recommended by the Traffic Advisory Committee, and replacing the existing program adopted in 2016.

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: Oglesby

ACTION: APPROVED

C. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR RED CURB ON CITY STREETS AND A NEW BUS STOP ON NOCHE BUENA STREET

Patrick Grogan, Associate Engineer presented the item and responded to questions from the Council. Michelle Overmeyer, Director of Planning & Innovation, Monterey-Salinas Transit provided comments about the activity of the bus stops and acknowledge concerns shared.

City Clerk Dominique Davis advised the Council that two items of public comment were received on this item in advance of the meeting.

Public Comment: Dianne Nielson, Andrea Williams, Tanja Roos

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve a new bus stop on the northwest corner of Noche Buena Street and San Pablo Avenue (item 1); and approve installation of red curb east and west of the driveway at 1210-1212 San Pablo Avenue (item 2).

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: Oglesby

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to deny a red curb for 1538 Hilby Avenue (item 3).

RESULT: 3-1-0-1

AYES: Campbell, Garcia-Arrazola, Wizard

NOES: Pacheco

ABSTAIN: None

ABSENT: Oglesby

ACTION: APPROVED ITEMS 1 & 2; DENIED ITEM 3

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Address parking issues on Broadway Avenue (Pacheco)

Council/Agency Member Wizard inquired as to whether the City Attorney would explore and consider the possibility to empower parking control officers to initiate a tow instead of exclusively the duty of a sworn law enforcement officer. City Attorney Damon responded that parking control officers have existing powers to initiate such activity and is conducted based on whether the action is warranted and actionable.

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Shopping Cart Ordinance (Oglesby)
2. Parking Limitations in the Neighborhood Parks (Oglesby)

City Manager Fontes provided an update on the items.

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

Reports provided.

12. CLOSED SESSION

City Attorney Damon read the closed session items and did not anticipate any reports.

Mayor Pro Tem made comments in honor and recognition of the passing of Mayor Don Jordan.

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Human Resources Director/Risk Manager; Donna Williamson, Labor Negotiator.

Employee Organization: Seaside Public Safety Managers

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: A portion of APN 031-151-057 located generally east of General Jim Moore Blvd., West of Chapel Drive and North of Chapel Road

Agency Negotiators: City Manager, et. al

Negotiating Parties: United States Army and City of Seaside

Under Negotiation: Price, Terms of Payment, or Both

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: A portion of APN 031-151-055 is generally located east of General Jim Moore Blvd, south of Lightfighter and north of Gigling, commonly known as the Presidio of Monterey (POM) Firestation

Agency Negotiators: City Manager, et. al

Negotiating Parties: United States Army and City of Seaside

Under Negotiation: Price, Terms of Payment, or Both

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: A portion of APN 031-052-039 directly adjacent to east of Monterey Road
Agency Negotiators: City Manager, et. al
Negotiating Parties: Seaside Basin Watermaster and Successor Agency of
Seaside/City of Seaside
Under Negotiation: Price, Terms of Payment, or Both

**E. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE SECTION 54956.9: POTENTIAL LITIGATION**

Potential Litigation (2 Matters)

13. ADJOURNMENT

With no further business, the meeting adjourned in honor of Mayor Don Jordan at
9:06 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor

City of Seaside

Proclamation

In Recognition of Don R. Jordan

July 26, 1942 - October 19, 2022

WHEREAS, Don Robey Jordan, a native of Bogalusa, La was born on July 26, 1942 to the proud parents of the late Mary Wilson Jordan and Albert Lourn Jordan; and

WHEREAS, a 1960 graduate of Central Memorial High School in Bogalusa, La. Don attended Southern University A&M College in Baton Rouge, La where he received a B. S. Degree in Mathematics and Physics; and

WHEREAS, upon graduation in 1964, he was commissioned 2nd Lieutenant in the U. S. Army Air Defense Branch; and

WHEREAS, He was assigned Air Defense Operations Officer for U.S., South Korean Air Defense Forces and U.S. Army Combat Development Experimentation Command in Fort Ord, CA as an Operations Research and System Analyst; and

WHEREAS, upon retirement from the Army, Major Don Jordan made Seaside, California his home; and

WHEREAS, Don got busy putting into action his leadership skills and team spirit to become involved in community service, where he became a political activist and

WHEREAS, Don served on the City Council from 1991-1994, and twice elected as Mayor of Seaside from 1994-1998, Don made a major difference within his community. His many accomplishments, accolades, and development changes impacted many residents for the better; and

WHEREAS, the major developments he brought to Seaside molded plans for a better tomorrow. Don set the blueprint for Seaside to always rise above; and

WHEREAS, He was involved in numerous ventures to make available resources to Seaside, including assisting Cal State University, Monterey Bay (CSUMB) with occupying some of the former Ft. Ord land, assisted with the opening of Smart and Final Grocery Store, and Walgreens Pharmacy. He was heavily involved in providing many programs for our senior citizens and our youth; and

WHEREAS, Don served on various boards including The Boys and Girls Club, Seaside Kiwanis, a life member of Southern University Alumni, NAACP and many other organizations. He also served as deacon at Friendship Baptist Church; and

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize the life and legacy of Mayor Don R. Jordan for his many accomplishments and community leadership, and express the appreciation of the community for his outstanding service and dedication to this community.



Ian N. Oglesby, Mayor

City of Seaside

Proclamation

In Recognition of Alice L. Jordan

August 31, 1943 - September 30, 2022

WHEREAS, Alice Lorene “Rene” Jackson was born August 31, 1943, in Osyka, Ms. to the late Clarence and Elnora Jackson both originally from Mississippi but reared their children in Hammond, Louisiana; and

WHEREAS, Alice graduated from Southern University with a Bachelor and master’s degree in Education. She also received her MBA from Atlanta University in Atlanta, Georgia. After graduating from college, she began her teaching career in Louisiana and Indiana. Later in her career she began working at the Pharmaceutical Company Eli Lilly in Sales and Marketing in Indianapolis, Indiana; and

WHEREAS, Alice was the first African American to retire from Eli Lilly with over 20 years of service; and

WHEREAS, In December of 1999 she married the Love of her life Don R. Jordan and moved to Seaside, California. Alice joined Don in becoming very active in civic and community involvement; and

WHEREAS, Alice had a passion for getting young people involved with voting rights and encouraging students to attend college. Her favorite passion was working on the annual Martin Luther King Day program; and

WHEREAS, Alice and Don were very instrumental in the naming of OBAMA WAY in Seaside California; and

WHEREAS, She was involved in many organizations which included the Kiwanis Club of Seaside, National Pan Hellenic Council, Inc. Monterey Bay Chapter, Delta Sigma Theta Sorority Inc. (Life Member), Monterey Bay Links, Incorporated, Monterey Branch NAACP, Boys and Girls Club of Monterey, Seaside High School Key Club International and Southern University Alumni Association; and

WHEREAS, Alice was also named Monterey County Outstanding Woman of the Year in 2008. Also, Seaside Business and Professional Woman of the Year 2009. She was a deaconess at the Friendship Baptist Church in Seaside; and

WHEREAS, having lived an extraordinary and exceptional life she is survived by a wonderful family including Sister Earnestine Jones, Stepchildren, and grandchildren; and

WHEREAS, She was preceded in death by her parents Clarence and Elnora Jackson, Sisters, Ruth Bean Gooden and Christine Jackson; and

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize the life and legacy of Alice Jordan for her many accomplishments and community leadership, and express the appreciation of the community for her outstanding service and dedication to this community.



Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: November 3, 2022

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL 4171 ROBOTICS TEAM**

RECOMMENDATION

Approve a request from Seaside High School 4171 Robotics Team for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their First Robotics Competition at Monterey Bay and Silicon Valley Regionals.

BACKGROUND

The Seaside High School 4171 Robotics Team is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help with the costs associated with their First Robotics Competition at Monterey Bay and Silicon Valley Regionals. The contribution will allow them to build a robot out of recycled materials. This allows for less capital waste and reduces environmental debris.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the December 20, 2018 City Council Meeting. They submitted their 2018 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 (601-2106) is \$68,349.43. If the City Council approves this request, the balance will decrease to \$65,349.43. This is for fiscal year 2022/23.

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 at the next available City Council meeting.

The City Council has also allocated \$10,000 from the general fund for fiscal year 2022/2023 to the Robotics Team. This request is separate and in addition to the \$10,000 already allocated.

ATTACHMENTS

1. MYF Seaside High School Robotics 2022
 2. W-9 Seaside High School Robotics 2022
 3. Mayor's Youth Fund Closing Report - Seaside High School Robotics 2018
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...
Date: 10/19/2022 4:33 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

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 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 people - up to \$1,500

- Groups of 21 or more people - 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	Seaside High School 4171 Robotics Team
Name	Haley Catudal
Email Address	shs.baybots4171@gmail.com
Address	2200 Noche Buena St.
City	Seaside
State	CA
Zip Code	93955
Phone Number	(831) 392-3530
Additional Phone Number	(760) 220-9621
Percentage of Residents or Students of Seaside	100%

Number of Participants	21
Ages of Participants	14-18
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:	Environmental, Scholastic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Our robotics team will use your contribution to participate in the First Robotics Competition (FRC) at Monterey Bay and Silicon Valley Regionals. The first regional event registration costs \$6,000 with subsequent registrations costing \$3,000 each. Funding is also required to purchase materials and tools needed to fabricate the robot.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	Our robot will be comprised of various recycled materials. Reusing discarded materials allows us to minimize capital waste and reduce environmental debris.
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 are actively receiving sponsorships from our local community, including the Naval Post Graduate School. We also participate in school fundraising events. Other sources of funding come from grants through FRC.
Total Amount Requested:	\$3000.00
Electronic Signature Agreement	I agree.
Electronic Signature	Haley A. Catudal

Date

10/19/2022

Email not displaying correctly? [View it in your browser.](#)

Request for Taxpayer Identification Number and Certification

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

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

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.

Monterey Peninsula Unified School District

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) ► **K-12 School District**

5 Address (number, street, and apt. or suite no.) See instructions.

700 Pacific Street/P.O. Box 1031

6 City, state, and ZIP code

Monterey, California 93942-1031

7 List account number(s) here (optional)

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.)

Requester's name and address (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

77 - 0320712

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: December 20, 2018

Name of Organization: Baybots 4171 Robotics Team

Contact: Kaylee Horn

Address: 2700 Noche Buena Seaside, CA 93955

Email/Phone: baybots4171@gmail.com

Amount of Donation Received: \$2,000.00

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

New camera, hotel costs, t-shirts, new tools and parts.

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.

Between the dates of January 5, 2019 and February 16 the team will be creating a robot from previous supplies as well as new technologic advancements.

Signature: Kaylee Horn

Date: January 14, 2019

*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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: November 3, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE AQUATIC CLUB**

RECOMMENDATION

Approve a request from Seaside Aquatic Club for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with the operations of the team.

BACKGROUND

The Seaside Aquatic Club is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with the swim team, which include pool rental fees, pool maintenance, supply costs, Red Cross registration fees, and costs for staff. Funds are also established to help subsidize low-income swimmers from the Seaside High School Swim Team who are interested in swimming year round.

The Seaside Aquatic Club participates in the annual Coastal Clean-up Day held each year in Monterey County and they also recycle soda cans and plastic materials as a fundraiser for the team. The Seaside Dolphins hold three major fund raisers each year to help support the team and to keep fees affordable.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the September 02, 2021 City Council Meeting. They submitted their 2021 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 is the Mayor's Youth Fund account (601-2106) is \$65,349.43. If the City Council approves this request, the balance will decrease to \$62,349.43. This is for fiscal year 2022/23.

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 at the next available City Council meeting.

ATTACHMENTS

1. MYF Seaside Aquatic Club - The Dolphins 2022
 2. W-9 - Seaside Aquatic Club 2022
 3. Mayors Youth Fund Closing Report 2021
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

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 N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside Aquatic Club – The Dolphins
Coach Ken Fittro

Address: P.O. Box 950, Seaside, CA 93955

Email: backstrider@aol.com

Phone Number: Cell: (831) 402-0312

Name of Individual: Team

% Residents or Students of Seaside: 70%

of Participants: 100+

Ages: 5 - 18

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

XX

Is funding a reward for one of these activities? Funding is to help with costs associated with the team including pool rental fees, swim meet registration fees for low-income participants.

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

The Seaside Aquatics Club-The Dolphins

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.

All funds raised are specifically used to support the costs associated with the swim team; pool rental fees, pool maintenance and supply costs and safety and Red Cross registration fees. Funds also are established to help subsidize low income swimmers from the Seaside High School Swim Team who are interested in swimming year round. Related to the goals of recycling, clean-up and sustainability, the swim team participates in the annual Coastal Clean-up Day held each year in Monterey County and also recycles soda cans and plastic materials as a fundraiser for the team. Since they swim at Seaside High School they also participate in school clean up days after swim practices.

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

The Seaside Dolphins hold three major fund raisers each year to help support the team and to keep fees affordable so that everyone can participate including: 4th of July Fireworks sales, the annual Swim For Funds event, and volunteer participation in the Big Sur Marathon.

*Total Amount Requested: (See Contribution limits) \$3000.00

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.

SEASIDE AQUATICS CLUB – THE DOLPHINS

PO BOX 950

SEASIDE, CA 93955

October 18, 2022

Mayor Ian Oglesby
City of Seaside
440 Harcourt
Seaside, CA 93955

Dear Mayor Oglesby and Council Members:

Attached is an application for funding from the Mayor's Youth Fund for the Seaside Aquatic Club. Our club has a long history in the City of Seaside and was started in 1994 at the Pattullo Swim Center under the City of Seaside. It became a non-profit organization in early 1997; starting with a handful of youth and has grown to over 100 strong.

We currently swim at pools on the Monterey Peninsula including the Pattullo Swim Center, Seaside High School and Hartnell College. We believe that swimming is an equal opportunity sport and anyone can participate and nobody should be excluded. Swimming allows young people the opportunity to train individually and learn together as a team. Swimming fosters positive relationships and having a diverse team makes our community better. It is also the only sport that can save a child's life.

Public schools have cut PE aquatics classes and minority participation in aquatics is historically very low. Approximately 60% of African Americans and Hispanics have low to no swimming ability and minorities have a high drowning rate in the United States.

Our team relies on donations from a variety of sources but costs continue to rise. This donation will go towards expenses related to the team including pool rental fees, youth scholarships and Red Cross training materials and training. Many of our members become strong swimmers and we provide training for them to become Red Cross certified lifeguards. This training allows them to become employed as lifeguards at many of the local pools including the Pattullo Swim Center.

The team is a strong supporter of the goals related to recycle, clean-up and green sustainability. We recycle hundreds of pounds of bottles and cans year round and use those proceeds to help fund our program. Each year we also participate in the annual county beach cleanup days that are held on local beaches. We use this opportunity to teach our swimmers the importance of volunteering and stewardship of beaches. The team also participates in open water swims such as the Alcatraz Swim held each year. Many of our swimmers participate in these swims and practice for them in the Monterey Bay.

We are requesting a donation of \$3,000.00 and would appreciate your consideration of our request.

Sincerely,

Kenneth Fittro

Head Coach - Seaside Aquatics Club – The Dolphins

SEASIDE AQUATICS



**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Seaside Aquatics Club, Inc.

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) ▶

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.)
238 Mortimer Lane

6 City, state, and ZIP code
Marina, CA 93933

7 List account number(s) here (optional)

Requester's name and address (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

7	7	-	0	4	7	4	0	1	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Tina Ciani*

Date ▶ *5/24/22*

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 released it) is at www.irs.gov/irb.

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:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued;
- Certify that you are not subject to backup withholding; or
- 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
- 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.

MAYOR'S YOUTH FUND CLOSING REPORT

Date Mayor's Youth Fund Was Approved By Council: September 2, 2021

Name of Organization: Seaside Aquatics Club

Contact: Kenneth D. Fittro, Head Coach

Address: P.O. Box 950, Seaside, CA 93955

Email/Phone: backstrider@aol.com 831 402-0312

Amount of Donation Received: \$3,000.00

What items were purchased with Mayor's Youth Fund Donation:

Aquatics equipment, pool rental fees.

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 photo.

The swim team actively takes part in recycling on a day to day basis. They collect plastic bottles as a fundraiser for the team and also do cleanups for the areas around the pools and campuses that they use as a team building exercise. Pre-covid they participated in beach cleanup days along the beach areas of Monterey and Seaside.

Signature:



Date: September 28, 2021

- 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: November 3, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM REBELS DREAM TEAM**

RECOMMENDATION

Approve a request from Rebels Dream Team for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of team apparel, new equipment and tournament fees for their baseball team.

BACKGROUND

The Rebels Dream Team is Requesting a Donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of team apparel, new equipment, and tournament fees for their baseball team. Rebels Dream Team is a nonprofit youth traveling baseball organization based in Seaside, California. The team cleans up after each game and gathers all the cans and bottles to recycle.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Rebels Dream Team is requesting a donation for their baseball team.

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 is the Mayor's Youth Fund account (601-2106) is \$62,349.43. If the City Council approves this request, the balance will decrease to \$59,349.43. This is for fiscal year 2022/23.

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 at the next available City Council meeting.

ATTACHMENTS

1. MYF Rebels Dream Team - Baseball 2022
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**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: Rebels Dream Team Baseball

Name of Applicant: John Huynh

Address: 1137 Echo Ave. Apt. 2 City: Seaside State: CA

Phone: 831-260-5467 Email: rebelsdreamteam@gmail.com

Number of Participants: 27 Seaside Residents / Students: 75 % Ages: 10, 11, 12, 13, 14

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, Baseball Team

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

We are a non profit youth travel baseball
organization based here in Seaside, CA

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

The funds will go towards team apparel,
equipment and tournament fees to play. The team
cleans up after each game and gathers all the cans &
bottles to recycle.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? We are less than
a year old so we haven't yet planned any funding
but we are planning on doing prize raffles
and food fundraisers.

Total Amount Requested: (See contribution limits) \$ 3,000

Applicant Signature: _____

Date: 10/20/2022

Page 3 of 4



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: November 3, 2022

SUBJECT: APPROVE A FEE WAIVER FROM THE "RECOGNIZING MILITARY SERVICE CENTER" FOR THE USE OF THE LAGUNA GRANDE HALL FOR THEIR VETERANS CELEBRATION ON NOVEMBER 12, 2022

RECOMMENDATION

Approve the fee waiver request from the "Recognizing Military Service Center" for the use of Laguna Grande Hall to hold their Veterans Celebration in the amount of \$398.25, the organization will provide the City with the non-refundable portion of the deposit of \$92.25.

BACKGROUND

The Recognizing Military Service Center is a non-profit organization. They are requesting a fee waiver to help cover the costs associated with their Veterans Celebration on Saturday, November 12, 2022, from 12:00 p.m. to 5:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization pay only the non-refundable portion of the deposit of \$92.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee 5 Hours @ \$56.25	\$281.25
Insurance	\$117.00

<u>Deposit Non Refundable Portion</u>	<u>\$ 92.25</u>
TOTAL	\$490.50

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$398.25.

ATTACHMENTS

1. Recognizing Military Service Center Fee Waiver 2022
 2. 501(c)(3) - Recognizing Military Service Center
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Recognizing Military Service Center
Name of Applicant: Gregory Daniels
Address: 2007 Del Monte Blvd City: Seaside State: CA
Phone: (831) 737-7161 Email: Greg.daniels@yahoo.com

EVENT INFORMATION:

Event Title: Veterans Celebration
Event Description: Special Event to honor our veterans
Event Date: 11/12/2022 Room(s) Requested: Main Auditorium
Time (including set-up): 12:00 PM - 4:00 PM Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: To preserve our funds to support our center and provide services, and to continue our scholarship fund

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

What is your organization's tax identification number? 23-7324773

What percentage of your members or participants resides in Seaside? 95%

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: 10-19-2022

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

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

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 28 2019**

RECOGNIZING MILITARY SERVICE
CENTER
C/O RETIRED MENS SOCIAL CLUB
2067 DEL MONTE BLVD
SEADSIDE, CA 93955-3125

Employer Identification Number:
23-7324773
DLN:
17053035302019
Contact Person:
MITCHELL P STEELE ID# 31360
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 29, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Your exemption under IRC Section 501(c)(3) is effective as of the date listed at the top of this letter. You were exempt under Section 501(c)(7) prior to this date.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 947

RECOGNIZING MILITARY SERVICE

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nick Borges, Acting Police Chief

DATE: November 3, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR FY 2022/23 FOR SPENDING UNDER POLICE DEPARTMENT SPECIAL REVENUE FUNDS 243 & 241: \$15,000.00 FOR FUND 243; PENINSULA REGIONAL VIOLENCE & NARCOTICS TEAM (PRVNT) AND \$15,000.00 FOR FUND 241; ASSET FORFEITURE

RECOMMENDATION

Adopt a resolution authorizing a budget amendment for the fiscal year 2022/23 adopted budget appropriating funds from fund 243 & 241

BACKGROUND

The Police Department's fund 243 is designated for the Peninsula Regional Violent Crime and Narcotics Task Force (PRVNT). The PRVNT funds are direct contributions from Seaside Police and local police agencies to purchase shared equipment and provide needed training in a collaborative effort to prevent and solve major crime throughout the Monterey Peninsula. Fund 241 is the asset forfeiture account held for all illegal monies that are seized by law enforcement. The funds are authorized by state law to be reappropriated for law enforcement equipment and training needs. The funds must be appropriated each fiscal year with Seaside City Council approval before spending. These funds will be used to cover existing costs associated with shared investigative tools (GPS and call recording technology). These two costs are annual subscriptions financially managed by the police department.

FISCAL IMPACT

Fund 243 to be appropriated - \$15,000

Fund 241 to be appropriated - \$15,000

ATTACHMENTS

1. RESOLUTION Funds
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**TO APPROVE A RESOLUTION AUTHORIZING A BUDGET AMENDMENT
TO APPROPRIATE FUNDS FOR FY 2022/23 FOR SPENDING UNDER POLICE
DEPARTMENT SPECIAL REVENUE FUNDS 243 (PRVNT) & 241 (ASSET
FORFEITURE) IN THE AMOUNT OF \$15,000 FOR EACH FUND (\$30,000 TOTAL)**

WHEREAS, the City of Seaside approves the budget amendment to appropriate requested funds to be available for the police department to use for needed spending

WHEREAS, the Police Department shares the funds in these accounts as a shared partnership through regional annual contributions and sized assets that were possessed illegally;

WHEREAS, the funds will additionally be used as departmental and regional needs arise;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the appropriation of funds in special revenue funds 243 & 241 in the amount of \$15,000 for each account (\$30,000 total).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of November by the following vote:

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

Ian Oglesby, Mayor
City of Seaside

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: November 3, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT TO RRM DESIGN GROUP FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION NO. 2 PROJECT FOR AN AMOUNT NOT TO EXCEED \$986,404.00

RECOMMENDATION

Adopt a resolution approving a professional services agreement to perform Architectural and Engineering Services for Fire Station No. 2 Project with RRM Design Group for an amount not to exceed \$986,404.00.

BACKGROUND

The Architectural and Engineering Services for Fire Station No. 2 Project (Project) includes elements of civil, structural, mechanical, electrical, and architectural design, final construction plans and specifications, cost estimations, bidding services, and design schedule. The Project is proposed to be located on the city-owned property at the northwest corner of Gigling Road and 1st Avenue, legally described as a portion of Assessor Parcel Number (APN) 031-151-012.

The proposed site area will encompass 161,382 SF (3.7 acres). The fire station will include a community room, individual sleeping quarters, restrooms, a day room, kitchen, office space, turnout storage, exercise room, interior storage rooms, apparatus bays, along with an exterior fueling area, butler building for apparatus storage and training area, as depicted in Attachment A of the request for proposal included in the professional services agreement (Attachment 2). The site improvements will also include parking, landscaping, an outdoor patio, and a workout area, in addition to street improvements, and water, sewer, storm drain, and storm treatment improvements.

The Project will accommodate 7 firefighters (two full fire companies) but it is only planned to initially accommodate 4 firefighters, with a minimum of 3 firefighters per

shift.

A Request for Proposals (RFP) was released on August 4, 2022, and proposals were due on September 9, 2022. The City received seven (7) proposals in response to the RFP. The prime consultants of the teams are COAR, Gutierrez & Associates, PBK , Rob Mothershed, RRM Design Group, SDG Architects, and WR&D; staff comprised of the Division Chief, Fire Chief, Assistant Engineer, Human Resources Director, and a Kimley-Horn planning consultant interviewed the top three rated consultants. The proposals were rated based on the qualifications of the team; project understanding and approach; relevance, completeness, and logic of the scope of work; ability to manage the project in a turnkey fashion, responsiveness to the City and citizens' needs, quality, and timeliness of the deliverables and budget control; and, references that confirm a record of producing quality product on similar projects on time and within budget.

With a combined proposal score and interview score, RRM Design Group was rated highest by the reviewers. Engineering staff negotiated the contract with RRM for an amount not to exceed \$986,404.00.

Staff recommends the City Council adopt a resolution (Attachment 1) authorizing the City Manager to execute a professional service agreement (Attachment 2), with RRM Design Group for the amount not to exceed \$986,404.00 to perform Architectural and Engineering Services for the Fire Station No. 2 Project.

FISCAL IMPACT

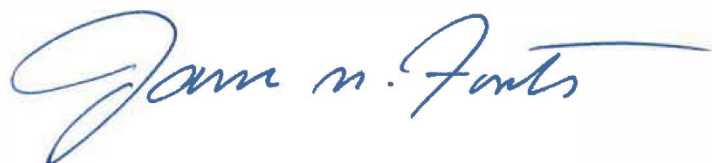
The adopted fiscal year 2022/2023 budget for the Fire Station No. 2 Project is \$1,100,000.00 (Account No. 334-8910-9577) with \$420,000.00 coming from the General Fund and \$680,000.00 from Development Fees.

The proposed professional service agreement with RRM Design Group will not exceed the amount of \$986,404.00. A 10% contingency of \$98,640.40 will be used on an as needed basis by authorization of the City Manager. The total costs for architectural and engineering services is \$1,085,044.40. There are sufficient funds in the Project budget to enter into a professional services agreement with RRM.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to read "James M. Font", is written over a horizontal line.

Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP TO PERFORM THE ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION NO. 2 PROJECT FOR AN AMOUNT NOT TO EXCEED \$986,404.00

WHEREAS, the Architectural and Engineering Services for Fire Station No. 2 Project (Project) is adopted in the fiscal year 2022/2023 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the request for proposal for architectural and engineering services was released on August 4, 2022, and proposals were due on September 9, 2022; and

WHEREAS, there were seven proposals received from COAR, Gutierrez & Associates, PBK, Rob Mothershed, RRM Design Group, SDG Architects, and WR&D; and

WHEREAS, a comprehensive review and rating of the proposals was performed, and top rated consultants were interviewed by a panel of City staff and consultants; and

WHEREAS, RRM Design Group was found to be the most qualified to perform the work; and

WHEREAS, the RRM Design Group proposal was in the amount of \$986,404.00; and

WHEREAS, an amount of \$98,640.40 contingency, approximately 10% of the professional services agreement amount, should be authorized on an as required basis; and

WHEREAS, the adopted fiscal year 2022/2023 budget for Fire Station No. 2 is \$1,100,000; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a professional service agreement with RRM Design Group for an amount not to exceed amount of \$986,404.00 for the architectural and engineering services for the Fire Station No. 2 Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to approve up to an additional 10% contingency for written amendments and extensions to the professional services agreement outlined above such that the full value may not exceed \$1,085,044.40.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 3rd day of November, 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FIRE
STATION NO. 2**

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

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed NINE HUNDRED EIGHT SIX THOUSAND FOUR HUNDRED AND FOUR DOLLARS (\$986,404.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator.

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's

exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

To Agency:

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

To Consultant:

RRM Design Group
3765 South Higuera Street
San Luis Obispo, CA 93401
Attention: Kathryn Hicks

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the

representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: RRM Design Group

By: Michael Scott
Michael Scott, Principal in Charge

Date: 10/25/22

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

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

EXHIBIT A

SCOPE OF WORK/ CONSULTANT PROPOSAL

Revised 10-12-22

Proposal for
**PROFESSIONAL
ARCHITECTURAL
AND ENGINEERING
SERVICES**
for **FIRE STATION NO. 2**

Presented on
September 9, 2022 to
CITY OF SEASIDE



September 9, 2022

Jasmine Dolan
Senior Administrative
Assistant
Public Works Engineering
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955



**CREATING
ENVIRONMENTS
PEOPLE
ENJOY.**

www.rrmdesign.com

3765 South Higuera St.,
Ste. 102, San Luis Obispo,
CA 93401
p: (805) 543-1794
f: (805) 543-4609

RE: ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION NO. 2

Dear Jasmine, City and Fire Department Staff,

Thank you for the opportunity to provide you this proposal. This is a great chance for the City of Seaside to provide long term safety to the community. We have enjoyed assisting the Fire Department in preparing the project program and identifying a site layout that provides rapid and safe response.

RRM has provided service to Fire Departments throughout California for over 40 years, with over 250 public safety projects completed. As the Leader of our Public Safety Studio, I look forward to continuing the process we started together.

I have prepared the following proposal specific to your project. The experience of our team is shown that is specific benefit to your project, such as multiple fire stations, each different to provide you examples of features from bunk rooms to community rooms. Also included is some of our training center expertise. As a national training consultant to firms outside of the state, I recently completed the Laramie Wyoming Training Center, which is similar in size to a training facility that was shown on the conceptual site plan. I will walk you through the design of the training facility to help you identify the proper phasing plan of installation.

The team assembled for your project shows the depth of bench of RRM's fire station expertise. I will be intimately involved in you project and will be joined by team members who have worked alongside me on multiple public safety projects, including Kathryn Hicks, your project manager and primary point of contact. Cameron Wire, architect for the project and Todd Hansen, specification and quality control specialist who has worked side by side with me for the past 20 years, upholding the standard of quality a fire station is due.

In addition to the architectural team, we bring our team of consultants that have worked together on fire stations for decades. This team includes in-house civil engineers, structural engineers and landscape architects that we can literally walk across the isle to talk face to face over the drawings of your new station.

We also include mechanical and electrical engineers that I have literally worked with my entire two plus decade career designing fire stations. This results in drawings that are well coordinated as we can often finish each other's sentences.



**CREATING
ENVIRONMENTS
PEOPLE
ENJOY.**

Finally, my passion and my team's passion is to not only design a beautiful fire station that provides optimal operations and safety, but to provide a facility that keeps firefighters safe from the harmful carcinogens that they come in contact with as they keep us safe. We call this Design4Life.

Your new station will help protect firefighters by providing protective separations of the living and apparatus support areas, and support a process for cleaning upon returning from a call, all to make the fire house a safe house.

Thank you again for the opportunity to continue to serve your department. I am personally vested in your project and am excited at the possibility to be standing next to you at the grand opening. I am available to answer any questions regarding this proposal and the next steps for your project and look forward to your decision.

Sincerely,
RRM Design Group


Mike Scott, LEED AP
Principal-in-Charge


Kathryn Hicks
Project Manager & Primary Point-of-Contact
(805) 597-5293
kahicks@rrmdesign.com

Concurrence Statements

We are in compliance with City's insurance requirements.

We are in compliance with payment of Prevailing Wages as required.

We are in agreement with the stability of Schedule of Hourly Billing Rates.

We are in agreement with the Professional Services Agreement, with a noted proposed change to section 9(a), see Appendix for details.

PROPOSAL FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION NO. 2

TABLE OF CONTENTS

Page	Section Name
I	1 Firm's Qualifications <i>Organization Chart</i> <i>Relevant Project Examples</i>
22	2 Project Understanding and Approach
26	3 Scope of Services
39	4 Project Schedule
40	5 References
42	6 Appendix <i>Resumes</i> <i>Professional Services Agreement concurrence provisions</i> <i>* Fee Proposal provided as a separate file</i>

GRAPHICS & PHOTOGRAPHS:

This document features images of RRM Design Group and its subconsultant partners' projects, the graphics and photos of which are owned and copyrighted by our respective firms. There are no stock photos or images of any kind used in this proposal.

ABOUT RRM DESIGN GROUP:

3765 South Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 f: (805) 543-4609 • w: rrmdesign.com

California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844

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FIRM PROFILE | *RRM Design Group*

RRM exists because we love creating environments people enjoy. That is what got us into the business over 45 years ago, and it is why we continue to thrive today. Our architects and landscape architects, engineers, surveyors, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to, and the fire stations that keep our communities safe.

Our work culture emphasizes collaboration, frequent communication, and accessibility. We're a close partner with our clients, helping them understand and navigate through the project lifecycle. Whether your project is public or private, commercial or residential, we listen, we design, and we deliver. On time. On budget. Since 1974.



PERSONNEL BY DISCIPLINE

177 professionals on staff at RRM Design Group in **6** core disciplines:



- 35 California Licensed Architects
- 35 Architecture Designers
- 15 California Licensed Civil Engineers
- 3 California Licensed Structural Engineers
- 16 Engineering Designers
- 18 California Licensed Landscape Architects
- 11 Landscape Designers
- 13 Community & Urban Planners
- 1 Licensed Surveyor
- 3 Surveying Technicians
- 30 Administrative Support Staff
- 20 LEED® Accredited Professionals
- 3 Certified Planners (AICP)
- 4 Congress for New Urbanism Accredited Professionals
- 1 Envision Sustainable Professional
- 1 Certified Arborist



CREATING ENVIRONMENTS PEOPLE ENJOY.

SAN LUIS OBISPO (HQ)
 3765 South Higuera St., Ste. 102
 San Luis Obispo, CA 93401
 p: (805) 543-1794
 f: (805) 543-4609

SAN JUAN CAPISTRANO
 32332 Camino Capistrano,
 Ste. 205
 San Juan Capistrano, CA 92675
 p: (949) 361-7950
 f: (949) 361-7955

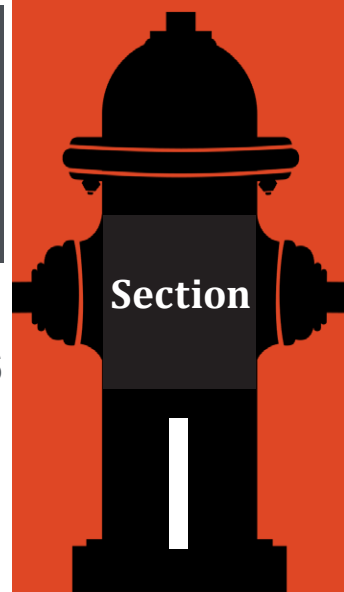
SAN LEANDRO
 325 Davis St.
 San Leandro, CA 94577
 p: (510) 751-4910
 f: (510) 686-8831

SANTA BARBARA
 10 East Figueroa St., Ste. 200
 Santa Barbara, CA 93101
 p: (805) 963-8283
 f: (805) 963-8184

VENTURA
 422 East Main St.
 Ventura, CA 93001
 p: (805) 652-2115
 f: (805) 652-1532

WEBSITE
www.rrmdesign.com

RRM Design Group is a California corporation and an employee-owned company, incorporated November 26, 1974



FIRM'S QUALIFICATIONS
 Proposal for Architectural and Engineering Services for Fire Station No. 2

ASSEMBLING OUR TEAM

RRM Design Group is a multidisciplinary firm with architects, planners, urban designers, landscape architects, and engineers under one roof. We thrive on successfully serving as an extension of staff for a variety of assignments and leveraging decades of collective public agency experience. We value each community’s uniqueness and ensure that development regulations are crafted in a way that responds to local and State requirements, applicant needs, political context and community values. We listen, collaborate, and bring solutions to the table that are planed-based yet realistic in the sense that future projects can be implemented and brought to reality.

CITY OF SEASIDE

RRM DESIGN GROUP

RRM team's resumes are included in the Appendix



MIKE SCOTT
LEED AP
PRINCIPAL-IN-CHARGE
+ Public Safety Specialist Architect



KATHRYN HICKS
RA
PROJECT MANAGER
Primary Point-of-Contact



SCOTT MARTIN
AIA, LEED AP, CNU-A
Design Director



CAMERON WIRE
Architect



TODD HANSEN
LEED AP BD + C,
CSI CDT
**QA/QC + Specifications
Specialist**

ENGINEERING	LANDSCAPE ARCHITECTURE	SURVEYING
DARREN CHOY PE, ENV SP Civil Engineer	LANCE WIERSCHEM PLA, LEED AP Principal Landscape Architect	BRIAN HELLWIG Surveyor
NATE STONG PE Civil Engineer, Intersection Design Specialist		
MICHAEL DOREMUS SE, PE, LEED AP Structural Engineer		
JESSICA MEADOWS SE, PE Structural Engineer		

IN-HOUSE PROJECT SUPPORT STAFF

ARCHITECTS / PLANNERS
URBAN DESIGNERS / ENGINEERS
LANDSCAPE ARCHITECTS

RRM Design Group has a variety of in-house resources who assist with special projects when needed. A selection of those professionals we tap into most often for planning assignments are featured here.

SUBCONSULTANTS

Subconsultant's resumes are included in the Appendix

ELECTRICAL ENGINEERING	MECHANICAL & PLUMBING	COST ESTIMATING	GEOTECH	TRAFFIC ENGINEER
THOMA ELECTRIC, INC.	3C ENGINEERING	LELAND SAYLOR ASSOCIATES	PACIFIC CREST ENGINEERING	CENTRAL COAST TRANSPORTATION CONSULTING

WE KNOW FIRE STATIONS

Who doesn't remember a school field trip to a fire station? It is a visit that stirs a magical mix of feelings: drama, excitement, heroism, and security all bundled together in a single place. Fire stations are American icons, points of pride, and symbols of civic ownership. RRM understands the relationship of fire stations and community, but also knows fire station design must be operations-based and within budget. We've built an award-winning public safety team with expertise in communicating design concepts, interpreting client design/budget goals, and coordinating stakeholder participation.

The pages that follow provide a sampling of our relevant fire station projects. On these sheets we call out a few key noteworthy features that seem particularly relevant to the City of Seaside fire station design requirements.



250+

public safety project completed
for first responders in California

50+

public safety projects that
our proposed team have
completed together

20+

LEED Certified
buildings

100+

fire stations completed in
the Western United States

UP NEXT:

Examples of our work



CITY OF MADERA

FIRE STATION NO. 58

MADERA, CA

NOTABLE INFO AND STATS:

Client: City of Madera
Timeline: 9/2017 - Present



RRM SERVICES PROVIDED:

Architecture, Landscape Architecture



The City of Madera hired RRM to design a new fire station located adjacent to the municipal airport. This station is to include three apparatus bays, sleeping areas and living area for two companies and a battalion chief. The site is large and includes an area set aside for a future training facility. The campus main gas line was sized to accommodate future live fire training props. RRM worked with the City to investigate architectural character for the station. The City wanted to utilize stone and large-scale post and beam elements to be consistent with other civic architecture in the area. A curved roof form over the apparatus bay was selected to reference the adjacent airport while maintaining the strength of the stone bases and walls to ground the building. The station is designed with spaces to separate firefighter living and sleeping areas from the equipment and apparatus to protect firefighters from harmful contaminants. The facility utilizes materials for high durability throughout for a building that will stand the test of time.



LOS ANGELES FIRE STATIONS

LOS ANGELES, CA

RRM has been retained to provide design services for a number of Los Angeles regional fire stations and public service facilities over the past two decades, including the following:

- **Fire Station No. 82 (LEED-NC Gold) and Annex Building (LEED-NC Silver):** RRM provided full architectural and landscape architectural design and construction administration on a contemporary, three-story, 32,000 sf fire station located at Hollywood Boulevard and Van Ness Avenue. RRM also designed a two-story, multipurpose building at the rear of the Fire Station No. 82 site
- **Fire Station No. 13 (LEED-NC Gold):** This 15,400-sf, \$7-million, two-story RRM project was designed to include three heavy apparatus bays, three light apparatus bays, and working, sleeping, restroom, locker room, shower, fitness, and training facilities
- **Fire Station No. 77 (LEED-NC Certified):** RRM performed both architectural and landscape architectural design services for this 15,400-sf, two-story facility that included xeriscaping, on-site staging areas for additional equipment (in the event of hillside fires in the area), fueling areas, public access, and adequate parking for all personnel at shift changes
- **Fire Station No. 83 (LEED-NC Certified):** This 14,500-sf building was the leader in setting design and operational goals for the rest of the anticipated Fire Bond projects. Set on a 1.2-acre improved site in Encino, the station's design complements the existing residential neighborhood while accommodating the operational needs of the fire department

**MORE INFO ON OUR LOS
ANGELES FIRE STATIONS**



NOTABLE INFO AND STATS:

Client: City of Los Angeles
Timeline: Various dates from 2002 through 2014



RRM SERVICES PROVIDED:

Architecture, Engineering
Landscape Architecture



"The Fire Department, the City, and its residents will benefit from operational cost savings for years to come due to RRM's commitment to energy efficiency through design."

- W. Patrick Valenzuela, Captain II and
Curt M. Klasta, Battalion Chief,
City of Los Angeles, Fire Facilities Fire Bond Project



CONTRA COSTA COUNTY FIRE STATIONS BAY POINT NO. 86 AND PACHECO NO. 9 BAY POINT, CA

NOTABLE INFO:

Client: Contra Costa County
Timeline: Ongoing



RRM SERVICES PROVIDED:

*Architecture, Civil Engineering,
Structural Engineering, Landscape
Architecture, Surveying*



Contra Costa County hired RRM Design Group to develop a prototype design for new fire stations, to identify space needs, equipment, and furnishings lists and budgets. The prototype was adopted and RRM prepared conceptual design concepts for two fire stations: Bay Point Fire Station No. 86 and Pacheco Fire Station No 9.

These designs provide a standard for the County while allowing for flexibility of number of bunk rooms and the addition of a Battalion Chief where needed. The Bay Point and Pacheco areas have different architectural context and therefore differing architectural character. RRM worked with the Fire Department to identify the unique character of each community and utilize the same floor plan prototype to develop two distinctly different station elevations. With approved conceptual design, the Bay Point Station is built!



The Pacheco Fire Station needs to house two fire helicopters with support crew as it is adjacent to the airfield. RRM has prepared multiple site layouts to coordinate with the airfield and work around adjacent sensitive biological areas. The result is a campus that services both responses to the surrounding community on the ground and by air. RRM is currently in schematic design for the Pacheco Fire Station.



SANTA CLARA COUNTY FIRE STATIONS REDWOOD AND QUITO LOS GATOS, CA

NOTABLE INFO:

Client: Santa Clara County Fire Department

Timeline: Ongoing

RRM SERVICES PROVIDED:

*Architecture, Civil Engineering,
Landscape Architecture*



Much like Sacramento Metro, the Santa Clara County Fire Department had completed a Facilities Condition Assessment to prioritize capital projects to add, replace or renovate existing stations. RRM was initially hired for a single project, to design a new Quito Fire Station. Shortly thereafter, the Department asked us to work on replacing firefighter living quarters at their Redwood Station. The Department eventually decided to demolish and build an entirely new Redwood Fire Station.

Located in the Santa Cruz Mountains directly off the treacherous Highway 17, the **Redwood Station** sits at the center of a small residential community in a redwood forest. Though Redwood began as a modest project to replace a manufactured dorm building, Santa Clara Fire opted for an entirely new Station that features a “fire watch tower” element that was popular with the department and neighbors alike. This project is currently in plan check.

The oldest station in the Department, **Quito** is somewhat of an eyesore on busy State Highway 9 that connects two of Santa Clara County’s most prestigious neighborhoods, Los Gatos and Saratoga. This acts as something of a double-edged sword; the County has resources but those resources and the projects they fund are heavily scrutinized by neighbors in this sophisticated, upscale community. The design process included extensive community outreach and consensus was reached for a classic brick-faced Station. This project is currently in plan check.



MANTECA FIRE STATION NO. 4 & 5

MANTECA, CA

NOTABLE INFO AND STATS:

*Client: City of Manteca
Timeline: 2007-2021*



RRM SERVICES PROVIDED:

Architecture, Civil Engineering



"As a fellow design professional I hold [Mike Scott] and RRM Design Group in highest regard for your professionalism, vision and abilities. I hope that I will again have the opportunity to work with you and/or RRM Design Group in the future."

- Frederic Clark, Community Development Director, City of Manteca

The City of Manteca retained RRM for complete architectural and engineering services for the construction of a new fire station to be located in an existing neighborhood community. The station includes a 7,341 sf first floor with a 826 sf second floor storage area, and is located on a 43,277 sf site on a corner lot. It was of utmost importance to integrate the design within the community, therefore the station was designed with low-profile roofs and a materials palette taken from the adjacent neighborhood. Fire Department operations were also a top priority, with the firefighter living areas including individual bunk rooms, apparatus support systems (such as vehicle exhaust and high-efficiency response doors) and the addition of vehicle fueling and radio antenna tower. The project also includes a department meeting room. In addition, RRM was also hired to provide bridging architectural services in the design process for fire station #5.



TRACY

FIRE STATION NO. 95

TRACY, CA

NOTABLE INFO AND STATS:

Client: South San Joaquin County Fire Authority

Location: 22484 Grant Line Rd,
Tracy, CA 95304

Timeline: 2018-2021

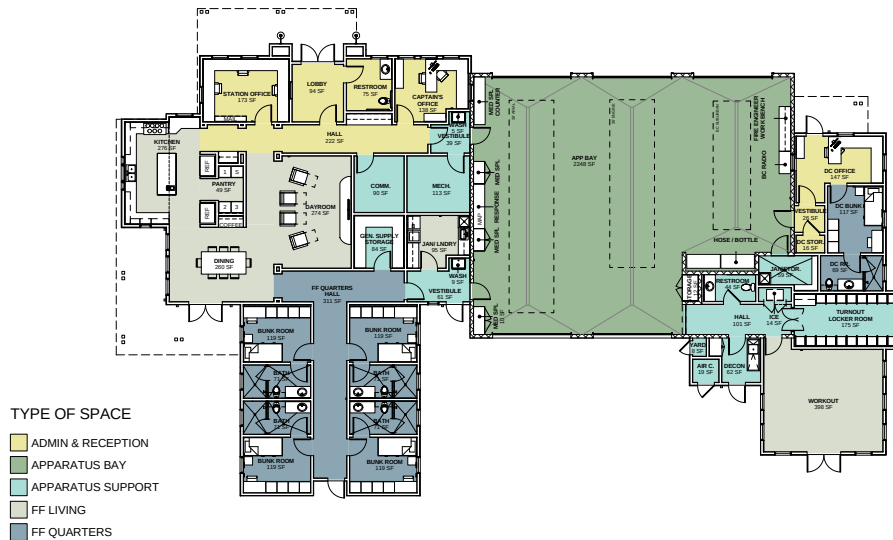


RRM SERVICES PROVIDED:

Architecture, Landscape
Architecture, Planning



The City of Tracy retained RRM for a new fire station. Approximately 7,400 square feet, single-story structure with three apparatus bays, support/maintenance areas, four dormitory rooms, two dormitory restrooms, one public restroom, a day room, a kitchen, a dining room, an exercise/fitness room, and administrative space for office work and emergency communications equipment. The new station will be located on a one- to two- acre site with dimensions based on design requirements. The new design meets essential service facility standards as required by law to ensure the new station remains operational and functioning after a major seismic event. The apparatus bays and doors are of ample width and height to properly house, facilitate reasonable maintenance of, and allow peril-free egress for the firefighting apparatus of the foreseeable future. It provides modern living quarters for a four-person, mixed-gender crew to staff the station on a 24-hour basis. Construction was completed in August of 2021.



GLEN LOMA RANCH FIRE STATION GILROY, CA

The Glen Loma Corporation, in coordination with the City of Gilroy, hired RRM to design a new fire station in the new Glen Loma Development. RRM worked with the fire department to meet their operational needs. The design of the station protects firefighters from carcinogens with spaces that assist in the decontamination process, providing clear separation and protection of the living spaces from the apparatus bay and decontamination area. The Glen Loma Corporation is building a community-based fire station on an approved specific plan with a farmhouse theme due to the historic agricultural area. RRM implemented the fire department program with a design that has a clear civic identity, yet fits within the context of the area.



VISALIA FIRE STATIONS NOS. 53 AND 55 AND TRAINING CENTER

VISALIA, CA

NOTABLE INFO AND STATS:

Client: City of Visalia
Timeline: 4/2014 - 3/2018



RRM SERVICES PROVIDED:

Architecture, Engineering



RRM Design Group provided architecture and engineering services for building and site improvements on an existing greenfield for Visalia's new fire station and fire department training center. The project includes a new 11,335 sf fire station (a one-story building with two apparatus bays and support spaces, three bunk rooms, kitchen/dining/living spaces, administration offices, entrance lobby, training classroom, and support spaces), a new 6,840 sf training building (a two-story, CMU block and concrete commercial-style building with a four-story stair tower), site training props and vehicle maneuvering areas. The project construction ended up with a \$0 change order rate, and the contractor wrote a check back to the owner for the full contingency amount.

Following the success of Visalia Fire Station and Training Center No. 55, RRM won the bid for the design of the new Fire Station No. 53, a sister station to the previous. The acclaimed Fire Station 55 design performed in program, project schedule, and budget so well that the City of Visalia Fire Department requested a similar model to their existing center with relatively minor changes. The design of Fire Station 53 features three bunk rooms and two apparatus bays, with full accommodation to firefighters with a 700 sf day room and kitchen, exercise room, laundry, and turnout rooms, with additional mechanical, technical, and administrative spaces. Station 53 stands at 6900 sf of its 1.25ac site and complements its neighbors well in the Southwest area of Visalia.



VENTURA COUNTY FIRE STATIONS

THOUSAND OAKS AND SANTA PAULA, CA

NOTABLE INFO AND STATS:

Client: Ventura County Fire Department

Timeline: 2018-Present



SERVICES PROVIDED:

*Architecture, Landscape Architecture,
Civil and Structural Engineering*



The Ventura County Fire Department hired RRM to first design the Thousand Oaks single story fire station to meet their department needs for building and site. The project includes living and sleeping areas, office and public interaction areas and support and storage areas. The project also included site amenities such as emergency generator, fuel dispensing, security fencing, secure parking and fire fighter patio. The County asked RRM to design a new two story station for the City of Santa Paula with a historic Brick Firehouse design. Through this process RRM is helping solidify the department standards.



NEW CUYAMA FIRE STATION NO. 41 SANTA BARBARA, CA

NOTABLE INFO AND STATS:

Client: County of Santa Barbara

Timeline: 2020 - Present



RRM SERVICES PROVIDED:

Architecture, Engineering



The County of Santa Barbara selected RRM Design Group as part of a design-build team with Anderson Burton Construction for the design and construction of a new single story 10,230 sf fire station and sheriff substation (8,900sf fire station, 1,100sf sheriff substation, 230sf communications center) in New Cuyama. The fire station includes 3 double loaded apparatus bays, 5 bunks, offices, and RRM's Design 4 Life engineered hazard management system. The Sheriff substation includes an interrogation room and holding cell compliant with BSCC standards.

RRM worked extensively with the County of Santa Barbara and Anderson Burton in an integrated team approach to balance the contradictory demands of a tight budget with challenging site, operational, and performance requirements. Using a structurally efficient pre-engineered metal building system as the base the team used enhanced envelope design with high efficiency systems and a 58kW photovoltaic system to achieve zero net energy (ZNE), including the increased load from the County communications system.



SANTA ANA HEIGHTS

FIRE STATION AND TRAINING FACILITY

NEWPORT BEACH, CA

RRM Design Group created an 11,350 sf fire station and training facility in the prestigious Santa Ana Heights region of Newport Beach. The fire station includes double-wide, double-deep apparatus bays; living quarters; a 48-person training classroom (that will also serve the neighboring Santa Ana Heights community for community meetings and functions) and associated apparatus spaces for fire personnel. The fire training facility includes a three-story prefabricated training tower and approximately one acre of paving for fire training exercises. Working closely with the Santa Ana Heights community representatives, RRM developed designs sensitive to the community's Ranch-style homes, open spaces and equestrian trails while serving the Fire Department's needs.



CITY OF CARLSBAD SAFETY TRAINING CENTER CARLSBAD, CA

NOTABLE INFO AND STATS:

Construction Cost: \$11.6 million

Start Date: February 2008

Length of Work: 2.5 years



AWARDS:

- 2013 Project Achievement Award, Construction Management Association of America (CMAA), San Diego Chapter
- 2012 Station Style Silver Award, Training Facility, Fire Chief Magazine



The City of Carlsbad hired RRM to conduct a site assessment and feasibility study evaluating two City-owned properties for a new police shooting range, fire training center and public works center. Through a series of meetings, RRM generated three site concept alternatives with pros/cons and statements of probable construction costs. From there, a state-of-the-art training facility (the first of its kind in California) was designed to fit onto a four-acre site. It includes an indoor 25-yard pistol range, an indoor 100-yard rifle range, a divisible training classroom that can accommodate up to 100 people and a virtual simulation training room. Additionally, the facility includes a rodeo training ground for police and fire vehicular driving training, a four-story commercial drill tower, a two-story residential burn prop and an outdoor classroom pavilion. While the safety training center will be run and maintained by the City, it was designed to allow cities throughout Southern California to utilize the facility for certification and training needs, ensuring that the region's public safety teams receive the best training available.



RIVERSIDE

DOWNTOWN FIRE STATION NO. 1

RIVERSIDE, CA

RRM Design Group was hired by the City of Riverside to provide design and construction administration for the Downtown Fire Station No. 1. The fire station consists of a three-story facility and accompanying on-site parking for personnel located in downtown Riverside. The building houses four apparatus bays with vehicle exhaust systems, turn-out room, workshop, communications room, storage room, and an exercise room on the first floor. Also on the first floor adjacent to the public entry is a fire equipment museum in an auxiliary apparatus bay. The second floor provides living accommodations including dorms, kitchens, and day areas as well as exterior deck areas for the fire personnel while on duty. On the third floor are administrative offices, conference rooms, meeting areas, a tech center, and exterior decks for serving the offices.

UP NEXT:

Our subconsultant's work

OUR GEOTECH SUBCONSULTANT'S FIRM SUMMARY AND RELATED EXPERIENCE

FIRM PROFILE

PACIFIC CREST ENGINEERING, INC.



Pacific Crest Engineering is a local firm providing full service geotechnical engineering, materials testing, special inspection, and environmental engineering consulting services to the public and private sectors of the Monterey Bay area. We are a certified Small Business (#47199) with the State of California.

Geotechnical and environmental services provided include the following:

Geotechnical Investigations	Laboratory Services
Construction Phase Observation and Testing Services	Infiltration Testing
Special Inspection - Soil, Asphalt, Steel & Concrete	Forensic Engineering
SWPPP & Erosion/Sediment Control Monitoring	Slope Stability Studies
Phase 1 Environmental Site Assessments	Coastal Engineering Investigations
Groundwater Sampling and Monitoring	Soil and Groundwater Remediation

Established in 2001, Pacific Crest Engineering is locally based in Watsonville, California, which means our entire staff is centrally located and committed to meeting the project needs with efficiency and expedience. Pacific Crest Engineering currently has a staff of 17 which includes California Geotechnical, Civil and Chemical Engineers, field and laboratory technicians, and support personnel. The entire Pacific Crest team has collectively over 50 years of experience with locally based developments, and we bring a wealth of knowledge and experience to all our projects.

Our team is highly experienced in development, municipal and public works projects, including geotechnical engineering, special inspection, and material testing services for CSUMB, Monterey One Water, the County of Monterey, the City of Seaside, Pure Water Monterey, CSUMB, the City of Gonzales, California American Water Company, Pajaro Community Services Water District, and the University of California, among others. Several members of the Pacific Crest Engineering team have over 30 years of experience in the former Fort Ord area, comprising several hundred projects including essential buildings, libraries, wastewater facilities, parks, roadways, multi-use trails, levees, bridges, pipelines, public works improvements, tanks, roads, utilities, and subterranean structures.

Pacific Crest Engineering has consistently demonstrated our ability to provide timely responses to milestone dates, field inspection coordination, requests from other team members working on the project, and deliverables. Good communication is the key to maintaining a consistent approach to meeting project goals and timelines. A partial list of recent projects includes the following:

- Soledad Fire Station Seismic Retrofit
- Fire Station #1, City of Santa Cruz
- Fire Station #1, City of Watsonville
- Advanced Water Purification Treatment Facility, Monterey One Water
- M1W Groundwater Injection Facilities, Monterey County
- Gonzales Industrial Wastewater Recycling Facility, City of Gonzales
- Academic II, Academic III, and Student Union Buildings, CSUMB
- General Jim Moore Boulevard Bypass Pipeline, California American Water
- Fitch Park Injection Well Improvements, California American Water

OUR MECHANICAL AND PLUMBING SUBCONSULTANT'S RELATED EXPERIENCE



3C | ENGINEERING

Rancho Cucamonga Fire Station 178

📍 Rancho Cucamonga, CA 🕒 March 2021–Present 💰 \$11M

3CE is providing mechanical and plumbing design for a new 8,300 square foot ground-up fire station. The systems include a VRF heat recovery system for the common space, bunk rooms, and offices. The apparatus bay is provided with radiant heating and Plymovent vehicle exhaust system. A central energy recovery ventilation system for the house side of the station and a gas shut-off system is in process of being designed. 3CE also provided back-up battery analysis. Being a new facility, the systems are all designed to meet the latest energy efficiency and Green Building standards.

Facility Type

Fire Station

Architect

Mary McGrath Architects
(510) 208-9400



Ventura County Fire District HQ and Training Center

📍 Camarillo, CA 🕒 April 2019–Present 💰 \$1.3M

3CE is providing mechanical plumbing design for a new ground-up 70,000 sq ft. fire station training center in Camarillo, CA. The design includes fire/burn props to simulate different situations a fireman may encounter from oven/range fires to cars and dumpster fires. The design uses high-pressure propane, thus systems are being designed with enough capacity to simulate all the props a number of sessions without having to refill storage tanks. The training structures are all designed with no intention of permanent occupancy.

Facility Type

Fire Station

Architect

Mary McGrath Architects
(510) 208-9400

OUR COST ESTIMATING SUBCONSULTANT'S FIRM SUMMARY AND RELATED EXPERIENCE



SF ESER Bond 2014 - Police Facilities & Neighborhood Stations, San Francisco, CA

Under ESER 2014 Bond Program, Saylor staff provided estimating services for identified seismic rehabilitation improvements and upgrades needed at neighborhood fire stations and district police stations throughout the City of San Francisco. Projects include the complete renovation of select facilities, accessibility barrier removals and focused scope improvements including roof repairs, exterior improvements, mechanical, electrical and plumbing system upgrades. Multiple projects acquired LEED Gold certification. As a joint venture with Jacobs, Saylor's preconstruction services included design phase cost estimating, value engineering, and contractor reconciliation. Saylor's construction phase services included change order estimating and contractor/subcontractor negotiation.

Below is the list of police and fire stations Saylor staff provided to SFDPW ESER Bond 2014.

Fire Stations:

- Fire Station 2, Powell Street
- Fire Station 3, Post Street
- Package 3 – Fire Station 6 (135 Sanchez Ave), Fire Station 9 (2245 Jerrold Ave), Fire Station 10 (665 Presidio Ave), Fire Station 11 (26th street), Fire Station 17 (1295 Shafter Ave)
- Fire Station 7, Folsom Street
- Fire Station 8, Bluxome Street
- Package 1 – Fire Stations 11, 12, 15, 21
- Fire Station 15, Ocean Ave
- Fire Station 16
- Fire Station 20, Olympia Way
- Fire Station 22, 16th Ave
- Fire Station 23, 45th Ave
- Fire Station 24, Hoffman Ave
- Fire Station 29, Vermont Street
- Fire Station 34, 41st Ave
- Fire Station 36
- Fire Station 38
- Fire Station 40
- Fire Station 41, Leavenworth Street
- Fire Station 49, Evans Ave

Police Stations:

- Ingleside Police Station
- Northern Police Station
- Park Police Station
- Police Academy
- Richmond Police Station
- Taraval Police Station

Date of Services: 2015-2018

Project Value: \$110 Million

Size: 500,000+ SF



OUR ELECTRICAL ENGINEERING SUBCONSULTANT'S FIRM SUMMARY



THOMA ELECTRIC INC. ENGINEERING & CONSTRUCTION

The Electrical Engineering Division of Thoma Electric, Inc. provides electrical design and consulting services in all facets of the Electrical Construction and Communications Industry throughout California.

A variety of projects have been successfully completed over the years. These include many projects in the area of communications, residential, commercial, government facilities, institutional, educational, industrial, military, recreation and health care (many Office of Statewide Planning and Development).

The Electrical Engineering Division of Thoma Electric, Inc. is unique in its ability to maintain a closeness to the construction community because of the association with its sister Construction Division founded in 1961. It shares information regarding new products and existing or new work methods. This allows the Engineering group to consider the cost, quality, success and failure of systems with which the Construction Division has had experience. This tool is of benefit to an owner as it provides quality planning and "value engineering" during design, rather than after design is complete. Practical solutions to solving problems have always been our strength.

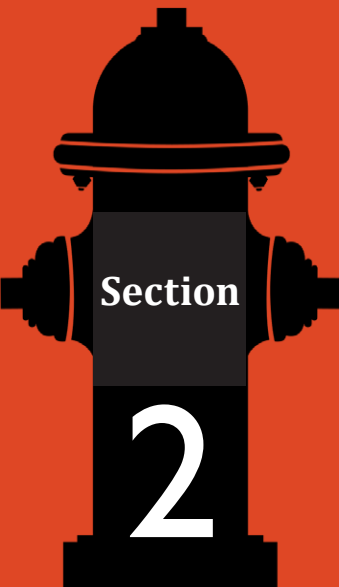
Communications Systems have become increasingly sophisticated and the integration of voice, data and power system controls will continue to play a major role in modern design. Our staff is actively involved in reviewing and implementing the emerging government and industry standards for communications systems design from mobile communications cell sites to office LANs and fiber-based campus networks. Our firm has worked on a variety of projects for clients such as AT&T, Pac Bell, Sprint, Cellular One, Nextel, Word Com, Time Warner, California Polytechnic State University, Cuesta Community College, Allan Hancock Community College, Fresno City College District, County of Santa Barbara and County of San Luis Obispo.

The Electrical Engineering Division consists of a staff of fifteen, which includes (4) licensed Professional Electrical Engineers, (3) Electrical Engineers, (2) Electrical Designers and (5) Electrical Design Assistants and drafting staff, utilizing computer aided drafting and (1) Administrative Assistant

The firm is an active member in the following Professional organizations:

- National Society of Professional Engineers
- California Society of Professional Engineer
- Building Industry Consulting Service International (BICSI)
- Institute of Electrical and Electronic Engineers
- American Society of Professional Estimators
- National Fire Protection Association
- Illumination Engineering Society
- San Luis Obispo County Contractors Association
- International Conference of Building Officials
- International Association of Electrical Inspectors
- National Electrical Contractors Association
- San Luis Obispo Chamber of Commerce
- Central Coast Building Industry Association

This involvement continues to keep the firm up to date on the rapidly changing technologies with which the industry has been flooded in recent years. Satisfied clients continue to be our greatest marketing strategy.



ORGANIZATION AND APPROACH

ROLES AND ORGANIZATION OF PROPOSED TEAM

RRM has worked with its team, both in-house and outside subconsultants, on public safety projects for years. Our in-house structural engineers work closely with our architects and are steps away from face-to-face over the table coordination. We have designed together multiple essential services facilities from single-story wood frames stations to multiple-story steel and concrete block stations in high seismic locations.

RRM has worked for decades, specifically designing fire stations, with our electrical and mechanical engineers. Our subconsultants understand and have led the way with RRM, designing today's cutting edge fire station for electrical and mechanical systems. Together we provide energy-efficient solutions with a cost conscience approach.

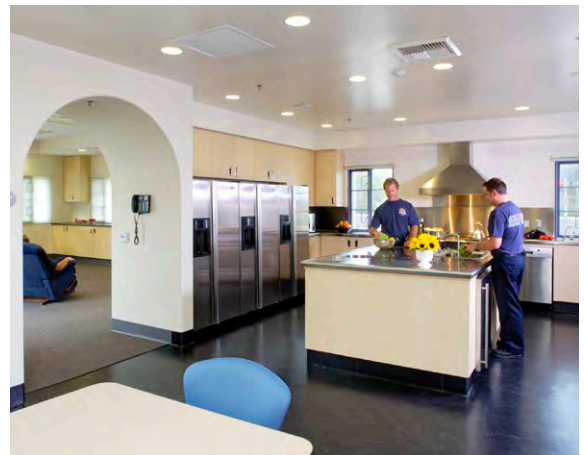
RRM's in-house landscape architects have worked on dozens of fire stations to provide landscaping that meets local requirements but requires minimal maintenance for the department. Local understanding of site infrastructure and standards is very valuable to the project as it connects the surrounding site.

RRM has partnered with Pacific Crest Engineering for geotechnical reports as they understand the area intimately, having completed many evaluations of areas near the site. To provide a clear understanding of the traffic analysis of the site, RRM had included our long-time partner, Central Coast Transportation Consulting to work with our in house civil engineers to design the intersection and signalization, if needed.

RRM has worked directly with Leland Saylor Associates for outside cost estimating for decades, specifically on fire station projects. They understand the costs for this project type and updates their database following each bid to provide the project the most relevant cost information.

RRM's in-house architectural team is led by Mike Scott, the principal-in-charge and leader of the Public Safety Studio. Beyond overseeing the team, Mike is a hands-on fire station architect. He insures the station layout and configuration provide rapid response time, public to private separation and adherence to the most up-to-date designs for protecting fire fighters from the harmful carcinogens that they encounter in their profession. At RRM, we call this Design-4-Life.

Joining Mike, is Kathryn Hicks who will occupy the role of project manager. Kathryn will be the main point of contact and manage the schedule and budget. In addition, she will bring lessons learned from the completion through the construction of such stations as the Redwood Fire Station in Los Gatos.

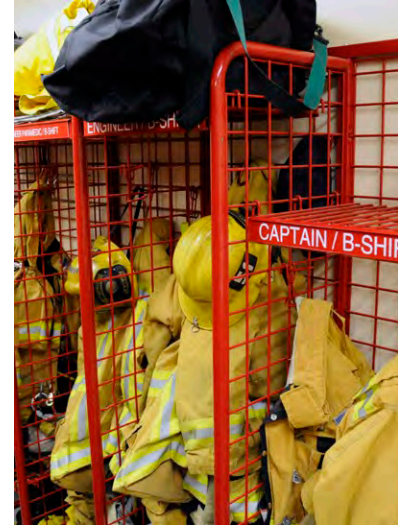


Cameron Wire will be the architect for the project and will oversee the production and quality of the construction document, having recently completed such fire stations as the Bay Point Fire Station in Contra Costa County, the Madera City Fire Station 58 and Madera County Fire Station 3. Todd Hansen is a code and constructability specialist who will prepare the specifications and perform the Quality Control Review of the project.

RRM's Scott Martin will be the design director for Fire Station No. 2 and will ensure the high-quality of the design. We feel the best value for the City is to bring not only a team with decades of fire station experience but one that has also completed similar projects in nearby counties. Our experience developing stations around the central and bay area region, coupled with our prior experience working directly with the Fire Department, allows this team to provide the City of Seaside unmatched value.

OUR SAFETY-FIRST DESIGN METHOD

Design4Life is RRM Design Group's commitment to fire station design that reduces firefighter exposure to potentially harmful contaminants and carcinogens. Firefighters save lives every day, but are themselves at risk of exposure to deadly carcinogens at the incident site that can then be carried into the apparatus and on into the Firehouse. A well-designed station that supports the best practices described in "Healthy In, Healthy Out" can help firefighters stay healthy on the job and for the rest of their lives after retirement from active service.



GREEN ZONE - CLEAN AREA

Clean zone for office, bunk rooms, day room, kitchen, fitness, and bathrooms

YELLOW ZONE - TRANSITION AREA

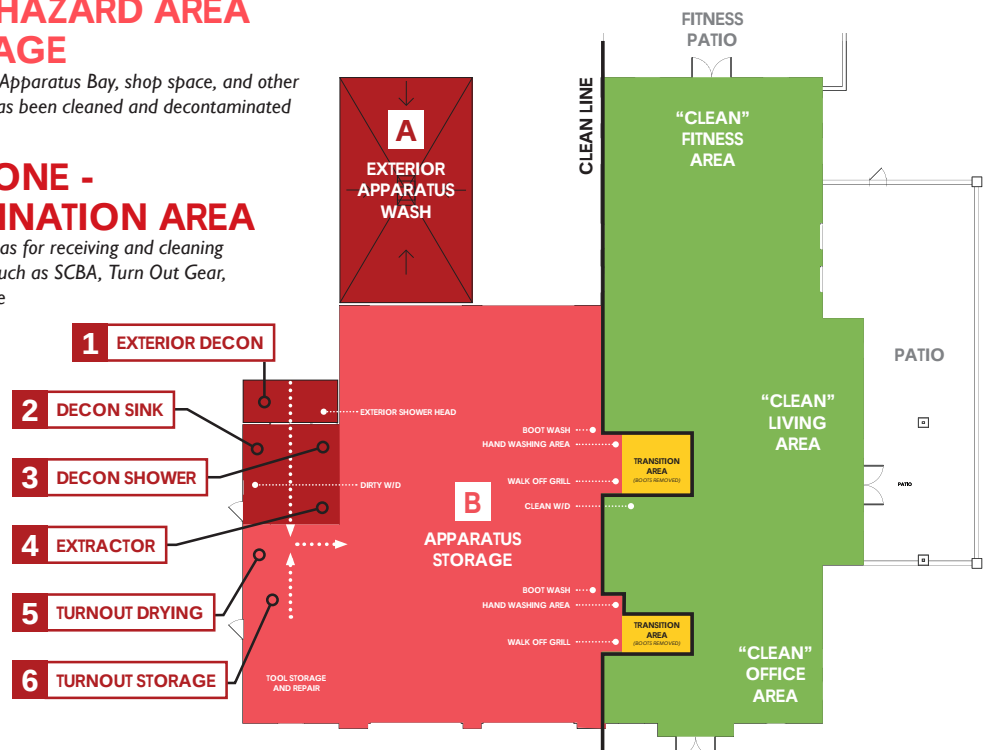
Positive air vestibule, boot changing area, response alcove

RED ZONE - HAZARD AREA EQUIP STORAGE

Transitional space, such as Apparatus Bay, shop space, and other areas for equipment that has been cleaned and decontaminated

DARK RED ZONE - DECONTAMINATION AREA

Dedicated and isolated areas for receiving and cleaning contaminated equipment such as SCBA, Turn Out Gear, hoses, and biohazard waste



PROJECT AND MANAGEMENT APPROACH

RRM's approach to managing fire stations has been successful with cities, counties, and fire districts throughout California. We understand the communication is of utmost importance. At the beginning of the project, the schedule will be discussed in detail to clarify agency and owner review durations and to confirm strategies for reaching targeted goals.



The proposed schedule is based on RRM's experience and decades of fire station design. Because RRM has assisted the City with the facility program, we intimately understand the City's goals and desires.

The phases for the design of Fire Station No. 2 begin from where we left off, with the formalizing of the site and floor plan with survey and geotechnical studies and preparing schematic design elevations to fit the character of Seaside.

RRM has already reviewed the area around the site with the traffic engineer and anticipates minor modification to the corner of 1st Street and Gigling Road for the right hand turn but does not anticipate signalization to be required for some time. Analysis will be completed as part of the project.

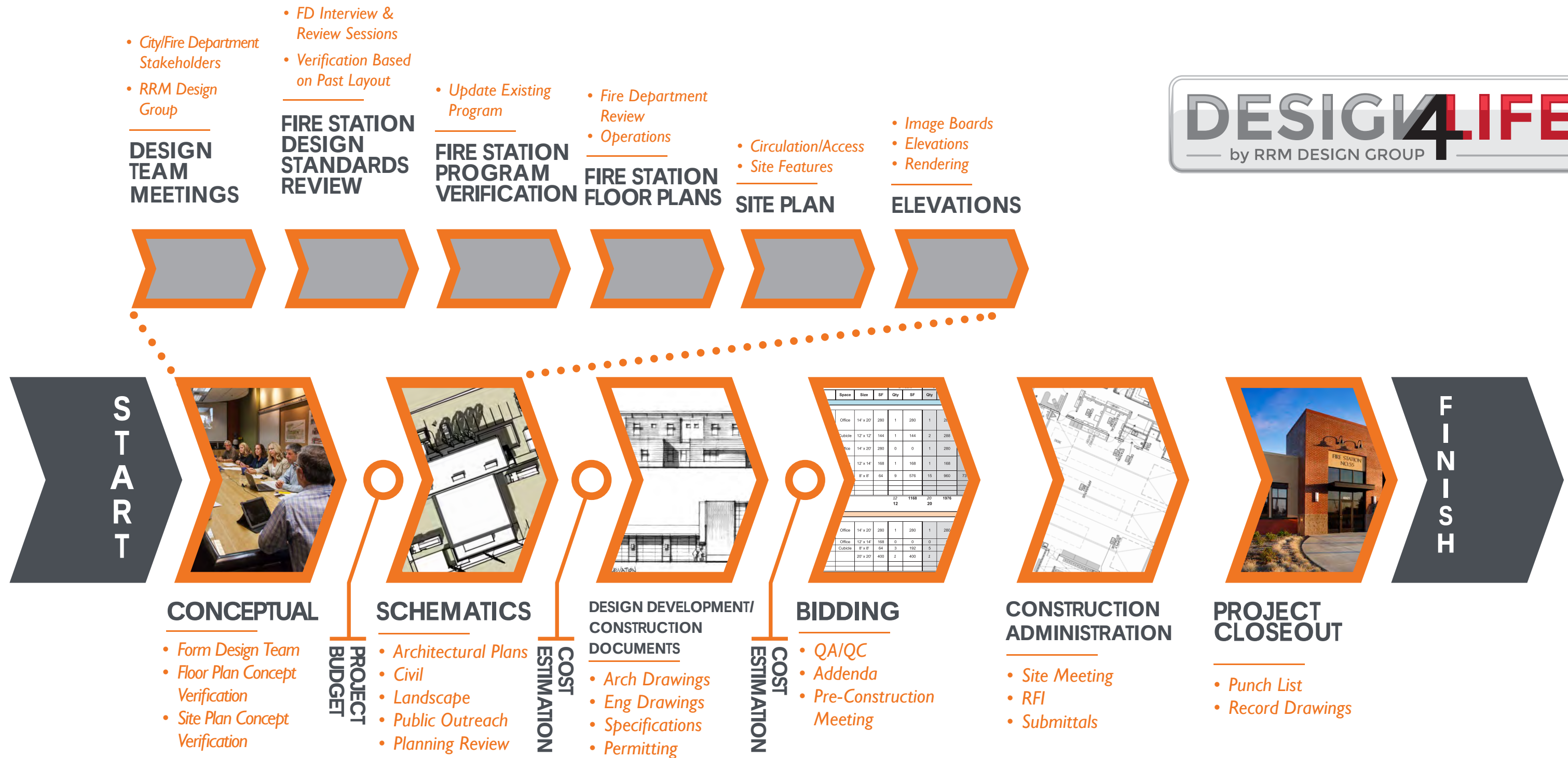
After coordinating review with the City and Fire Department, and working together with the City and for the necessary approvals, RRM and the engineering consultants will prepare design development level drawings. The schedule identifies client meetings to review the architectural and engineering design of the different sites and building systems. Early in the design development process, RRM will meet with City building officials to verify agreement regarding the code approach for the fire station, stormwater compliance strategies, and accessibility requirements for the fire station. Following the approval of the design development package, RRM will proceed with the construction document package in preparation for submittal for building department review. The schedule identifies meeting times and durations for both design team responses, agency review, and comments. RRM's preliminary meeting with building department reviewers help eliminate surprises during the plan check process for a more efficient review of the project. Prior to receiving a permit, RRM will work with the City to prepare an RFP for qualified bidders. When the permit is issued, RRM's schedule identifies durations for contract, and bidding and addendum issuance. RRM has identified construction duration and will support the City with quality construction administration services throughout construction. RRM will advise the County on construction duration based on similar size fire stations and will review with the City areas on the schedule where acceleration can occur if needed.



During each phased milestone of the design process, the schedule identifies a period for cost estimating and owner review to verify the project is on target with the budget. RRM will work with the City to review estimates and discuss value adjustments if needed. This is a key component to a successful project design that meets the desired goal within the budget and the schedule target set at the beginning of the project.

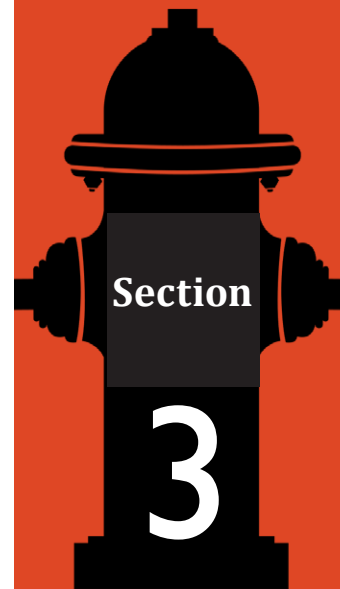
RRM's proposed team for this project has time reserved per the schedule within the Request for Proposal (RFP) to meet the goals of this project. RRM's depth of bench-strength of the lead team members, along with the support staff with fire station experience allow us to meet planned, scheduled targets and accommodate schedule adjustments when they occur. This team is ready and excited to work on your new fire station.

PROJECT APPROACH RRM'S GUIDED PROCESS



SCOPE OF SERVICES

Proposal for Architectural and Engineering Services for Fire Station No. 2



SCOPE OF SERVICES

We anticipate that if RRM is selected for this project, we will work with the Client to refine the scope and associated fees. The following listing and description of phases and tasks represent our approach for the project.

SUMMARY

PHASE 1: PLANNING AND PRELIMINARY PROJECT ASSESSMENT

- Task 1.1 Fire Station Conceptual Layout - complete
- Task 1.2 Schematic Design

PHASE 2: DESIGN DEVELOPMENT AND CONSTRUCTION

DOCUMENTS

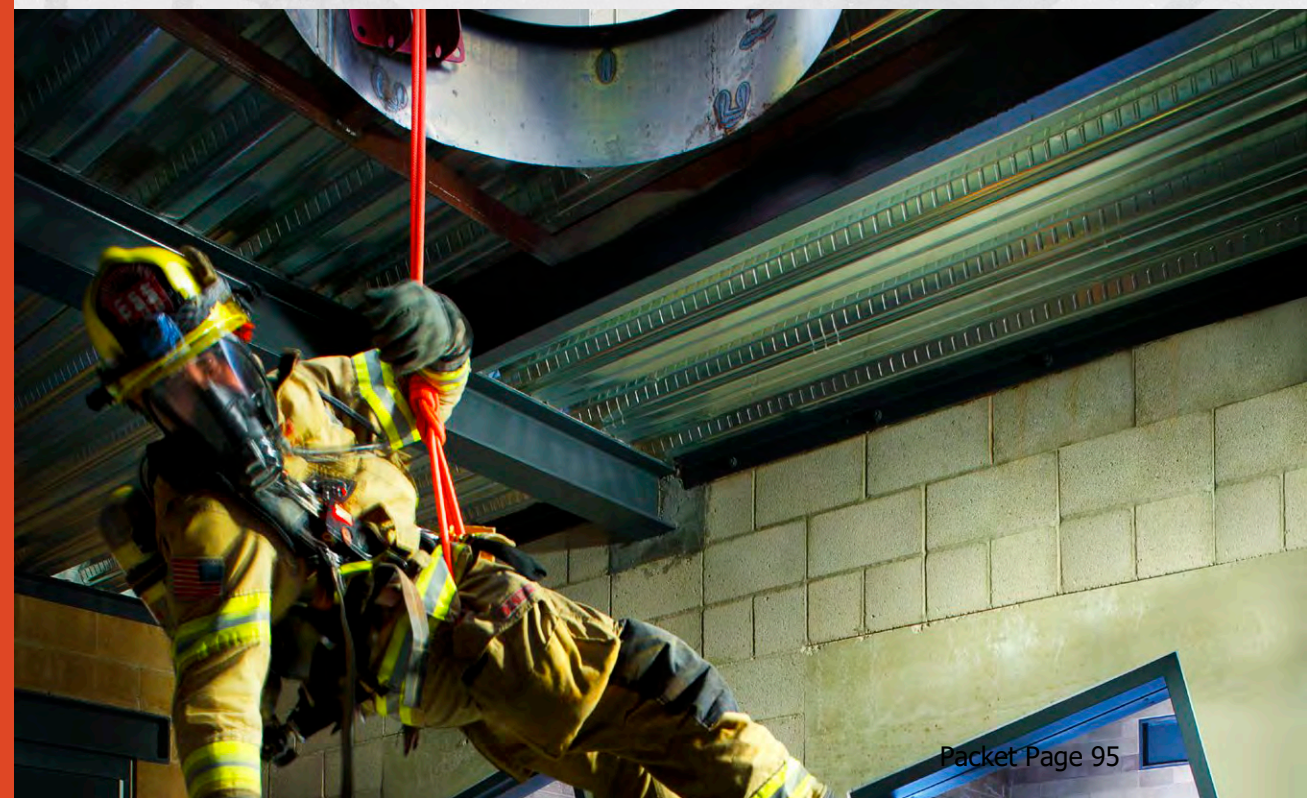
- Task 2.1 Design Development
- Task 2.2 Construction Documents
- Task 2.3 Permitting

PHASE 3: BIDDING PHASE

- Task 3.1 Bidding

CONSTRUCTION ADMINISTRATION NOTE:

Construction Administration will be considered as a time and materials task under a separate contract.



PHASE 1: PLANNING AND PRELIMINARY PROJECT ASSESSMENT

TASK 1.1: FIRE STATION CONCEPTUAL LAYOUT – FLOOR PLAN

RRM will work with the city and fire department to verify the conceptual layout prepared in the programming document, and prepare a revised site and floor plan with any requested modifications. Concurrently, RRM and our consultants will visit the site to complete the topographic site survey and preform the investigations required to prepare the geotechnical report.

SUBTASK 1.1A: SURVEYING

RRM in house surveyors will provide a boundary and site topographic survey for use by the design team in locating the facility and to perform detailed site grading. The surveyor will also get topo. spot elevations in 20 to 25 foot grid. This survey will also include points along the roadway for the added curb gutter and sidewalk and will also include the area of the intersection for analysis by the traffic engineer. Additionally, the topographic survey will locate trees, utility poles, and other visible grade level utility structures. The survey team will dip gravity utility lines were visible at grade level.

SUBTASK 1.1B: GEOTECHNICAL REPORT

RRM has contracted with Pacific Crest Engineering to provide the Geotechnical Investigations. This service is normally provided by the owner as it is not a standard service but per the RFP, we are providing this task by PCE to provide the geotechnical report required for this essential services facility. The report will be based on multiple borings on the site to provide recommendations for structural and infiltration requirements.

TASK 1.2: SCHEMATIC DESIGN – 30% DESIGN PHASE

With the conceptual floor plan defined, RRM will work with the fire department to verify the program as we prepare the schematic floor plan and schematic site plan. RRM will also prepare image boards to discuss the design character and will prepare schematic massing and building elevations of the station. Following approval and completion of the station massing and elevations, RRM will complete the schematic design application package for submittal to the Planning Department.

Tasks:

- Prepare Geotechnical Report
- Prepare Site Survey
- Prepare schematic site plan
- Prepare schematic floor plan
- Schematic building massing and elevations
- Prepare Schematic Landscape Plan and Civil Plan
- Prepare the planning submittal package
- Secure utility information
- Assist Client with the preparation of presentation for discretionary review
- **Perform Traffic Study**
- **Training Center Site Civil Design**

DELIVERABLES:

- Project schedule
- Drawings to support Discretionary Review Application
 - Architectural site plan – colored for presentation
 - Architectural floor plan

- Architectural building elevations
- Architectural building sections
- Landscape plan
- Grading and drainage plan
- Site photo
- Rendering in color
- **Site Survey**
- **Geotechnical Report**
- **Traffic Engineering Report**

Meetings:

- One (1) working draft elevation and floor/site plan review meeting
- One (1) working project status meeting to review the final schematic drawings
- One (2) Planning approval meetings

Client Participation:

- Attendance at working project status meetings
- Attendance at planning approval meetings
- Provide timely decisions regarding the design
- Assistance with preparation and processing of planning application
- Provide site access for survey and geotech report

Training Center Site Paving Design

The 58,806 sf training facility (as shown in the Seaside Fire Program Report) is incorporated into the design deliverables of Tasks 1-5. Civil engineering of this training facility will consist of flatwork design and have storm drain, water, and propane utilities. It is anticipated that the training center could be incorporated as either future, flatwork only or fully incorporated. This task provides the opportunity to separate the sitework design to allow for the inclusion of the site work of the training facility separate from other training components to be future.

Site Utility Studies Starting in the Schematic Design Phase

The following is information regarding RRM's approach to some of the civil technical studies. We look forward coordinating with you to clarify with you if selected to confirm our plan and understanding.

Site Utility Plans

- Utility plans for water supply (potable and recycled), sewer, and storm drains begin at the upstream ends of each utility within the project limits to the downstream connections at the existing service mains, assumed to be directly adjacent to the project. This scope assumes that existing off-site and/or on-site utility systems have adequate capacity for the proposed project – analysis of existing utilities' capacities and design of any improvements beyond the point of connection is not included in this scope (except as noted in the offsite improvement plans). RRM will create profiles of the main sewer, water, and storm drain pipes on the Project. Water and sewer design will be per MCWD requirements. A utility composite plan showing all existing and proposed utilities for the project is included in this scope.

Technical Study: Water and Sewer Capacity Study

- RRM will prepare a study that provides design documentation for minimum sewer and water utility sizing for the project. Water demand will be based on standard fixture units (FU) information from local engineering guidance, Monterey Peninsula Water Management District Rules and Regulations, vendor-provided information, and engineering reference manuals. Sewer demand will be based on local engineering guidance and Seaside County Sanitation District code. A draft version will be prepared with the 60% submittal. If necessary, additional revised drafts will be provided in the 100% and/or final submittals.

Technical Study: Fire Flow Study

- RRM will prepare a study that provides design documentation for minimum fire supply flows to the project for fire hydrants and sprinklers. Water demand will be based on standard fixture units (FU) information from local engineering guidance, Monterey Peninsula Water Management District Rules and Regulations, California Fire Code (current version), vendor-provided information, and engineering reference manuals. A draft version will be prepared with the 60% submittal. If necessary, additional revised drafts will be provided in the 100% and/or final submittals.

Grading and Drainage Plan, Stormwater Control Plan (Technical Study)

- This scope is limited to the project site only. It assumes that the existing off-site upstream and downstream storm drain infrastructure has adequate capacity for the proposed site development, and analysis or upgrades to this infrastructure is not included. The project site storm drain will connect to any existing storm drain immediately adjacent to the project site or the existing catch basin system just east of the Gigling Rd/California Rd intersection. RRM will create profiles of the main storm drain pipes on the project.

Stormwater Control Plan evaluation to include the following:

- This project is assumed to be Tier 3 or Tier 4, as defined in the Stormwater Technical Guidance for Low Impact Design (Monterey Regional Stormwater Management Program). RRM will prepare a Stormwater Control Plan based on the templates and guidance found at <https://montereysea.org/post-construction-requirements/>
- Bioretention basin and/or pervious pavement are the assumed method of stormwater treatment compliance – their design will be based on County Design Criteria and Central Coast LIDI.
- Project site proposed drainage facilities (e.g., pipes) will be sized to convey the 10-year event (or City-specified storm event) and hydrology will be calculated for the 10-years and 25-year events (unless otherwise specified by the City)

Preliminary Stormwater calculations are included with the 30% design. A draft version will be prepared with the 90% submittal. If necessary, additional revised drafts will be provided in the 100% and/or final submittals.

Stormwater Pollution Prevention Plan (SWPPP)

- A project SWPPP is required for this project (more than one acre of disturbed land). The temporary erosion-control plans will be incorporated into the project improvement plans as well as into the project SWPPP. RRM will conduct a risk determination based on the project's topography, soil, schedule, location, and receiving water, then prepare the SWPPP based on the project-specific risk level. The SWPPP will be based on the 100% PS&E submittal. This task includes preparing permit registration documents using the SMARTS database for certification by the Client and submittal to the Water Boards to obtain a WDID number. The City will initiate the project in SMARTS. This task does not include construction stormwater monitoring, QSP services, or SWPPP updates during construction.

SUBTASK 1.2A TRAFFIC ENGINEERING

RRM has contracted with a specialist traffic engineer Central Coast Traffic Consulting to provide traffic analysis per the RFP of the site access at the street and the proximity to the corner of those access. Below is the scope for the traffic engineering:

Data Collection and Trip Generation

- CCTC will coordinate new weekday AM and PM peak hour turning movement counts at the intersection of Gigling Road/1st Avenue. We will estimate project trip generation using standard rates from the Institute of Transportation Engineers.

Traffic Operations

- CCTC will evaluate weekday AM and PM peak hour conditions under Existing and Existing plus project conditions. We will report level of service and queues on key approaches.
- The peak hour signal warrant will be evaluated if needed. CCTC can prepare signal design plans if needed as an additional service if warranted.

Site Access and On-Site Circulation

- CCTC will review the proposed site plan, driveway sight distance, and frontage improvements. Recommendations to improve circulation will be provided if necessary. Restriping or pavement markings for fire station entrances are included.

Vehicle Miles Traveled (VMT)

- CCTC will qualitatively evaluate the project's impact to VMT to assist with preparation of the project's environmental document. Model runs or other quantitative methods can be applied as an additional service if needed.

Documentation

- CCTC will prepare a brief memorandum summarizing the above analysis for review and comment by the project team and City staff. This task also includes time associated with project administration and team coordination.

RRM civil transportation specialist is available on the team to design intersection modifications if needed. Based on preliminary analysis by RRM and CCTC it is not anticipated that a signal or intersection modification will be required. This team is ready to provide if needed at an additional cost, however it is not included as it is considered unlikely.

PHASE 2: DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

TASK 2.1: DESIGN DEVELOPMENT - 60% DESIGN PHASE

Based on the schematic design documents and project budget, RRM and our consultant team will develop the building systems for the project. RRM will work with the Fire Department to clearly identify quantity and quality of systems and items to help facilitate decision making by the Fire Department and provide a more detailed cost understanding. RRM will guide the Fire Department through this process and provide options for the systems from the expert consultant team.

In the design development task, the A/E team will design and layout the basic engineering systems. If selected, a schematic/ design development level construction cost estimate will be prepared to reflect the information developed in this task.

Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the program.

RRM will contract with an outside third-party cost estimator to provide a design development cost estimate at the completion of the design development drawings. RRM will review the findings of the estimate with the client to discuss any value-engineering options if desired.

Tasks:

- Work with the Client to review the project design and budget
- Develop design development / 60% Drawing package to include:
 - Cover page and required note sheets
 - Architectural drawings
 - Engineering drawings
 - Mechanical, Electrical, and Plumbing Engineering Plans
 - Civil Engineering to Include: Site Demolition Plan, detailed site plans where applicable, precise grading plan, drainage plan, wet utility plan and profile sheets, dry utility plan and detail sheets, SWPPP sheets, and landscape and irrigation sheets
 - Landscape drawings
 - Progress specifications
 - Design development level cost estimate
 - Cost Estimate
 - **Training Center Site Civil Design Development**
 - **Coordination of dry utilities by electrical and plumbing engineers such as electrical, phone, gas and cable. Design team will prepare application. Owner to sign and pay fees.**

DELIVERABLES:

- Design development drawings
- Design development progress specifications
- Design development engineering drawings
- Design development level construction cost estimate
- Interior finishes materials board
- Response to Client comments

Meetings:

- One meeting to present the design development package to Client

Client Participation:

- Attend scheduled design development meetings
- Provide timely decisions regarding the design
- Review and approval of design development package

TASK 2.2: CONSTRUCTION DOCUMENTS 90% DESIGN PHASE

Based on the design/design development drawings, specifications, and the construction cost estimate, RRM and our consultants will prepare the construction documents. At this phase the focus will be to prepare the drawings and specifications to the detail level for permitting and a contractor bid. Clear understanding of the drawings and the constructability of the facility is the goal at this phase.

RRM will contract with an outside third-party cost estimator to provide a construction document level cost estimate at the completion of the construction documents. RRM will review the findings of the estimate with the client to discuss any value-engineering options if desired.

Tasks:

- Develop 90% construction documents package for permit submittal to include:
 - Architectural drawings
 - Engineering drawings as outlined in task 2.1
 - Specifications
 - Title 24 Reports
 - Structural Calculations
- Assist the Client in preparing the front end specification (Division I and General Conditions if needed)
- 90% construction document level cost estimate
- RRM in-house QA/QC process
- **Cost Estimate**
- **Training Center Site Civil Documents**

DELIVERABLES:

- 90% construction document package (for Client review and permit submittal)
- 90% construction cost estimate
- Response to Client comments

Meetings:

- One meeting to review Client comments to the 90% construction document

Client Participation:

- Attendance of Client/RRM team meetings
- Provide timely decisions regarding design and cost
- Provide Standard Division I and General Condition specifications

TASK 2.3: PERMITTING

RRM will submit the 100% construction documents to the Building Department for plan check review at the end of the construction document task. RRM will respond to the plan check comments received in writing and prepare documentation to achieve permit-ready status. During this task, modification to the documents may also occur as a result of Fire Department and City team review comments and RRM's in-house QA/QC process. RRM will incorporate City agency plan check, RRM in-house QA/QC, and Fire Department/City review comments into the 100% construction document set for the project bidding process.

RRM will contract with an outside third-party cost estimator to provide a construction documents level cost estimate update at the 100% level construction document. RRM will review the findings of the estimate with the client to discuss any value-engineering options if desired. Specification schedule of bid items/prices for bid document are included.

Tasks:

- Submit to City for building permit
- Submit to City for grading permit and any necessary encroachment permits.
- Prepare SWPPP and submit for construction general permit to State Water Resources Control Board if required.
- Respond to plan check comments
- Prepare Final Cost Estimate

DELIVERABLES:

- 100% Construction Documents with building department comments included submittal for bidding

Meetings:

- One meeting to review plan check comments with the building department

Client Participation:

- Payment of plan check fees
- Attendance of RRM/agency meetings

PHASE 3: BIDDING PHASE

TASK 3.1: BIDDING

RRM and our consultants will prepare a complete plans and specifications bid package to publicly bid the project. RRM will assist the Client during the bidding phase by participating in a pre-bid conference, evaluating, and advising the Client regarding substitution requests, and responding to questions from prospective bidders in the form of an addendum.

Tasks:

- Respond to bidder questions
- Prepare one (2) addendums

Meetings:

- One (1) pre-bid conference with prospective bidders

Client Participation:

- Attendance at pre-bid conference
- Provision of city standard front end bid documents – Division 0 in CSI Format.

CONSTRUCTION ADMINISTRATION NOTE:

Construction Administration will be considered as a time and materials task under a separate contract.

OPTIONAL TASKS

Services that are considered “Standard Services” are listed above and are lump sum cost items paid by the percent of task completed. RRM will only proceed with the tasks below with prior city written authorization. Work will be billed on a time and materials, not to exceed basis as provided in the fee schedule.

TASKS O.1: ELECTRICAL PV AND BATTERY BACK UP AND UTILITY UNDERGROUND

RRM’s electrical engineer has provided the following optional tasks to if new code updates require battery backup for the PV system on the building and if you prefer to underground adjacent overhead utilities. The new building code is requiring most buildings to provide battery backup. It is unclear how fire stations will be affected, however we feel it is likely that all fire stations will be required to have battery back up. We suggest a review with the building department of upcoming code requirements for a determination. This task accounts for the electrical engineering to accommodate this as well as undergrounding if selected. **Note: Dry Utility coordination occurs as part of task 2.1**

TASKS O.2: COMMISSIONING FOR BUILDING OVER 10,000 SF

RRM’s mechanical consultant will be retained to prepare the commissioning documentation required by the California Green Building Code to permit buildings over 10,000 sf. This will be submitted to the building department as part of the plan check process. This is a recent new code requirement by the California Green Building Code. This is listed as an optional task as you may choose to have the mechanical engineer or a separate third party be the commissioning agent. Either is acceptable.

TASK O.3: NEW UTILITY SERVICE AND/OR PERMIT PROCESSING ASSISTANCE

RRM civil engineers will provide up to 40 hours to assist the City during the permit review process and/or applying for new utility services from local utility purveyors. This assistance could include providing written clarifications, preparing exhibits, attending extra meetings (such as with the City Public Works, Regional Water Quality Control Board, etc.), or filling out utility service applications at the request of the City. Based on the RFP, they may be desired by the City, yet we often find the City may want to perform this internally, therefore we like to provide the choice to you.

TASK O.4: NON-STANDARD FOUNDATION DESIGN

If required based on the findings of the geotechnical report RRM’s structural engineering team will provide non-conventional foundation design beyond standard slab on grade foundation system with shallow pad footings, and continuous edge foundations; the non-conventional foundations include piles or a mat foundation. This assumes that the slab will be supported on grade and not be required to be self-supporting as would be required if severe liquefaction potential was discovered onsite.

TASK O.5: ARBORIST EVALUATION AND REPORT

RRM’s International Society of Arboriculture (ISA) Certified Arborist will perform a physical inventory of applicable trees on the project site, collecting tree location and arboricultural attributes for each tree. It is estimated there are up to 50 trees on the project site. Tree information collection will include species identification, measurement of trunk diameter, height and canopy spread, tree health, preservation suitability (based on structure and location), and presence of pests and/or disease. Data collected will be consistent with the City of Seaside requirements for tree removal permits. RRM will tag and number inventoried trees for identification purposes. Tree tagging techniques will be in conformance with current industry standard best practices to ensure a semi-permanent installation.

Tree location mapping will be conducted using a GNSS receiver capable of sub-meter accuracy. This device provides resource grade precision suitable for impact analysis purposes. Data will be collected and analyzed using the ArcGIS

software suite. Raw data files will then be differentially corrected, managed, and exported in appropriate Computer Aided Drafting (CAD) formats, suitable for further spatial analysis and/or exhibit preparation. RRM will perform QA/QC of the collected data to ensure it is accurate and complete before reducing all tree attribute information to an Excel table summary. A copy of the digital files in GIS/CAD format will be provided upon request. Following field evaluations and data analysis, an Arborist report and associated exhibits will be prepared. The report will include a summary of methods and observations, and will provide a discussion of the project site, proposed project description, trees recommendations, and mitigation measures to reduce impacts to trees during construction. The report will include the following supporting tables and figures: a tree information matrix outlining individual tree attributes and quantities, one or more photographs of each tree, and a GIS-based tree location map.

RRM will develop a tree removal plan and submit for a tree removal permit with the City.

RRM will develop an arborist report that includes the following sections:

- Summary of findings – A brief review of arboricultural findings
- Proposed Development Impact Review – A brief site analysis and summary of potential tree impacts of the proposed development
- Figure 1 – Tree Location Map: Locations of inventoried trees will be shown on a scaled site plan using topographic survey data (if available). Survey data shall be provided by the Client as an AutoCAD compatible file. In the absence of topographic survey data, trees will be located using an external GNSS receiver capable of sub-meter accuracy and mapped via the ESRI ArcGIS software suite
- Table 1 – Tree Quantity Summary: Quantify inventoried trees by species and regional nativity status
- Table 2 – Tree Evaluation Summary: Evaluate and record the type, size attributes, health status, and preservation suitability of each tree

DELIVERABLES:

- One (1) arborist report
- Installation of tree tags on inventoried trees

TASK O.6: UTILITY POTHOLING

If required, RRM and its consultants will prepare a potholing plan to verify existing offsite utility locations and depths. Plans will include any required encroachment permit applications and backfill and patching of the road paving. If the city chooses to have potholing completed as part of the design phase, RRM will contract with a utility locating company to perform potholing work at locations agreed upon by the city and the design team based on the preliminary utility layouts.

TASK O.7: OFF SITE ANALYSIS OF WET UTILITY CAPACITY

If required, RRM civil engineers will analyze the offsite sewer, water, and storm drain utility capacities and the effect of the proposed station if required by MCWD. This analysis will take into account the added load placed on the wet utilities in addition to the known load they currently experience to provide documentation to MCWD for their review of the project.

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis.

The following services or tasks are specifically excluded from the scope:

- LEED Documentation
- Off-site utility work
- Off-site roadway work other than curb gutter and sidewalk to the extent of the fire station developed frontage area
- QSP/QSD services during construction
- Furnishing procurement unless selected for an additional cost
- Environmental (CEQA) processing, IS/MND, or EIR document
- State and Federal Agency processing and permits – Not Anticipated
- Permit fees and applications except as specified in scope
- ROW and/or easement acquisition
- Right of Way Engineering, and condemnation services
- As-builts
- Technical studies other than those listed in this proposal
- Utility testing
- Hazmat testing
- Analysis of and design of the existing off-site storm drainage facilities and conditions
- SWPPP construction monitoring, QSP services, or SWPPP updates during construction
- Analysis of off-site sewer, water, and storm drain utility capacities
- Traffic control
- CLOMR, LOMR
- Security cameras, including CCTV surveillance systems
- Street lighting
- Pump stations (for sewer and/or storm drains)
- Fire Sprinkler Design (it is assumed that this will be a deferred submittal)
- Septic system
- Bus stops

DESIGN ASSUMPTIONS

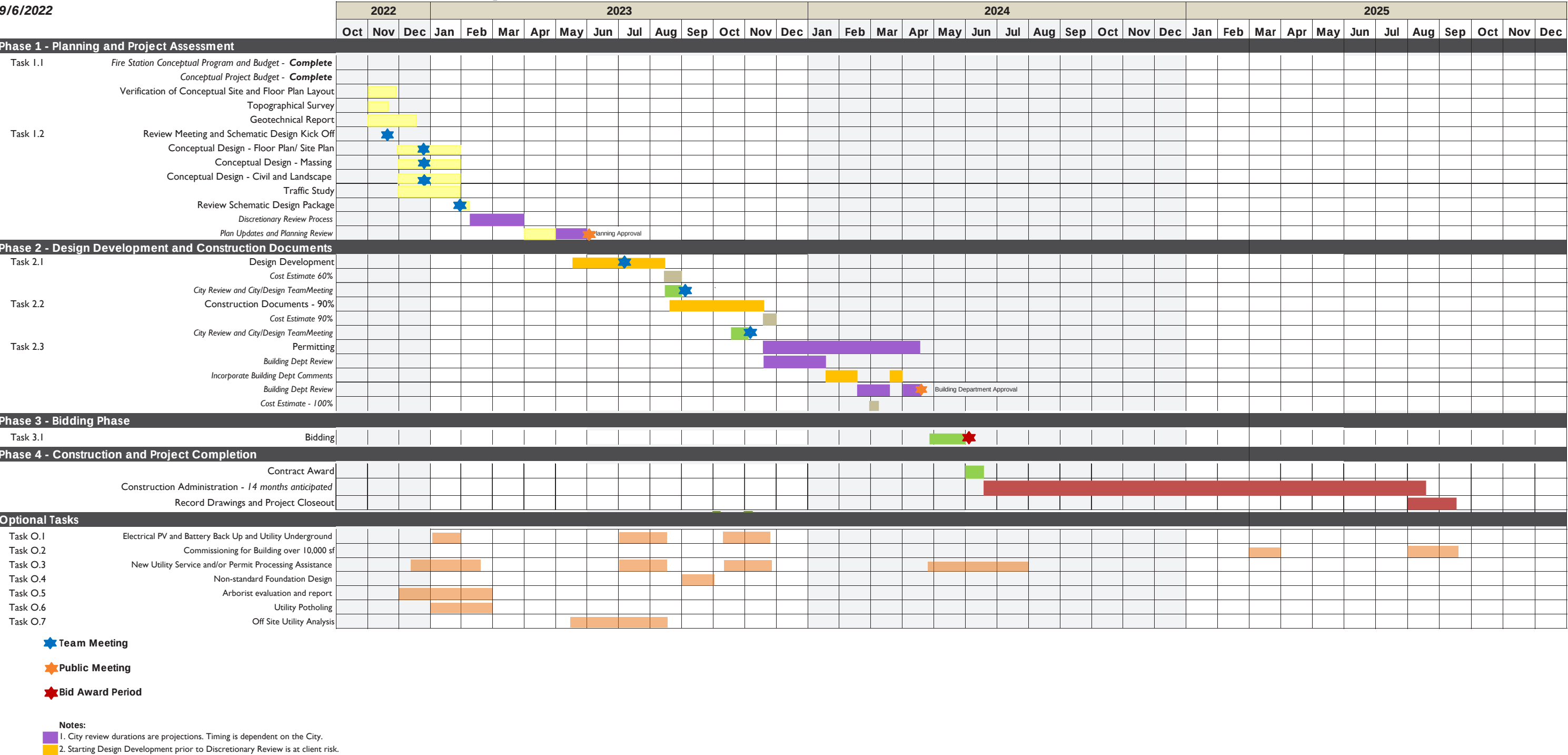
- Project team is not responsible for delays due to conditions or circumstances outside of the project team's control, such as, but not limited to, Covid-19 mandates, weather, site conditions (prohibited access, unsafe conditions)
- There will be no significant revisions or deviations to the project area
- Existing utility boxes and utility holes to remain assumed to be "adjusted to finish grade"
- City will provide applicable as-builts, record drawings, and GIS data
- City comments will be provided in a consolidated format (e.g., list, table) by the City PM for each deliverable milestone. If various City departments and stakeholders are providing comments, City PM will prescreen comments for conflicting directions prior to sending them to RRM

PROJECT SCHEDULE

Proposal for Architectural and Engineering Services for Fire Station No. 2



Seaside Fire Station No. 2 - Conceptual Schedule





REFERENCES

Proposal for Architectural and Engineering Services for Fire Station No. 2



CLIENT REFERENCES



DAVID BRAMELL

Fire Division Chief

South San Joaquin County Fire Authority

(209) 831-6700

David.Bramell@cityoftracy.org

Projects: Tracy Fire Station No. 95, Phase I &2, No.99

Timeline: 2016-2022

(see page 10 for additional project information and images)



LANTZ REY

Former Fire Marshal for the City of Manteca

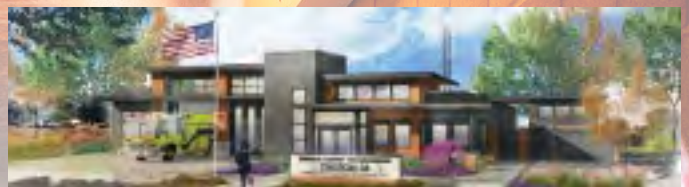
(209) 614-1716

Lantz.rey@gmail.com

Project: Manteca Fire Station No. 5

Timeline: 2016-2020

(see page 9 for additional project information and images)



PAUL BELL

Manager – Facilities and Construction

Ventura County Fire Department

(805) 383-4721

paul.bell@ventura.org

Projects: Thousand Oaks Fire Station No. 34 and Santa Paula Fire Station No. 29

Timeline: 2018-Present

(see page 13 for additional project information and images)



MATT WATSON

Assistant Fire Chief

Madera County Fire and Rescue

(559) 706-8805

Matt.Watson@fire.ca.gov

Project: City of Madera Fire Station No. 58

Timeline: 2017-2020

(see page 4 for additional project information and images)



SERGIO SANCHEZ

Division Chief-Support Services

County of Santa Barbara

(805) 681-4045

SFSanchez@countyofsb.org

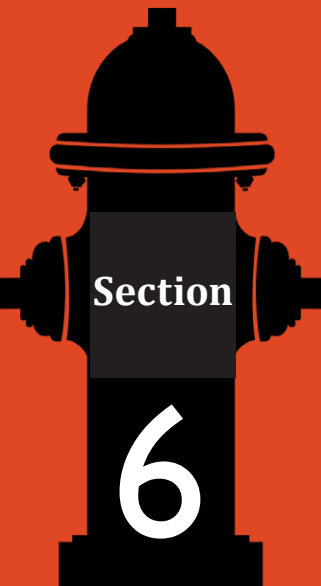
Projects: County of Santa Barbara Fire Station

- including New Cuyama Fire Station No. 41

& Sheriff Substation

Timeline: 2020 - Present

(see page 14 for additional project information and images)



APPENDIX

Proposal for Architectural and Engineering Services for Fire Station No. 2





MIKE SCOTT | LEED AP

PRINCIPAL

With over two decades of experience at RRM, Mike Scott's passion for architecture and design is rooted in his commitment to service. Dedicated to fulfilling the needs of both his client and community, Mike's collaborative and detailed approach to design fosters high-quality project execution. As a LEED® Accredited Professional, Mike offers an environmentally conscious and context-sensitive view to every project. His team management and detailed focus ensures a thorough approach to design. Specializing in public safety, educational, and commercial design, his projects span from fire stations and educational buildings to outdoor stadiums and athletic facilities. Administering quality control and coordinating consultant systems for complete and integrated buildings, his well-versed expertise serves both his team and client from inception to completion.

"I'm passionate about providing expert knowledge that benefits our clients, protecting public servants with safe facilities, [and] providing great places for people."

Project Role

PRINCIPAL-IN-CHARGE + PUBLIC SAFETY SPECIALIST ARCHITECT

Experience

25 YEARS OF EXPERIENCE

15% - 20% Time Commitment

EDUCATION

- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS

• LICENSES •

AFFILIATIONS

- Architect, CA, C31544
- LEED AP, CA
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

RELEVANT PROJECTS

- Bakersfield Fire Station No. 14 and Neighborhood Park
- Bakersfield Fire Station No. 5, 8, 15
- Batterson Forest Fire Station, Oakhurst
- Bay Point Fire Station No. 86
- Brea Fire Station No. 2
- City of Madera Fire Station No. 58
- Creston Fire Station No. 43
- Fairmount Avenue Fire Station, San Diego
- Glen Loma Ranch Fire Station, Gilroy
- Gunner Ranch West Fire Station
- Los Angeles County Fire Department No. 136, Palmdale Fire Station LEED-NC Gold
- Los Angeles Fire Station No. 13 LEED-NC Gold
- Los Angeles Fire Station No. 77 LEED-NC Certified, Sun Valley
- Los Angeles Fire Station No. 83 LEED-NC Certified, Encino
- Los Angeles Regional Fire Station No. 82 LEED-NC Gold, Hollywood
- Madera County Fire Master Plan
- Manteca Fire Station No. 4
- Montecito Fire Station No. 2
- Moraga-Orinda Fire District Station No. 44
- Murrieta Fire Station No. 4
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Quito Fire Station, Los Gatos, CA
- Redwood Fire Station, Los Gatos, CA
- Riverside Downtown Fire Station No. 1 Redesign
- Riverside EOC/Training Center
- Riverside Fire Station No. 14
- San Jose Fire Station No. 34 & 35 LEED-NC Silver
- San Mateo Fire Station No. 21 & 26
- Santa Barbara County Fire Facilities Assessment
- Santa Barbara County Fire Station No. 19 Dispatch Center, Santa Ynez
- Santa Barbara Fire Station No. 7 Conceptual Design
- Santa Clara Fire Station No. 2/Training Facility
- Santa Clara Fire Station No. 6
- Santa Paula Fire Station No. 29
- Thousand Oaks Fire Station No. 34
- Vernon Fire Station No. 2 Renovation
- Visalia Fire Station No. 53 & 55 and Training Center
- Yuba City Fire Station No. 1 Renovation



Project Role

PRIMARY POINT
OF CONTACT
+ PROJECT
ARCHITECT

Experience

10 YEARS OF
EXPERIENCE

25% - 35% Time Commitment

KATHRYN HICKS | RA

PROJECT MANAGER

Kathryn earned her architecture degree at Cal Poly San Luis Obispo. Her experience with encompasses a wide range of project types including fire stations, public safety facilities, and K-12 educational projects. She is a detail oriented project manager who has spent the majority of her career working on public projects and she is well versed in the coordination required for their design and construction. Kathryn enjoys finding creative solutions for projects where time and budget are driving factors.

RELEVANT PROJECTS

- Bay Point Fire Station No. 86
- City of Madera Fire Station No. 58
- Fairmount Avenue Fire Station, San Diego
- Gunner Ranch West Fire Station
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Pacheco Fire Station No. 9, Pacheco
- Quito Fire Station, Los Gatos
- Redwood Fire Station, Los Gatos
- Sanger Headquarters Fire Station Renovation Facility Assessment
- Santa Paula Fire Station No. 29
- Selma Fire Station No. 2 Renovation
- Thousand Oaks Fire Station No. 34
- Bellevue Santa Fe Charter School Modernization and New Construction, San Luis Obispo
- Branch Elementary School New Multipurpose Building, Arroyo Grande
- Grover Heights Elementary School New Multipurpose Building, Arroyo Grande
- Oceano Elementary School Site Improvements

EDUCATION

- Bachelor of Science, Architecture, California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS •
LICENSES • AFFILIATIONS

- Architect , CA, C38079



SCOTT MARTIN | AIA, LEED AP, CNU-A

PRINCIPAL

Scott is a talented architect with a keen ability to be innovative and sensitive to clients' needs. His project focus and experience are wide-ranging, from illustration, master planning, urban design, needs assessments, design review to the production and construction of facilities. Scott is a LEED Accredited Professional and has a high level of expertise in designing and implementing sustainable solutions. Scott's unique relationship with both public and private clients gives him an understanding of the realities of development and community priorities. He excels in working directly with owner and user groups to set project goals and priorities. Scott blends cohesive design solutions with his strong technical skills to bring a project's vision to reality.

Project Role

DESIGN DIRECTOR

Experience

21 YEARS OF EXPERIENCE

10% Time Commitment

RELEVANT PROJECTS

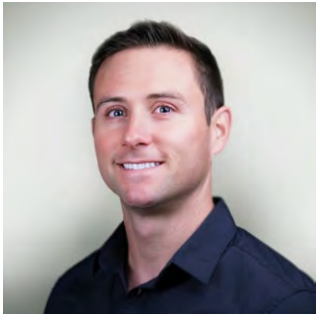
- Bakersfield Fire Station No. 8 Remodel Design-Build
- Bay Point Fire Station No. 86
- City of Industry Fire Station
- City of Madera Fire Station No. 58
- Cloverdale Fire Station Headquarters
- El Segundo Fire Station No. 2 LEED-NC Gold
- Emeryville Fire Station - Tracking LEED-NC Silver
- Fairmount Avenue Fire Station, San Diego
- Farmersville Fire Station
- Fresno Fire Department Training Center
- Fresno Fire Station No. 17
- Glen Loma Ranch Fire Station, Gilroy
- Livermore-Pleasanton Fire Department Station No. 4 LEED Gold, Pleasanton
- Los Angeles County Fire Department No. 136, Palmdale Fire Station LEED-NC Gold, Palmdale
- Los Angeles Fire Station No. 13 LEED-NC Gold
- Los Angeles Fire Station No. 77 LEED-NC Certified
- Los Angeles Regional Fire Station No. 82 LEED-NC Gold, Hollywood
- Manteca Fire Station No. 4
- Murrieta Fire Station No. 4
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Pacheco Fire Station No. 9
- Quito Fire Station, Los Gatos
- Redwood Fire Station, Los Gatos
- Santa Barbara County Fire North Operations Center, Santa Ynez
- Santa Barbara County Fire Station No. 19 Dispatch Center, Santa Ynez
- Santa Barbara Fire Station No. 7 Conceptual Design, Santa Barbara
- Santa Clara Fire Station No. 2/Training Facility
- Santa Clara Fire Station No. 6,
- Santa Paula Fire Station No. 29
- Thousand Oaks Fire Station No. 34
- Ventana Fire Station, Pismo Beach
- Ventura County FPD Fire Communication Center

EDUCATION

- Bachelor of Science, Architecture, California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Architect, CA, C32348
- Architect, CO, 00405508
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
- Congress for the New Urbanism Accredited (CNU-A)
- American Institute of Architects (AIA), San Luis Obispo Chapter, Member
- San Luis Obispo Chamber of Commerce Economic Development Committee



Project Role

ARCHITECT

Experience

9 YEARS OF
EXPERIENCE

30% - 40% Time Commitment

CAMERON WIRE

JOB CAPTAIN

Cameron graduated from Cal Poly San Luis Obispo in 2013 and became a licensed Architect in 2022. He has experience in a wide array of projects, from high-rise offices, labs, healthcare, single and multi-family residential, and has focused primarily on fire stations in the recent years. Cameron enjoys the intricacies and rewards that fire stations have to offer. He is also well-versed in all the phases of a project, from pre-design through construction administration. Helping to create buildings that serve and benefit the community is what motivates Cameron on his projects.

RELEVANT PROJECTS

- Bay Point Fire Station No. 86
- City of Madera Fire Station No. 58
- Glen Loma Ranch Fire Station, Gilroy
- Gunner Ranch West Fire Station
- Menlo Park Fire Protection District Space Needs Assessment
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Pacheco Fire Station No.
- Redwood Fire Station, Los Gatos
- Santa Paula Fire Station No. 29, Santa Paula
- Thousand Oaks Fire Station No. 34

EDUCATION

- Bachelor of Architecture, Cal Poly San Luis Obispo, CA



TODD HANSEN | LEED AP BD+C CSI CDT

SENIOR ARCHITECT

A LEED® accredited architect, Todd is an accomplished project manager who delivers optimal solutions to project challenges. An RRM team member since 2000, Todd oversees the production of technical specifications for RRM's offices and specializes in technical document production and quality assurance. Todd has OVER 25+ years of field experience as project architect on projects from 300 sf to 300,000 sf, ranging from complex, multi-story new projects to ADA and seismic upgrades where facilities must remain open during construction. Todd applies this wealth of experience to the review of technical documents both within RRM and as a consultant.

Project Role

QA/QC +
SPECIFICATIONS
SPECIALIST

Experience

29 YEARS OF
EXPERIENCE

10% Time Commitment

RELEVANT PROJECTS

- Bay Point Fire Station No. 86
- City of Madera Fire Station No. 58
- Creston Fire Station No. 43
- Emeryville Fire Station - Tracking
LEED-NC Silver
- Fairmount Avenue Fire Station,
San Diego
- Glen Loma Ranch Fire Station,
Gilroy
- Los Angeles Fire Station No. 13
LEED-NC Gold
- Los Angeles Fire Station No. 44
- Los Angeles Fire Station No. 83
LEED-NC Certified, Encino
- Los Angeles Regional Fire Station
No. 82 Annex Building - LEED-NC
Silver, Hollywood
- Los Angeles Regional Fire Station
No. 82 LEED-NC Gold, Hollywood
- Manteca Fire Station No. 4
- New Cuyama Fire Station No. 41
Design-Build (2019)
- Pacheco Fire Station No. 9
- Quito Fire Station, Los Gatos
- Rancho Cucamonga Fire Station
No. 177
- Redwood Fire Station, Los Gatos
- Riverside Downtown Fire Station
No. 1 Redesign
- San Jose Fire Station No. 34
- San Jose Fire Station No. 35
LEED-NC Silver
- Santa Clara Fire Station No. 2/
Training Facility
- Santa Paula Fire Station No. 29
- Thousand Oaks Fire Station No. 34
- Visalia Fire Station No. 53
- Visalia Fire Station No. 55 and
Training Center

EDUCATION

- Bachelor of Architecture, California
Polytechnic State University, San
Luis Obispo, CA
- Master of Business Administration,
California Polytechnic State
University, San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Architect, CA, C27118
- LEED AP Building Design +
Construction, CA
- CSI, CA
- International Code Council (ICC)
Central Coast Chapter
- Morro Bay Yacht Club, Staff
Commodore
- CSI Member



Project Role

CIVIL ENGINEER

Experience

**14 YEARS OF
EXPERIENCE**

DARREN CHOY | PE, ENV SP

MANAGER OF ENGINEERING SERVICES

With over a decade of experience in civil engineering and design, Darren Choy brings an all-encompassing lens to each of his projects. His multidisciplinary

"I like the tangibility of the projects that we create. Seeing projects go from concept to design to constructed product is what drives me as a civil engineer."

approach fosters a collaborative space for both his team and his client. Envision Sustainability and E-rail Safe certified —specializing in land development and public works engineering—Darren's projects include sustainable trail and streetscape development. From quality control and community engagement to business and staff management, his wide view of engineering and design serves as an asset to all who work with him. A diligent leader and team-player, Darren's commitment to excellence is reflected in each of his projects.

RELEVANT PROJECTS

- Bay Point Fire Station No. 86
- Fairmount Avenue Fire Station, San Diego
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Pacheco Fire Station No. 9
- Quito Fire Station, Los Gatos
- Redwood Fire Station, Los Gatos
- Shell Beach Elementary School Parking Lot
- Bellevue Santa Fe Charter School Modernization and New Construction, San Luis Obispo
- Cal Poly Building 13 Courtyard, San Luis Obispo
- Hanford Medical Campus - Women's Center, Hanford
- Oceano Elementary School Site Improvements
- Orcutt Union Oil Building Code Analysis and Cost Assessment
- Pleasanton On-Call General Civil Engineering
- Rivertown Community Space, Antioch

- San Lorenzo Park Phase 2 Construction Administration
- Tennyson Park Construction Documents, Hayward
- Veterans Park, Livermore

EDUCATION

- Bachelor of Science, Civil Engineering; Minor, Business Management, University of California, Irvine, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Noteworthy thing
- Professional Engineer, CA, 82708
- Envision Sustainable Professional, CA
- American Council of Engineering Companies - Bay Bridge Chapter, President, 2017-present
- American Public Works Association Northern California, Member, 2018 Conference Committee, 2018-present
- Career Village, Volunteer Mentor, 2017-present



NATE STONG | PE

MANAGER OF ENGINEERING SERVICES

Nate has 18 years of experience working as both a consultant and in the public sector for both City and county public works/engineering departments. After graduating from Cal Poly, he worked for the County of San Luis Obispo Public Works Department Design Division. Nate participated in developing and designing several bridges funded through the Highway Bridge Program. Nate was the City Engineer for the City of Placerville from 2008 to 2014, where he managed numerous transportation and interchange projects primarily funded through federal and state programs. Nate is intimately familiar with Caltrans Local Assistance procedures and the project development process.

Project Role

**CIVIL ENGINEER
+ INTERSECTION
DESIGN SPECIALIST**

Experience

**18 YEARS OF
EXPERIENCE**

RELEVANT PROJECTS

- 1422 Monterey Affordable Housing, San Luis Obispo
- 700 Oak Park Affordable Housing, Arroyo Grande
- As-Needed Traffic Engineering Services, Arroyo Grande
- Calle Joaquin Park and Ride, San Luis Obispo*
- City Contract Traffic Engineer, Greenfield*
- Flamson School Bicycle & Pedestrian Enhancements, Paso Robles*
- Grover Beach Train Depot Expansion SR 1 Widening, Grover Beach*
- Madonna Road Class 1 Path, San Luis Obispo*
- Orcutt Road Class 1 Path, San Luis Obispo*
- Orcutt Road Roundabout, San Luis Obispo*
- South Higuera Sidewalk Infill, San Luis Obispo*
- State Route 227 and Los Ranchos Road Roundabout, San Luis Obispo*

EDUCATION

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Professional Engineer, CA, 70341
- American Society of Civil Engineers (ASCE), San Luis Obispo Branch Past President
- American Public Works Association (APWA)
- Active Transportation Committee Member, City of San Luis Obispo
- RTP Steering Committee Member, San Luis Obispo Council of Governments

*Work prior to joining RRM



Project Role

**STRUCTURAL
ENGINEER**

Experience

**18 YEARS OF
EXPERIENCE**

MICHAEL DOREMUS | *SE, PE, LEED AP*

MANAGER OF STRUCTURAL ENGINEERING SERVICES

With over a decade of civil and structural engineering experience, Michael's approach to design is steeped in a commitment to detailed precision. Michael offers his extensive expertise for each client, specializing in housing, civil, educational, and recreational design. He has been involved in projects of all sizes, from large-scale steel frame hospitals to 43,000 sq. ft. laboratories. Also overseeing the design and code compliance for lateral and gravity systems, Michael is well-versed in a range of project types. His thorough approach to design and a keen eye for detail translates into procedural and structural integrity.

RELEVANT PROJECTS

- Bay Point Fire Station No. 86
- Fairmount Avenue Fire Station, San Diego
- Gunner Ranch West Fire Station
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Pacheco Fire Station No. 9
- Quito Fire Station, Los Gatos
- Redwood Fire Station, Los Gatos
- Santa Barbara County Fire Station No.19 Dispatch Center, Santa Ynez
- Santa Paula Fire Station No. 29
- Thousand Oaks Fire Station No. 34
- Bellevue Santa Fe Charter School Modernization and New Construction, San Luis Obispo
- Bishop's Peak Elementary New Multipurpose Room, San Luis Obispo
- Bishop's Peak Elementary Office Remodel, San Luis Obispo
- Cal Poly Oppenheimer Equestrian Center - Phase One, San Luis Obispo
- Edward C. Little Water Recycling Facility Visitor Center Renovation, El Segundo
- Hanford Medical Campus - Women's Center
- Oceano Elementary School Rehabilitation

- Oceano Elementary School Site Improvements
- Orcutt Union Oil Building Code Analysis and Cost Assessment
- Shell Beach Elementary School Parking Lot Infrastructure

EDUCATION

- Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Professional Engineer, CA, 72309
- Structural Engineer, CA, S5685
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
- American Institute of Steel Construction (AISC)



JESSICA MEADOWS | SE, PE

PROJECT MANAGER

Jessica has spent the last decade dedicated to sharing her passion for structural engineering. Whether it be working with the design team on a new school campus, mentoring young professionals, or teaching students at Cal Poly, she is always sure to stress what an important role structural engineers can provide on the project team. Her experience with DSA has a wide variety: new campuses and buildings, modernizations, Prop 39 upgrades, precheck documents, seismic rehabilitation, and accessory structures. Jessica has acted as project manager to oversee the design process and construction on many successful school projects.

Project Role

**STRUCTURAL
ENGINEER**

Experience

**11 YEARS OF
EXPERIENCE**

RELEVANT PROJECTS

- Bay Point Fire Station No. 86
- Contra Costa County Fire Protection District Projects - Architectural Services
- Fairmount Avenue Fire Station, San Diego
- Gunner Ranch West Fire Station
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Pacheco Fire Station No. 9
- Quito Fire Station, Los Gatos
- Redwood Fire Station, Los Gatos
- Santa Barbara County Regional Fire Communication Facility
- Santa Paula Fire Station No. 29
- Thousand Oaks Fire Station No. 34
- Alex Fiore Teen Center and Goebel Adult Center Master Plan, Thousand Oaks
- Branch Elementary School Four Classrooms, Arroyo Grande
- Branch Elementary School New Multipurpose Building, Arroyo Grande
- Cuesta College Building 2000 Complex, San Luis Obispo
- Garden Estates Construction Documents and Construction Administration, Ventura
- Mendota City Hall and Police Station - Programming and Cost
- Orcutt Union Oil Building Code Analysis and Cost Assessment,
- Shell Beach Elementary School Parking Lot

EDUCATION

- Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Structural Engineer, CA, S6488
- Professional Engineer, CA, C81987



LANCE WIERSCHEM | PLA, LEED AP

SENIOR LANDSCAPE ARCHITECT

With a sharp artistic eye, Lance Wierschem’s detailed design enhances the artistry of each project he is involved in. As an experienced landscape architect and planner, Lance offers an expansive view of design. From trails and recreational parks to public and community centers, Lance’s versatile experience serves both his team and his clients. Engaged in all aspects of project administration, from visioning to construction, his alliance to creative collaboration is reflected in his work. Both his collaborative efforts and his artistic vision guide Lance’s design process, elevating outdoor spaces into captivating environments for all to enjoy.

“I really value teamwork and the variety of people that all come together to work on a project.”

Project Role

LANDSCAPE ARCHITECT

Experience

16 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- Bakersfield Fire Station No. 14
- Bay Point Fire Station No. 86
- City of Madera Fire Station No. 58
- Creston Fire Station No. 43
Emeryville Fire Station - Tracking
LEED-NC Silver
- Fairmount Avenue Fire Station,
San Diego
- Glen Loma Ranch Fire Station,
Gilroy
- Gunner Ranch West Fire Station
- Los Angeles Regional Fire Station
No. 82 Annex Building - LEED-NC
Silver, Hollywood
- Los Angeles Regional Fire Station
No. 82 LEED-NC Gold, Hollywood
- New Cuyama Fire Station No. 41
Design-Build (2019)
- Pacheco Fire Station No. 9
- Rancho Cucamonga Fire Station
No. 177
- Redwood Fire Station, Los Gatos
- Santa Paula Fire Station No. 29
- Thousand Oaks Fire Station No. 34

EDUCATION

- Bachelor of Landscape
Architecture; Minor, City and
Regional Planning, California
Polytechnic State University,
San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Professional Landscape Architect,
CA, 6210
- Leadership in Energy and
Environmental Design (LEED AP)



Project Role

SURVEYOR

Experience

**22 YEARS OF
EXPERIENCE**

BRIAN HELLWIG

SUPERVISOR OF SURVEYING

With a beginning in forestry, and two decades of surveying experience, Brian Hellwig is an expert surveyor. Brian offers experience in boundary surveying and construction staking of various projects such as commercial, residential, and mixed-use developments. He has experience with surveying equipment such as total and robotic stations, high definition three-dimensional terrestrial laser scanning, and GPS, in addition to the various surveying software. Brian's previous work ranges from the expansive Hearst Boundary survey to the beautiful downtown Big Bear Streetscape. His open communication style ensures that all parties involved on a project are updated with up-to-date and relevant information at every intersection.

"I'm always willing to learn. I always keep an eye out for new opportunities."

RELEVANT PROJECTS

- Bay Point Fire Station No. 86
- Creston Fire Station No. 43
- Fairmount Avenue Fire Station
- New Cuyama Fire Station No. 41 Design-Build (2019)
- Pacheco Fire Station No. 9
- Quito Fire Station, Los Gatos
- Bellevue Santa Fe Charter School Modernization and New Construction, San Luis Obispo, CA
- Bishop's Peak Elementary New Multipurpose Room, San Luis Obispo, CA
- Bishop's Peak Elementary Office Remodel, San Luis Obispo
- Branch Elementary School Four Classrooms, Arroyo Grande
- Branch Elementary School New Multipurpose Building, Arroyo Grande
- Mother Lode Juvenile Facility, Sonora
- Newport Beach Lifeguard Headquarters Rehabilitation
- Pacheco, C.L. Smith, and Baywood Elementary Preschools, San Luis Obispo/Los Osos
- San Luis Obispo Public Safety Dispatch Center
- Santa Susana High School Landscape Frontage Improvements, Simi Valley

EDUCATION

- Associate Degree, Surveying and Forest Practices, Kings River Community College, Reedley, CA



3C | ENGINEERING

Project Role

Brian is the director of the consulting engineering department and is involved in all projects from the initial proposal to the final punch walk. He weighs in on all HVAC and plumbing equipment and system selections. He is also tasked with performing quality control reviews for all project deliverables.

Experience

**16 YEARS OF
EXPERIENCE**

BRIAN STARRETT | PE

PRINCIPAL

Brian has over 16 years of professional experience providing mechanical and plumbing designs for high-performance buildings. Brian has led numerous design teams for projects across the entire built environment spectrum. His passion for energy-efficient building design coupled with his pragmatic approach to problem-solving results in high caliber, cost-effective designs that are delivered on time and on budget.

RELEVANT PROJECTS

- Vandenberg Air Force Base Wildland Fire Training Center
- Ventura County Fire District HQ and Training Center, Camarillo
- San Carlos Fire Station #16
- San Luis Obispo Fire Station No. 1
- Long Beach Fire Station #14 Remodel
- Calexico Fire Station, Calexico
- UCSB Fire Station #17 Remodel, Goleta
- Rancho Cucamonga Fire Station #178

EDUCATION

- Bachelor of Science, Mechanical Engineering California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Licensed Professional Engineer State of California #M34068
- American Society of Heating, Refrigeration & Air Conditioning Engineers (ASHRAE)
- American Society of Plumbing Engineers (ASPE)
- United States Green Building Council (USGBC)



JEFF SAYLOR

MANAGING COST ESTIMATOR

Jeff has over twenty years of experience developing cost estimates for fire stations, public safety facilities, state office buildings, municipal offices, city halls, civic centers, and other civic facilities. Jeff possesses extensive experience with DSA, OPSC, and Title 24 requirements, and has led LSA's estimating efforts ensuring that our wide range of civic and other public agency estimates are compliant with various ordinances.



Project Role

PROJECT MANAGER & MANAGING COST ESTIMATOR

Lead the estimating efforts for all milestone estimate phases.

Experience

21 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- SFPW Earthquake Safety and Emergency Response Bond 2014, San Francisco
- Contra Costa County Fire Protection District, Brentwood Fire Station 54 Demolition
- Fremont Fire Department Admin Offices & Training Center, Fremont
- Rohnert Park Fire Station Program – Training Facility, Rohnert Park
- Lodi Fire Training Room
- LA Fire Department Emergency Training, LA Fire Department, Los Angeles
- Emeryville Fire Station and EOC Renovation
- Visalia Fire Station
- Orinda Moraga Fire Station 43
- Alameda Fire Station #3, Alameda, CA6 YR CIP Budget Remodel 2 Fire Stations, Millbrae
- Alameda County Six Station Replacement
- Avalon Fire Station, Catalina Island

EDUCATION

- Bachelor of Science, Business, California State University, Chico

ACCREDITATIONS • LICENSES • AFFILIATIONS

- American Society of Professional Estimators (ASPE)



3562 Empleo, Ste. C
San Luis Obispo, CA 93401
p: (805) 543-3850
f: (805) 543-3829
www.thomaelec.com

The Electrical Engineering Division of Thoma Electric, Inc. of which Mr. Thoma is President, is unique in the ability to maintain a close affiliation to the construction community due to the association with its sister Construction Division founded in 1961.

BILL THOMA | PE

PROJECT ROLE: ELECTRICAL ENGINEERING

As the principal-in-charge of the Electrical Engineering Division of Thoma Electric, Inc., Bill is responsible for overseeing an Engineering Division of fifteen persons and a Construction Division of over 120 persons. Bill conducts electrical field studies, overall building evaluations, and project feasibility reports. Bill has experience in all aspects of electrical construction, education projects at all levels, government, health care, commercial, industrial, institutional, residential, utility, public safety, and historical renovation.

BILL'S RELEVANT PROJECTS

- Bakersfield Fire Station No. 5, Bakersfield, CA
- Bakersfield Fire Station No. 8 Renovation, Bakersfield, CA
- Bakersfield Fire Station No. 14 and Greystone Park
- Creston Fire Station No. 43, Creston, CA
- Hanford Fire Station No. 3, Hanford, CA
- LA Fire Station No. 44, Cypress Park, CA
- LA Fire Station No. 98, Montecito, CA
- Lodi Fire Station No. 2, Lodi, CA
- Long Beach Fire Stations Nos. 2, 4, 9, and 22 ADA Revisions, Long Beach, CA
- Los Angeles Fire Station No. 77 LEED-NC Certified, Sun Valley, CA
- Los Angeles Fire Station No. 83 LEED-NC Certified, Encino, CA
- Los Angeles Regional Fire Station No. 82 Annex Building, Los Angeles, CA
- Los Angeles Regional Fire Station No. 82, Hollywood, CA
- Ojai Fire Station No. 2, Ojai, CA
- San Rafael Fire Station No. 57 and No. 52 with Tower, San Rafael, CA

EXPERIENCE • EDUCATION

- 40 Years of Experience
- Bachelor of Science, Electrical Engineering, California Polytechnic State University, San Luis Obispo, CA

ACCREDITATIONS • LICENSES • AFFILIATIONS

- Registered Professional Engineer - License No. EE10757
- California State Licensed Electrical Contractor - License No. C10-274276
- State of Washington Professional Engineering - License No. 40140
- National Society of Professional Engineers
- California Society of Professional Engineers (Past Vice-President of the Central Coast Chapter)
- Institute of Electrical and Electronic Engineers



Joe Fernandez, PE, AICP

Summary

Mr. Fernandez has worked as a transportation planner and traffic engineer in California since 2002. He has successfully managed dozens of complex studies including transportation impact analyses, travel demand forecasting studies, traffic operations studies, traffic engineering designs, and multimodal planning studies. As both a Certified Planner and Professional Engineer, he specializes in the development of solutions that are both technically sound and fitting with communities' planning principles.

Career History

Principal, Central Coast Transportation Consulting 2011-Present

- Founder and lead project manager.
- Responsible for project scoping, budgeting, schedule adherence, and overall client satisfaction.

Senior Engineer/Planner, Febr & Peers Transportation Consultants 2004-2010

- Served as project manager for complex transportation projects. Responsible for project scoping, budgeting, schedule adherence.
- Led companywide multi-modal level of service research effort.
- Responsible for technical analysis and quality control for a wide variety of projects, including traffic operations, travel demand forecasting, multi-modal planning, and traffic engineering design.

Transportation Planner, San Luis Obispo Council of Governments (SLOCOG) 2003

- Assisted with Regional Transportation Plan, transit unmet needs analysis.

Planning Intern, City of Arroyo Grande 2002

- Prepared staff reports, assisted in bike plan update.

Education

Master of Science, Civil Engineering 2004
California Polytechnic State University, San Luis Obispo, CA

Master of City and Regional Planning 2004
California Polytechnic State University, San Luis Obispo, CA

Bachelor of Science, Civil Engineering 2002
Vanderbilt University, Nashville, TN
 Graduated magna cum laude.

Awards and Publications

- Award of Excellence: Central Coast APA, City of Paso Robles Circulation Element
- Transportation Excellence Award, Transportation Agency of Monterey County, Seaside West Broadway Specific Plan
- Neighborhood Planning Award, NorCal APA, Seaside West Broadway Specific Plan
- *Network Planning: Developing a Multimodal Approach*, ITE Journal, September 2009 issue
- *Achieving Sustainable Results: Public-Private Efforts and Coordination*, California APA Annual Conference, 2008
- *Another Case Against Roadway Widening: This Time It's For Drivers*, ITE District 6 Annual Conference Paper, 2006

(805) 316-0101

895 Napa Ave, Suite A-6, Morro Bay, CA 93442



Michelle Matson, PE, TE

Summary

Mrs. Matson has over 14 years of engineering experience in transportation planning, traffic engineering, project management, design, grant writing and contract preparation. She has prepared traffic impact studies, roadway safety analysis, bikeways plans, traffic signal plans, traffic control plans and roadside sign and striping plans. As a Registered Civil Engineer and Registered Traffic Engineer she has extensive experience addressing traffic issues in a wide variety of contexts throughout the Central Coast.

Career History

Senior Transportation Engineer, Central Coast Transportation Consulting 2018-Present

- Manages projects, leads design projects, assists with proposals and provides QA/QC for technical work.

Engineer I-III, San Luis Obispo County Department of Public Works 2006-2018

- Acted as County Traffic Engineer and managed County Traffic Regulation. Codes, collision database, roadway safety plan, signal timing, speed limits, sign reflectivity and data collection programs.
- Developed major updates to the County Bikeways Plan and served as the secretary to the Bicycle Advisory Committee.
- Prepared and presented items for the County Board of Supervisors and local advisory committees.
- Worked toward state and federal mandates including countywide curve warning signs, sign reflectivity and signal timing upgrades.
- Successfully developed and prepared grant applications for multiple programs including HSIP and SSARP.
- Prepared county development and traffic procedures including procedures for American Public Works Association accreditation.
- Managed and designed operational, capacity and safety projects from project initiation through construction and operation.
- Prepared minor road design plans, traffic signal design plans, traffic control plans, and roadside sign and striping plans.
- Developed corridor studies, completed operation studies, prepared grants, assisted with GIS integration, calculated road impact fees and traffic indexes.

Analyst, Kimley Horn 2004-2006

- Completed travel demand model forecasts, prepared traffic impact analyses, prepared scope, schedule, and budget for planning projects. Completed field studies for parking, development and signal timing projects.

Education	Master of Science, Civil and Environmental Engineering 2010 <i>California Polytechnic State University, San Luis Obispo, CA</i>
	Bachelor of Science, Civil Engineering 2004 <i>California Polytechnic State University, San Luis Obispo, CA</i>

Publications

ITE Context Sensitive Design for Major Urban Thoroughfares

Elizabeth M. Mitchell, GE

ASSOCIATE GEOTECHNICAL ENGINEER

For the past 32 years, Ms. Mitchell has provided management, development, and design for a wide range of Monterey Bay geotechnical engineering projects, including various industrial facilities, public works, infrastructure, commercial buildings, schools and universities, water tanks and pipelines, forensic studies, light bridges, landslide repairs, and single and multi-family developments. Her project experience has included design and development of geotechnical investigation studies, with emphasis in the areas of complex karst conditions, coastal engineering, slope stability, liquefaction analysis, settlement analysis, identification and mitigation of structural pavement distress, expansive soil conditions, and design of deep and shallow foundation systems. Many of these projects have required interaction with local and state regulatory agencies, including DSA, Caltrans, USACE, and the California Coastal Commission.

Elizabeth is well experienced in locally based development projects in and around the former Fort Ord area, including performing geotechnical engineering services for the City of Seaside, the City of Marina, CSUMB, California American Water Company, Pure Water Monterey, University of California, among others. Her experience in the Monterey Bay area comprises several hundred projects that include geotechnical studies for academic buildings, essential structures, multi-story structures, infrastructure improvements, wastewater facilities, tanks, pipelines, bridges and below ground structures.

Elizabeth also provides technical direction and field engineering during earthwork phases for moderate to large-scale projects and other geotechnically challenging sites. This includes exercising project management skills to resolve disputes while maintaining good client relations and the appropriate standard of care. Her project management responsibilities include supervision and peer review for department engineering and field staff.

RELEVANT EXPERIENCE

In her role as Associate Geotechnical Engineer, Elizabeth demonstrates extensive experience in the practice of geotechnical engineering and manages complex design level and construction phase projects that include the following:

- Advanced Water Purification and Water Treatment Facility, Marina
- Academic II, Academic III, and Student Union Buildings, CSUMB
- Monterey Peninsula Desalination Infrastructure Project, Marina
- General Jim Moore Boulevard and Eucalyptus Road Improvements, Marina/Seaside
- M1Water Groundwater Injection Facilities, Seaside
- Fitch Park ASR Facilities, Seaside
- General Jim Moore Bypass Pipeline, Seaside



EDUCATION

- *MS, Civil Engineering, San Jose State University*
- *BS, Industrial Engineering, California Polytechnic State University, San Luis Obispo*

LICENSES/REGISTRATIONS

- *California Geotechnical Engineer, GE 2718*
- *California Civil Engineer, C58578*

CERTIFICATIONS

- *ICC Soils Special Inspector 8029279-EC*
- *Qualified SWPPP Developer and Practitioner (QSD/QSP) No. 20502*
- *Water Treatment Operator, T2*
- *Water Distribution Operator, D2*

AREAS OF EXPERTISE

- *Schools, Hospitals, and Universities*
- *Public works, pipelines, water works projects*
- *Bridges, Structures, and Roadway Construction*
- *Coastal Engineering*
- *Special Geotechnical Solutions*
- *Special Inspection – Soil, Asphalt & Concrete*
- *Forensic Engineering*

PROFESSIONAL ORGANIZATIONS

- *American Society of Civil Engineers*
- *California Geotechnical Engineers Association*
- *American Public Works Association*
- *American Water Works Association*

PROFESSIONAL SERVICES AGREEMENT CONCURRENCE PROVISIONS

As part of our due diligence effort, we contacted our insurance provider to review the City's Professional Services Agreement. The following proposed changes in section 9(a) bring the City's indemnification clause into compliance with our insurance carrier:

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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



Thank you for the opportunity!

Seaside Fire Station No. 2
Seaside, CA

Standard Tasks

Phase 1 - Planning and Project Assessment																																
Task 1.1	Fire Station Conceptual Layout / Program - <u>Complete</u>	\$	6,270																													
Task 1.1a	Surveying	\$	810	2	\$460	0	\$0	2	\$350	0	\$0	0	\$0	0	\$0	\$6,270					\$9,000			\$28,600	\$43,870							
Task 1.1b	Geotechnical Report	\$	1,400	0	\$0	0	\$0	8	\$1,400	0	\$0	0	\$0	0	\$0																	
Task 1.1c	Conceptual Floor Plan Modifications	\$	1,220	0	\$0	0	\$0	4	\$700	0	\$0	4	\$520	0	\$0																	
Task 1.1e	Conceptual Site Plan Modifications	\$	1,220	0	\$0	0	\$0	4	\$700	0	\$0	4	\$520	0	\$0																	
Task 1.1f	Meetings	\$	1,620	4	\$920	0	\$0	4	\$700	0	\$0	0	\$0	0	\$0																	
Task 1.2	Schematic Design	\$	62,430																													
Task 1.2a	Traffic Engineering	\$	1,510	2	\$460	0	\$0	6	\$1,050	0	\$0	0	\$0	0	\$0	\$62,430	\$2,000	\$6,353	\$11,660		\$6,000	\$42,746	\$8,250	\$139,439								
Task 1.2b	Preparation of Site Plan	\$	5,720	4	\$920	0	\$0	16	\$2,800	2	\$440	12	\$1,560	0	\$0																	
Task 1.2c	Preparation of Site Approval package/Renderings	\$	9,260	4	\$920	0	\$0	16	\$2,800	2	\$440	30	\$3,900	12	\$1,200																	
Task 1.2d	Schematic Floor Plan	\$	8,560	4	\$920	0	\$0	12	\$2,100	2	\$440	30	\$3,900	12	\$1,200																	
Task 1.2e	Schemaic Building Elevations	\$	12,560	8	\$1,840	0	\$0	12	\$2,100	16	\$3,520	30	\$3,900	12	\$1,200																	
Task 1.2f	Consultant Coordination	\$	3,880	4	\$920	0	\$0	8	\$1,400	0	\$0	12	\$1,560	0	\$0																	
Task 1.2g	Color Material Board	\$	6,070	4	\$920	0	\$0	10	\$1,750	4	\$880	4	\$520	20	\$2,000																	
Task 1.2h	Outline Specifications	\$	4,690	4	\$920	18	\$3,420	2	\$350	0	\$0	0	\$0	0	\$0																	
Task 1.2i	Construction Cost Estimate - Not Anticipated per RFP	\$	-	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																	
Task 1.2j	Meetings -2 Team/Discretionary Review Meetings	\$	10,180	20	\$4,600	0	\$0	20	\$3,500	0	\$0	16	\$2,080	0	\$0																	
Phase 2 - Design Development and Construction Documents																																
Task 2.1	Design Development	\$	89,720																													
Task 2.2a	Preparation of drawings	\$	59,430	32	\$7,360	20	\$3,800	90	\$15,750	20	\$4,400	124	\$16,120	120	\$12,000	\$89,720	\$21,000	\$12,705	\$14,823		\$6,000	\$65,446		\$31,020	\$240,714							
Task 2.1b	Preparation of progress specifications	\$	14,660	6	\$1,380	40	\$7,600	16	\$2,800	0	\$0	16	\$2,080	8	\$800																	
Task 2.1c	Construction Cost Estimate - Optional Below	\$	-	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																	
Task 2.1d	Interior Materials Board	\$	9,150	0	\$0	0	\$0	10	\$1,750	20	\$4,400	0	\$0	30	\$3,000																	
Task 2.1e	Meetings - 1 Team Meeting	\$	6,480	8	\$1,840	0	\$0	16	\$2,800	0	\$0	8	\$1,040	8	\$800																	
Task 2.2	100% Construction Documents	\$	139,960																													
Task 2.2a	Preparation of drawings	\$	80,200	40	\$9,200	30	\$5,700	100	\$17,500	20	\$4,400	180	\$23,400	200	\$20,000	\$139,960	\$34,500	\$16,940	\$17,985		\$15,000	\$61,119		\$42,460	\$327,964							
Task 2.2b	Preparation of specifications	\$	26,580	6	\$1,380	80	\$15,200	16	\$2,800	0	\$0	40	\$5,200	20	\$2,000																	
Task 2.2c	Preparation of calculations	\$	6,900	2	\$460	0	\$0	16	\$2,800	0	\$0	28	\$3,640	0	\$0																	
Task 2.2d	Construction Cost Estimate - Optional Below	\$	-	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																	
Task 2.2e	QAQC Review / Constructability Review	\$	18,620	4	\$920	40	\$7,600	20	\$3,500	0	\$0	20	\$2,600	40	\$4,000																	
Task 2.2f	Meetings - 1 Team Meeting	\$	7,660	6	\$1,380	0	\$0	24	\$4,200	0	\$0	16	\$2,080	0	\$0																	
Task 2.3	Permitting	\$	22,340																													
Task 2.3a	Preparation of plan check and bid documents	\$	18,860	2	\$460	0	\$0	40	\$7,000	10	\$2,200	40	\$5,200	40	\$4,000	\$22,340	\$4,500	\$0	\$523		\$1,600	\$32,823		\$16,170	\$77,956							
Task 2.3b	Meetings - 1 Team Meeting	\$	3,480	6	\$1,380	0	\$0	12	\$2,100	0	\$0	0	\$0	0	\$0																	
Phase 3 - Bidding																																
Task 3.1	Bidding	\$	12,905																													
Task 3.1a	Response to bidders	\$	2,140	4	\$920	0	\$0	4	\$700	0	\$0	4	\$520	0	\$0	\$12,905	\$1,000	\$0	\$1,100		\$500	\$15,513			\$31,018							
Task 3.1b	Preparation of addendums	\$	8,445	4	\$920	0	\$0	15	\$2,625	0	\$0	30	\$3,900	10	\$1,000																	
Task 3.1c	Meetings - 1 Team Meeting	\$	2,320	4	\$920	0	\$0	8	\$1,400	0	\$0	0	\$0	0	\$0																	
Phase 4 - Construction and Project Completion																																
Task 4.1	Construction Admin - Considered under separate contract as T&M																															

Optional Tasks - Only Utilized if Authorized by Client																								
Task O.1	Electrical Supplemental Tasks	\$	6,960																					
Task O.1a	PV and Battery Back Up	\$	3,600	2	\$460	0	\$0	12	\$2,100		\$0	8	\$1,040	0	\$0	\$3,600		\$5,390					\$8,990	
Task O.1b	Utility Underground	\$	3,360	4	\$920	0	\$0	8	\$1,400		\$0	8	\$1,040	0	\$0	\$3,360		\$5,280					\$8,640	
Task O.2	Comissionsing for Buildings Over 10,000sf	\$	5,220																					
Task O.2a	Pre Site	\$	1,510	2	\$460	0	\$0	6	\$1,050	0	\$0	0	\$0	0	\$0	\$5,220		\$27,434					\$32,654	
Task O.2b	Site Comissioning	\$	2,030	2	\$460	0	\$0	6	\$1,050	0	\$0	4	\$520	0	\$0									
Task O.2c	Final Comissioning	\$	1,680	2	\$460	0	\$0	4	\$700	0	\$0	4	\$520	0	\$0									
Task O.3	New Utility Service / Permit Processing Assistance	\$	1,400																					
Task O.3a	New Utility Service / Permit Processing Assistance	\$	1,400	0	\$0	0	\$0	8	\$1,400	0	\$0	0	\$0	0	\$0	\$1,400				\$5,220			\$6,620	
Task O.4	Non Standard Foundation Design - If Needed	\$	2,490																					
Task O.4a	Non Standard Foundation Design	\$	2,490	4	\$920	0	\$0	6	\$1,050	0	\$0	4	\$520	0	\$0	\$2,490	\$10,000						\$12,490	
Task O.5	Arborist Evaluation and Report	\$	2,550																					
Task O.5a	Arborist Evaluation and Report	\$	2,550	2	\$460	0	\$0	6	\$1,050	0	\$0	8	\$1,040	0	\$0	\$2,550				\$8,000			\$10,550	
Task O.6	Utility Potholing - If Needed	\$	1,400																					
Task O.6a	Utility Potholing	\$	1,400	0	\$0	0	\$0	8	\$1,400	0	\$0	0	\$0	0	\$0	\$1,400				\$15,000			\$16,400	
Task O.7	Off Site Analysis of Wet Utility Capacity	\$	2,100																					
Task O.7a	Off Site Analysis of Wet Utility Capacity	\$	2,100	0	\$0	0	\$0	12	\$2,100	0	\$0	0	\$0	0	\$0	\$2,100				\$12,000			\$14,100	

EXHIBIT B

INSURANCE REQUIREMENTS

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

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

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

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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

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

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess

insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



REQUEST FOR PROPOSAL
FOR
Professional Architectural and
Engineering Services for Fire Station No. 2

August 2022

Submit proposal to:
Public Works Engineering
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

PROPOSALS DUE BY 4:00 P.M. FRIDAY, SEPTEMBER 9, 2022

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Introduction

The City of Seaside (“City”) is requesting proposals from Architectural and Engineering firms (“Consultant”) for the design of Fire Station Number 2 on city-owned northwest corner of Gigling Road and 1st Avenue, legally described as a portion of Assessor Parcel Number (APN) 031-151-012. The site is currently vacant, but is bound by paved streets, with no curb and gutter or sidewalk improvements.

The proposed services by the consultant will include relevant elements of civil, structural, mechanical, electrical, and architectural design, final construction plans and specifications, cost estimations, bidding and construction administration services and design schedule. The design consultant shall electronically submit digital plans for review to the City at the preliminary (30%), 60%, 90% and 100% stages including technical specifications and probable opinion of cost; submit the necessary number of wet signed sets for the building permit review/approval. A cost estimate will be submitted at the 60-percent (60%) stage to serve as an on-going basis for budget development. The cost estimate will be refined with each submittal.

The prospective Consultant will be evaluated based on information submitted in response to the criteria included in this Request for Proposal (RFP).

Once a selection is made, the City will enter into contract negotiations with the consultant firm. Upon successful negotiations, the City and consultant will enter into a professional services agreement with an anticipated start date of October 2022.

Project Description

The project will construct Fire Station Number 2 for the City’s Fire Department. The site area will encompass a total of 161,382 SF (3.7 acres) with the fire station including community room, individual sleeping quarters, restrooms, day room, kitchen, office space, turnout storage, exercise room, interior storage rooms, apparatus bays, along with an exterior fueling area, butler building for apparatus storage and training area as depicted in the Seaside Fire Program Report, prepared by RRM Design Group, dated March 7, 2022 (“Fire Program Report”). An additional 50-foot buffer surrounding the site area to the north and west shall be included within the site boundary to account for the Consultants opinions on optimal project locations based on infrastructure and technical studies findings. The site area with buffer totals approximately 198,538 SF (4.56 acres).

The subject property is located at the northwest corner of the Gigling Road at 1st Avenue intersection. The site is undeveloped and vacant with mature trees and shrubs scattered on the site. Multiple utility easements are observed surrounding the site area including overhead electrical lines fronting Gigling Road. Gigling Road and 1st Street along the property frontage are paved streets, having no curb and gutter. An existing dirt road/trail off Gigling Road bisects the property into a western and eastern portion.

Fire Station Number 2 is planned to immediately accommodate 4 firefighters, with a minimum of 3 firefighters per shift. In the future, the facility should be designed to accommodate 7 firefighters. (two full fire companies).

On-site Improvements:

The proposed station will consist of the following:

- Fire Station building consisting of 12,670 square foot fire station for office, living and general operations;
- Apparatus Bay: including 2 bays consisting of 2,880 square foot covered apparatus bay with front and rear access;
- Training Facility: 58,800 SF improved area;
- Storage and Butler Building: 1,600 square feet;
- Site Improvements: Parking, landscape, outdoor patio, and workout area.
- Improvement Plans: Street improvements, water (potable and recycled), sewer and storm drain to support the Fire Station.

Please reference the Fire Program Report (Attachment A) for additional detail on interior and exterior program improvements.

Off-site Improvements:

Curb and gutter and sidewalk improvements shall be included in plans per the below future uses to meet traffic needs.

The Fire Station will require three access drives including the following site area locations:

- Public access provided off 1st Avenue, approximately 100-feet north of Gigling Road.
- Employee and apparatus access will be off Gigling Road, approximately 275 feet west of 1st Avenue. This is a secured access.
- The apparatus only access will be off 1st Avenue along with employee access.

The access locations will need to be evaluated by a traffic engineer for best location, design, and operation, as well as the need for traffic stop improvements at 1st Avenue and Gigling Road, which will also inform the location and operation of the access drives by the traffic engineer. Should a traffic signal be warranted, the work effort shall include intersection design and geometrics. Signal timing shall accommodate override that would be activated by fire personnel or an approved automated process.

Currently, Gigling Road is classified as an arterial within the current General Plan (GP). The 2040 GP identifies Gigling Road and a collector typical street connect arterial and local streets while also providing direct access to adjacent land uses, while 1st Avenue is listed as a 2-lane arterial.

See below Tables 1 and 2 for the existing and future classifications for Gigling Road and 1st Avenue.

Table 1. Existing General Plan Road Classifications

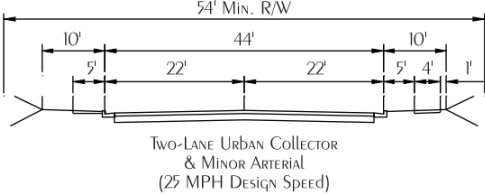
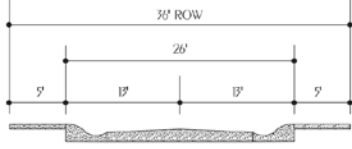
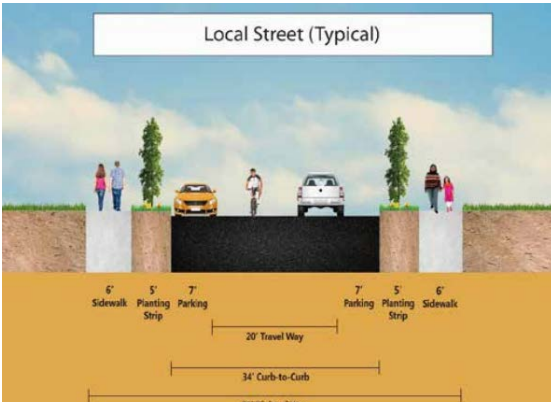
Existing General Plan Classification	
Gigling Road	1 st Avenue
Road classification: Arterial Arterials provide the principal network for cross-town traffic. They also connect the City to the external highway and freeway system. Arterials generally have moderate traffic speeds and carry significant amounts of traffic. Primary traffic generators are and/or should be located on arterials.  TWO-LANE URBAN COLLECTOR & MINOR ARTERIAL (25 MPH DESIGN SPEED) Gigling Road, abutting the residential development to the south currently provides a 10-foot parkway with sidewalk.	Road Classification: Narrow Residential Narrow Residential provide two-way access with parking on one side.  NOTE: NARROW RESIDENTIAL - ONE WAY WITH PARKING ON BOTH SIDES OR TWO WAY WITH PARKING ON ONE SIDE

Table 2. Proposed 2040 Future Road Classifications

Seaside 2040 Classification	
Gigling Road	1 st Avenue
Road Classification: Collector (Typical) Collector Typical streets connect arterial and local streets while also providing direct access to adjacent land uses.  Collector Street (Typical)	Road Classification: Local Local roads per Seaside 2040, all streets that are not designated as arterials or collectors are local streets.  Local Street (Typical)

Infrastructure:

Wet Utilities:

The Consultant will need to develop a detailed plan and profile utility plans, which will include sanitary sewer, storm drain, gas and water line locations within the Site.

The consultant will be required to comply with the local Stormwater Permit which may require design of onsite stormwater retention and treatment systems. Stormwater compliance plans will also be required for this project. The consultant will also be required to coordinate and assist the contractor to obtain a Construction General Permit (WDID number) from the State Water Board for this project prior to the start of work.

Dry Utilities:

As the parcel has been historically vacant, installation for connection to dry utilities will be required as a part of the future use for the Fire Station.

Approximately seven above ground utilities poles are observed along the northern side of Gigling Road. Coordination with Pacific Gas and Electric (PG&E) will be required for future retrofitting of these lines.

AT&T communication lines are observed through onsite manhole covers and will need to be traced. Natural gas runs through the larger city-owned parcel and feasibility for connection will need to be completed for site area access.

All necessary utilities to and through the fire station including sanitary sewer, storm drain facilities, gas, water, electric, telephone, cable and fiber will need its own utilities service connection as described within this document.

City Processing

The work effort will require concept plan development, schematic design plans, design drawings and construction drawings to satisfy the city's planning and building processing requirements.

While the fire station is a permitted use, the project will require Architectural Review approval and environmental certification in accordance with CEQA guidelines. Architectural Review will require the following plans and information:

1. Plan Sets - All plans shall be accurate and clearly drawn to scale on a minimum size of 24"x36" using either an engineer's or architect's scale. Six (6) full-size plan sets and one (1) reduced set (11"x17") shall be submitted with this application for initial review. Reduced plans may be submitted electronically in PDF format. If plan revisions are requested, planning staff will inform you if additional plan sets are required.
2. Site Plan - Show all property lines and dimensions, adjacent streets, and alleys, required setbacks, structures, driveways, parking spaces, landscaped areas, signs, trash enclosures, etc. on a scaled plan of the entire subject property. Include all north arrow, structure dimensions, distances from other structures, and distances to adjacent property lines.
3. Floor Plan - Include existing and proposed plans for all tenant spaces, interior living spaces, windows, walls, and doors.

4. Landscape/Irrigation Plan - Include landscape plan, plant schedule, and irrigation plan.
5. Elevations – Show and label all existing and proposed exterior elevations with the maximum structure height from finished grade to roof peak for each elevation. All exterior features must be shown on elevations including signs, light fixtures, utilities/cabinets, railings/stairs, walls/fences, entry doors, etc. Colors and materials should be identified on all elevations.
6. Colors and Materials - Provide one (1) presentation board with all proposed exterior materials and colors. (If applicable).
7. Roof Plan - Provide a roof plan for all existing and proposed structures (only for projects that involve roof modifications).
8. Civil Technical Studies:
 - a. Preliminary Geotechnical Report
 - b. Surveying
 - c. Utility Composite
 - d. Hydrology/Preliminary WQMP
 - e. Water and Sewer Capacity
 - f. Fire Flow Study

As a part of the initial studies, the Consultant shall develop an existing utility composite plan to confirm the historic utility infrastructure on site. The historic utility infrastructure map will be provided to the Consultant upon contract execution.

A base map shall be prepared by the Consultant after survey has been completed and utility composite plan has been confirmed. The base map should be reviewed by the City to confirm limits of work and adequate survey and existing features.

The consultant will need to work with County of Monterey County of Environmental Health to obtain the necessary permits and Marina Coast Water District (MCWD) or City of Seaside for infrastructure and allocation. There will not be a need for annexation into MCWD's service area, but connection coordination will be required. Water utility connection with MCWD will need to provide additional approvals prior to initiation of construction along with processing water improvement plans through MCWD as part of the entitlement and pre-construction efforts.

The City's Fire, Public Works including Engineering and Maintenance & Utilities Divisions Traffic and Development Services Departments will play a key role in the review and approval of all plans.

City required fees for plan reviews, permits and inspection will be paid for by the City. The City will also pay the Department of Environmental Health fees; coordinate submittal with the Project Manager so that payment can be arranged.

Scope of Services

The City seeks a firm or firms licensed in the state of California to provide all services including but not limited to complete architectural, civil, landscaping for the entire site inclusive of the structural,

mechanical, electrical and plumbing engineering services and such other services as may be necessary in the design and construction of Fire Station Number 2 project within the budget limits set by the City and in compliance with all applicable codes, standards, laws, rules and regulations.

The Consultant shall demonstrate, through the submitted qualifications and proposal, the experience, vision, and services necessary to provide successful handling of design development, approvals, and construction support necessary for this project.

The consultant shall identify tasks and deliverables for the work. Tasks and deliverables should include, but not be limited to, each or a combination of the following:

Task 1: Schematic Design Phase – 30% Design Phase

Hold a kick-off meeting with appropriate City staff including the Fire Department to discuss project approach and features of the new station design requirements. The goal of the project will be identified and direction from the City project manager and staff will be obtained, and project schedule would be reviewed and confirmed.

Prepare a firm project schedule and kick-off meeting minutes.

The consultant and staff shall meet at least once every two weeks to discuss the progress of the project; this shall remain in effect for the duration of the design process and will end once the plans have been approved by the City. More frequent meetings may be required in the early stages of the project to ensure project needs are being met. All meetings shall be scheduled through and attended by the City's project manager; all necessary city staff will be invited to the respective meetings.

Meet with City Departments to review all requirements including design reviews and approval process, in coordination with the City's project manager; assist city staff with Architectural Review approval. The consultant shall provide meeting minutes within five (5) working days of each meeting for review and comment.

A mass grading plan shall be prepared for the site and surrounding buffer zone with a separate precise grading plan shall be prepared for site ingress and egress as well as the Fire Station. The site shall be designed to accommodate the Fire Station, the training center, living quarters, and multiple parking areas (one with solar) as described within the Project Description and details described within Attachment A.

The consultant will need to prepare, in conjunction with the City's Project Manager, Fire Department and Traffic and Engineering Department, preliminary concepts for the proposed traffic signal at 1st Avenue and Gigling Road along with curb and gutter improvements along the building boundary.

In addition, the consultant will work with the City's Project Manager to determine the limits of off-site improvements required including connection to existing utilities. Off-site improvements will consider street, curb and gutter, sidewalk, ADA access ramp and access point improvements along the frontage of the property (1st Avenue and Gigling Road).

Preliminary landscaping plans and costs for the precise grading area are needed at this stage. The consultant will need to coordinate with the City's Project Manager and City's Landscape Architect for requirements early in the process. Landscaping shall be for the entire project site.

Develop preliminary cost estimates based upon site grading as well as building systems and components, including furniture, fixtures, and equipment (FFE) for each floor. The building shall have a cost component for a two-bay fire apparatus bay for internal discussion.

Anticipated 30% Deliverables

Preliminary Site Plans noting:

- mass grading
- delineated areas of precise grading
- preliminary building footprint
- off-site improvements
- confirmed existing on and off-site utility composite plan
- utility connections
- stormwater compliance documentation
- traffic signal (if applicable)
- landscaping

Rough Order of Magnitude of Costs

Task 2: Design Development Phase – 60% Design Phase

The consultant team shall refine design of floor plan, building elevations and site plan and will coordinate the site requirements with Geotechnical Engineer.

The structural system and the building mechanical, plumbing, and electrical systems will be developed consistent with the design concept. Vehicle exhaust equipment, Apparatus Bay Door Opening equipment and signal synchronization equipment shall be identified at this stage.

The Consultant will coordinate with appropriate City staff, systems for phone/data/cable, station alerting requirements, interior material and color board and will develop preliminary fixture and furniture selections.

The off-site plans will be refined based on City staff input. On-site plans will also be refined based on City Staff input.

A preliminary construction cost estimate based on actual off-site and on-site as well as building components shall be presented which will be more detailed than the systems estimate prepared during the schematic design phase. The consultant will also prepare a Conditional Use Permit during this phase. The consultant will be required to prepare stand-alone documentation for the Fire Station; coordinate either document with the City's Planning Department through the City's Project Manager; and make a presentation to the City Planning Commission and City Council.

The plan sets for Design Development and Construction Document Phases shall be established such that the Architectural Building Plans may be separated from Site and Utility Plans for the sake of plan review and comment. Architectural Building Plans will need to be submitted at the various stages for review by Building and Planning Department; the Project Manager will work with the consultant on the proper methodology to do so.

Anticipated 60% Deliverables

Project Plans noting:

- Mass grading
- Precise grading

- Building footprint
- Building elevations
- Civil site plans
- Detailed utility plans
- Stormwater compliance plan and studies
- Off-site improvements including street, curb and gutter, sidewalk, and ADA ramp improvements
- Traffic signal (if applicable)
- Landscaping and recycled water irrigation

Preliminary Cost Estimate

Task 3: Construction Documents and Bidding Phase – 90%, 100% and Final Design Phase

The Consultant shall prepare documents for construction including Plans, Specifications and Estimates (PS&E) based on the approved Design Development elements suitable for bidding. Submittals will be at 90% and 100%. PS&E shall be submitted through the City's digital submittal process for review. Once all approvals have been obtained, hard copies of all plans, specifications, reports, and estimates shall be provided for final signatures and permits.

Construction Documents will incorporate Geotechnical requirements and recommendations for soils preparation, foundation, and paving design.

Submit plans to the City as noted above for plan check and perform all required revisions to construction documents based on each reviewing Department's comments.

Meet with City staff to review final design and construction documents.

Provide final original design drawings and specifications for use in bid packages. Participate in a pre-bid walkthrough at the site with interested contractors and interpret and clarify contract documents for contractors. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc.) prior to final payment release.

The plan sets for Design Development and Construction Document Phases shall be established such that the Building Plans may be separated from Site and Utility Plans for the sake of plan review and comment.

Anticipated Deliverables for 90%, 100% review and Final Submittal

Project Plans noting:

- Building plans
- Civil site plans
- Mass grading plan
- Precise grading plan
- Detailed utility plans
- Stormwater compliance plans and studies
- Off-site improvement plans
- Traffic signal (if applicable)
- Landscaping

Cost Estimate at each percentage submittal

Technical Specifications at each percentage submittal

Hydraulic and Hydrology studies for state and local Stormwater Permit compliance and to secure a Construction General Permit (WDID Number) Coordination

Final Anticipated Deliverables

Project Plans noting

- Final reproducible plans signed by the respective Departments including but not limited to:
 - Mass Grading plans
 - Building plans
 - o Building footprint
 - o Building elevations
 - o Structural plans
 - o MEP Plans
 - Civil site plans
 - Detailed utility plans
 - Off-site improvement Plans
 - Traffic signal plans (if applicable)
 - Landscaping plans

Final Cost Estimate

Technical Specifications Sealed and Signed by Architect and Engineers of Record Hydraulic and Hydrology studies for Stormwater Compliance

Construction General Permit/ WDID Number Coordination

Task 4. Construction Administration Phase

The services in this phase are based on consultant's proposed construction period, from Authorization to Proceed through Punch list Inspection and the following services will be provided:

- Attending Pre-Construction Meeting.
- Review and approval of submittal and shop drawings
- Interpretation of contract document and responding to RFIs
- Review and recommend change orders
- Daily inspections
- Make weekly site visits to review work progress and verify work is proceeding in accordance with construction documents.
- Perform Punch list Inspection and final inspection to certify that all works are completed in accordance with construction documents.
- Provide Record drawings at end of the project noting all approved field changes

RFP Submittal Content

Technical Proposal

To respond to this request for proposals, the City of Seaside asks for a proposed scope of work for each category contemplated, proposed project manager, cost proposal, and schedule for completing the project. Submit three copies of the proposal, and one PDF copy on a new, unused “thumb” drive. The PDF shall be no larger than 10 megabytes and include all relevant signatures. Page limitations are listed below; double sided pages will count for two pages in the overall page count as will sheets listed “Left Blank Intentionally,” so please plan accordingly.

It is requested that responses to this RFP not regurgitate the information contained herein but rather that the responses expand and elaborate on the information requested. It is further requested that responses demonstrate an understanding of the requested services. Contents of the responsive proposal shall include (all Font shall be Arial 12 point):

1. ***Cover Letter (may be used for single or multiple categories) – 3 pages maximum (front only)***
 - Include a statement regarding City Insurance Requirements
 - Include a statement regarding payment of Prevailing Wages as required
 - Include a statement regarding stability of Schedule of Hourly Billing Rates for the initial 3-year contract period
 - Include any exceptions to the RFP or contained language or the attached Professional Services Agreement template
 - Signed by those with authority to contractually enter into a written agreement between the consulting firm(s) and the City
2. ***Proposed Scope of Services– 20 pages maximum***
 - Proposed Services, Deliverables and Method of Delivery
 - Project Manager (single point of contact for the firm) providing a one paragraph explanation why the PM was selected – include resume in Appendices
 - LEED level work is not required or requested for this project beyond the plans including solar and EV charging stations per the proposed Site plan.
 - Provide a Schedule showing Project Milestones and Deadlines, including significant events and deliverables
 - Provide a list of proposed subconsultants (this list cannot change without written concurrence from the City ten (10) days prior to the substitution)
3. ***Organizational Chart noting lead firm and subconsultants***
 - Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project’s construction cost. Discuss whether the design and construction were completed on time and within budget. Identify any obstacles encountered and how it was resolved.
4. ***References - 7 pages maximum***
 - Provide at least five (5); can include the City of Seaside or neighboring cities or Monterey County agencies
 - Must be current within the last five (7) years
 - Current Contact Name, Title, telephone number, email, and how long the firm has worked with the current individual if the City cannot reach the Contacts listed, this may disqualify the firm from further consideration

5. ***Appendices – 20 pages maximum (Does not count for total number of pages and may not be reviewed)***

- 5 pages max. per individual resume,
- 15 pages max. for all other materials.

Cost Proposal Content

The cost proposal shall be for Fire Station Number 2 as outlined in Project Description above. Develop cost fees for the service based on hourly rates. Provide a clear breakdown of these costs by task. The task order shall represent the proposed scope. Each task shall include the proposed staffing effort, with corresponding hourly rates. The cost proposal shall identify and include sub consultant fee breakdown. Please list all service expenses and reimbursable allowances. The cost proposal shall be submitted in a separate sealed envelope and labeled “Cost Proposal”.

Consultant Selection Process and Criteria

The consultant selection committee will evaluate each proposal and rank the consultant teams based on the response to items in Section III, technical information, qualifications and check of references provided in the proposal. Interviews are anticipated for this project and will be tentatively set as listed in the timeline below.

The issuance of this RFP constitutes only an invitation to present responses. The City reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The City reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the City for any reason, the City shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The City reserves the right, at its sole discretion, to waive any irregularities or informality. The City may conduct interviews with respondents.

The City of Seaside reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the City’s sole judgment, best meets the requirements of the project.

Evaluation Criteria

City staff will evaluate the materials provided in response to the Request for Proposals based on the following criteria:

1. *Project Team (20%)*: This includes the team’s qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart.
2. *Project Understanding and Approach (30%)*: This includes demonstrated knowledge of the work required, explanation of the project, key components, local and best practice processes, and innovative approaches and internal measures for timely completion of project.
3. *Scope (25%)*: This includes the relevance, completeness and logic of the scope.
4. *Project Management (15%)*: This includes the ability to manage the project in a turnkey fashion, responsiveness to the City and its citizens’ needs, quality and timeliness of the

deliverables and budget control.

5. *References (10%)*: This includes record of producing quality product on similar projects on time and within budget.

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the City elects, the top three proposals may be requested to participate in an interview. If your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City will NOT be liable for any costs associated with your firm preparing its response to this RFP.

No Proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that no such modification will result in a substantive amendment to the proposal. The City reserves the right to reject any or all proposals received as a result of this request and at its discretion waive any informality, technical defect or clerical error in any proposal.

Consultant Selection Schedule

- Issue Request for Proposal – August 4, 2022
- Questions Due – August 15, 2022
- Responses to Questions – August 22, 2022
- Consultant Proposals Due – September 9, 2022
- Evaluations – September 12 – 16, 2022
- Interviews – Between September 19 – 23, 2022
- Consultant Contract Award – October 6, 2022

The successful Consultant will be required to enter into a contractual agreement, inclusive of insurance and indemnifications requirements with the City of Seaside in accordance with the Standard Professional Services Agreement (Attachment B). Please indicate in the cover letter, that the firm understands the above requirements of the contract and accepts these requirements.

Procedure for Submission

The consultant may submit the proposal via email providing the attachments do not exceed 10 megabytes (10MB) in size. It is the consultant's responsibility to verify receipt of the email along with all attachments. Do not assume the City has received the submittal. Drop Box or FTP sites will not be accepted. Technical and Cost Proposals shall be separate files and shall be PDF format.

The consultant may also mail, or hand deliver a copy of the Technical and Cost Proposals. Technical and Cost Proposals may be packaged separately in the same envelope. Mailed documents will be received via a central location and may not be delivered to the Fire Department in a timely manner or at the designated time. No allowances will be made for mailed packets not delivered in time. Mailed or hand delivered documents shall be addressed as noted:

Attn. Ms. Jasmine Dolan, Senior Administrative Assistant
440 Harcourt Avenue
Seaside, CA, 93955
(831) 899-6786
Due Date: 4:00 pm September 9, 2022

All data, documents, and other products submitted in response to this RFP remain the property of the City. City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP and any appendices hereto, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the selected Consultant.

Materials submitted by Consultant are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.), unless exempt.

Please review the Professional Services Agreement and indicate whether the standard provisions are acceptable as noted in the Cover Letter.

The City of Seaside appreciates your response. Please call Ms. Nisha Patel, Public Works Director/ City Engineer at (831) 899-6884 or e-mail cassie.bretschger@kimley-horn.com with questions you may have. Responses to questions received will be posted on the City's website. No questions will be accepted after 4:00 pm August 15, 2022; the last response via addendum will be posted to the City's website by 5:00 pm August 22, 2022.

This RFP will be available for viewing and downloading on the City of Seaside Website at <https://www.ci.seaside.ca.us/>. See pulldown menu "How Do I"/Submit/Request for bid proposals and bid notices/ Current Projects.

Contract

The City of Seaside will use the attached Professional Services Agreement for the contract. Submittal of a proposal to perform this work indicates that the proposer has reviewed the attached contract and insurance requirements and agrees with the terms in these documents. Award of contract(s) will be subject to approval by the City Council.

Addenda and Interpretation

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP, or should there be a need to clarify the RFP, you may request clarification in writing or by email to cassie.bretschger@kimley-horn.com.

Any other contact with City personnel related to this RFP, prior to the formal appointment of the consultant, is prohibited. Such requests for clarification shall be delivered to the City at least ten (10) business days prior to the proposal due date. Any City response to a request for clarification will be made in the form of an addendum to this RFP and posted on the city's website <https://www.ci.seaside.ca.us/Bids.aspx>. All addenda shall become part of this RFP. Proposals shall contain all addenda signed and dated by the Proposer.

General Description of Proposed Agreement

Upon conclusion of the RFP process, the Department of Public Works will recommend a firm to enter into negotiations for the assignments described. The recommended Proposer shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Professional Services Agreement (Attachment B).

Insurance Requirements

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in Exhibit C to the City's Professional Services Agreement (Attachment B).

Examination of Proposed Material

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

Public Nature of Proposal Material

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

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

Disqualification

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

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

Non-Conforming Proposal

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

Prohibition of Gifts

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

Non-Discrimination/ Non-Preferential Treatment

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

Additional Terms and Conditions

A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Proposer, if any, to the terms and conditions included in the City's Standard Consultant Agreement should be included in the proposal. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

B. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.

C. The City reserves the right without limitation to:

1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
3. Enter into negotiations with one or more Proposers;
4. Modify and re-issue the RFP;
5. Take action regarding the RFP as may deemed to be in the best interest of the City.

D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Proposer.

E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

ATTACHMENTS

- A. Fire Program Report
- B. Professional Service Agreement



SEASIDE FIRE
PROGRAM REPORT-MARCH 7, 2022



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EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

The City of Seaside initiated this Facility Needs Assessment to identify needs of the fire department, layout of a future fire station and associated costs.

The City of Seaside hired RRM Design Group to provide the Fire Master Plan with the following goals:

- *Identify Fire Station Space Needs Requirements*
- *Illustrate Fire Station Needs with Component Diagram*
- *Analyze Fire Department personnel services budget*
- *Identify Fire Department Furnishing and Equipment Costs*
- *Identify the Fire Station Conceptual Facility Project Budget*
- *Prepare Overall Conceptual Project Schedule*

A Master Plan Design Team was assembled including the following:

- RRM Design Group
 - Michael Scot
 - Peggy Sonoda
 - Alex Martinez
- Seaside Fire Department
 - Mary Gutierrez
 - Paul Blaha
 - Benjamin Flores
 - Benjamin Smith
 - Brian Southerland
 - David Nava
 - Jason Hicks
 - Josh Sisneros
 - Rosalina Barrios
 - Richard Meyer





CONCEPTUAL SPACE NEEDS



**Seaside Fire Station
SPACE NEEDS OUTLINE
March 7, 2022**

COMPANY PERSONNEL:

Station to accommodate 4 current personnel, including:

Captain, and minimum 3 Firefighters per Shift, three shifts. In the future may have 7 Firefighters and go to two companies

SITE OPERATIONS		SPACE ATTRIBUTES
1.0	Fire Dept Parking	14 Crew spaces is target minimum within secured fenced area; vehicle protection covering, additional 5 spaces per day for: Fire Marshal; Chief; 2 Admin Staff; and 1 reserve County Chiefs meetings need 15-20 spaces outside secured gate. CPR classes may need 18-20 unsecured spaces Gate Operator. Keypad and remote control. Provide Knox Box. Keypad with Intercom Concrete paving to match Rear Apron material and thickness Exterior lighting to be on a geosynchronous time clock
	Reserve App Bay	Two bays, one deep bay
	Wash Rack/Hose Rack	Ground-mounted, Gear Grid type on apron. Department uses synthetic hoses which can be loaded wet
	Ancillary Storage	Butler-type building for storage. Two bays
	Outdoor Storage	ConX containers on base rock for PPE, hose, tools, paint, flammable cabinets and supplies. 8' x 20.' Power not required. Currently have 3 at FS 1
	Vehicle Wash	At Rear apron, connect to clarifier, provide hose bib Pneumatic is best to ensure it is used
	Visitor and Public Parking	If Community Room included, need 18-20 unsecured spaces for CPR classes, meetings, etc.
	Front + Rear Aprons +	Enclosed by secure fencing. Concrete paving. Rolling gate with operators, key pad Full length apron, front and rear. 45' for ladder truck
	Fire Fighter Patio	Adjacent to kitchen/dining room. Trellis or shade structure not required, but wind protection needed, Exterior door chime from station front door. Hose Bib plus Gas for grill Basketball hoop Area to be secured and screened
	Emergency Generator	Diesel Generator sized to support whole station. Connect with direct pipe to fuel tank for full time storage of 72 hours of fuel. Protected in secure compound in close proximity to fuel tank with minimal visibility to public . Provide sound enclosure built on to generator Day tank under generator. Co-locate with Convault.
	Fire Department Fuel Refill	Diesel fuel dispensing connected to generator. 1000 Gallons of Diesel with split off to Generator.



	Security Fence	Secured yard with fencing - 8' block wall with 8' gates
	Trash and Recycling	Enclosure in secure area, place for front loading truck access 11' x 22' footprint. Sized for 3-person crews. Sprinklers not required. Other specifications as required by waste provider and Fire Marshal. Hose Bib
	Radio Antenna	Antenna mounted on building All digital systems
	Outdoor Training Areas	Space for future outdoor training props If space allows - draft pit for pump testing.
	Fire Hydrants	Fire Hydrant on FS meter in addition to required curbside hydrant. 50' from FDC. Per DC/Fire Marshal Paul Blaha
	Site Lighting	Lots of lighting - lots of transients, Security lighting at exterior fencing, controlled lighting at rear apron
	Site Garden	Desired, not required
	Landscaping	Low landscaping to minimize hiding places in landscape
	Signalization - Off Site Requirements	Verify off-site requirements with City. Verify Stormwater Easement (existing Utility Cover and Pipe?) Chief to set up discussion with Mike and City Attorney/City Engineer

GENERAL FACILITIES CHARACTERISTICS

		Potential PV canopies over parking Avoid headlights pointing into residential across Gigling
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OTHER FACILITIES CONSIDERATIONS

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STATION BUILDING

FINISH LEGEND

A. Simple Finishes

B. Standard Office Type Finishes

C. Intense Finish

			DIMS.	SF	Proposed		Finish
					QTY	TOTAL SF	Type
APPARATUS BAYS / APPARATUS BAY SUPPORT AREAS							
2.0	Apparatus Bay Apparatus: From Paul (01/24) Ladder Truck - 35'5" + extra length for ladder over bumper (37'6" more accurate) Fire Engines Type 1 - 30' Type 3 - 25'1" HazMat - 36'6"	2 Apparatus Bays - first out One of which is Drive-thru App Bay CMU Wall construction Slope floor to trench drains in each bay Control joints at drains and at 10' intervals Plymovent vehicle exhaust system Gang control door operators Red/Green light overhead door status indicator Sectional Coiling Overhead app bay doors with as much light/vision panels as possible. Factory-coated finish and thermal insulation Person-door to App Bay with vision panel and panic hardware Radios are charged on rigs Air drops toward middle of App Bay and quick connects on perimeter walls (4) Electrical drops at each bay, to 4' A.F.F. Hose bibs - Garden Valve 3/4" Opening 2 on each wall (6 total) Two (2) high access drops for wireless access points over the engines Phone and data outlets Three (3) 2" conduits across Apparatus Bay for data - overhead is preferred. Conduits to be concealed. Map and Monitor in adjacent vestibule Reserve garage - two bays, one deep Good drainage required	20' x 72'	1,440	2	2,880	A A A
2B	Work Room/Shop Separate Room 20x20 look at current size	Bench vise and hard wired grinder. Built-in workbench with galvanized top with base cabinet (some open, some with doors). Freestanding 30" Shop Sink & work bench (FS 1 bench custom-made by former personnel) Tool chest area Flammable Liquids Cabinet - with legs to raise above ground Mop sink and mop rack with shower head with hose. Upper cabinet storage with under cabinet light (3) duplex outlets min. above bench and (2) duplex outlets min. below at each wall. Air Compressor and air connection - in closet for noise control Tool charging Evidence Storage Cabinet - Flammable cabinet Barn doors or double doors Eye Wash station	15' x 20'	300	1	300	A
2C	Wash Alcove	Handwashing sink near entrance to living area from app bay Hose Bib	3' x 2'	6	2	12	A



2D	Air Fill	Separate room/space from compressor and regulators (those could be outside) Existing Bauer system Locate near Shop area Racks to store 27 ideally but minimum 18 cylinders (9 cylinders per apparatus) Exterior door or connection to rescue unit	10' x 15'	150	1	153	A
2E	Hose Rack Room	Four, 8' long racks, 3 reels high Near Shop	12' x 16'	192	1	192	A
2F	EMS Closet	EMS Storage Shallow shelves for storage, work counter	6' x 10'	60	1	60	A
2G	Janitor/Mechanical	Cleaning Supplies and Equipment <i>space for mechanical depending on design</i>	12' x 10'	120	1	120	A
2H	App Bay Restrooms (2)	Sink and Toilet - Shower Sauna plus 1 toilet, 2 unisex shower rooms	8' x 8' 4' x 6'	64 24	2 2	128 48	A A
2I	Vestibule	Transition zone Positive ventilation	6' x 12'	66	2	132	B
2J	Medical Supply	Storage shelving, some of which is lockable	9' x 10'	90	1	90	B
3.0	Response/Charging Alcove	Located in the App Bay/Vestibule Battery charging, radios and cell phones. Two (2) fourplex outlets minimum above casework, Two (2) fourplex outlets within casework below Laptop, Radio, Tick, Lights, Defib, Jaws Wall Monitor and Map Phone and data outlets Built-in casework on both sides of space uppers and lowers Shelf for spare radios (DC also has 10 spares) and radios are assigned/dedicated to individuals	2' x 12'	24	1	24	A
4.0	Clean Up / Wash Room	Direct access from the App. Bays with connecting door into station Freestanding stainless steel sink with drain board and faucet Drying rack above sink drain board Gear Drying Cabinet Bio Hazard Bin/Closet Shelving for cleaning supplies Exterior Shower adjacent to this room for gross decon/clean up	10' x 11'	110	1	110	A

5.0	Communication and Equipment Room	Wall space for backboards for phone system - 3/4" plywood face out on all walls 8' high provide separate AC system	10' x 10'	100	1	100	A
6.0	Utility/Water Heater Room	HVAC Equipment Water Heater with recirculation pump. AE to investigate possibility of tankless units.	10' x 10'	100	1	100	A
7.0	Yard Storage	Yard maintenance and tool storage Should be in new outside Storage Building but exterior door from Storage Building	0' x 0'	0	0	0	A
8.0	Locker Turnout Room	(21) firefighter turnout full height storage lockers (30" wide x 24" deep) plus 11 half-height, stacked/split level 32 total, each person gets two, one full and one half height for Type 3 Wildland gear, Lite "Go" bag Hanging pole for 2-3 hangers Lockers to have 45% minimum ventilation (1) Extractor Drying rack with floor drain for turnouts Floor drains throughout Gear Drying Cabinet Gear grid type lockers, 30" wide Need storage for additional uniforms Need Biohazard Pick Up Closet - service picks up Washer/Dryer here is to be confirmed with fire department	20' x 27'	540	1	540	A
	Turnout Cleaning Room		10' X 10'	95	1	95	
8.A	Cache Storage	Protect from app bay contamination Ice Machine Need Gatorade and water storage as well + MRE, sleeping bags and coolers	10' x 15'	150	1	150	A
9.0	Compressor Room		8' X 12'	90	1	90	A
Apparatus Bays / Apparatus Bay Support Area Subtotal:					5,324 SF		

			DIMS.	SF	Proposed		Finish Type
					QTY	TOTAL SF	
	FIREFIGHTER LIVING AREA						
10.0	Kitchen	(3) 36" wide refrigerators, one per shift Gas Range with 6 burners and griddle Pot filler at range Double wall oven One dishwasher -- commercial quality, stainless steel - with heating element One Microwave on counter, One on shelf Upper and Lower Cabinets, general shared storage Individual 1' x 3' or half-height food cabinets/lockers Island with a step down counter section with prep sink Trash containers exposed in plain view	16' x 16'	255	1	255	C
11.0	Dining Area	Table and seating to accommodate 10 people Space to allow a 15 foot table for holiday family meals Smart Board Marker Board Phone and data outlets Direct access to patio Monitor on Wall	16' x 13'	204	1	204	B
12.0	Day Room	Sized to accommodate 8 lounge chairs Tiered seating Separate room but adjacent to dining/kitchen Wired for surround sound speakers (by Association) Built-in Base Cabinet with shelf for AV equipment 3'x6' Bulletin Board 4'x8' Dry Erase Board TV/Speakers, provide blocking and power/data wall mounted outlet unit for flat screen TV Phone and data outlets CAD status, pre/post ~40" monitor-HDMI drop	16' x 24'	376	1	376	B
13.0	Janitor/Utility/Laundry	Storage for living quarter cleaning supplies Roof Access Ladder (as needed) Storage for brooms, vacuum, etc Deep Utility Sink with cabinets above Water Heater (Placeholder-alternate location preferred, separate metal) tankless preferred if recharge rate is high enough Full Height Storage Cabinet Mop Bucket space Mop sink Mop hooks over floor drain Washer/Dryer	12' x 8'	96	1	96	C
14.0	Exercise Room	3/4" plywood under gyp. Board, typ. Rubber up the wall 30" high Mirror wall near elliptical machines Provide sound insulation in walls If near sleeping areas, provide sound resistive gyp. Elliptical (1) Treadmill (1) Multi-Use Exercise Machine (1) Operable windows double door to exterior Phone and data outlets Ceiling Fans CAD Display - HDMI drop	20' x 20'	400	1	400	B
	Water Fill Station	One near exercise and one near Crew Office					

			DIMS.	SF	Proposed		Finish Type
					QTY	TOTAL SF	
FIREFIGHTER QUARTERS AREA							
15.0	Firefighter Dorm Rooms	One Extra long bed/on standard frame (drawers below) Avoid adjacent beds with other dorm rooms Four (4) wardrobes lockers (24" wide) each room w/ storage above plus one quest locker 24" wide Storage above lockers for linens One (1) built-in counter 30" min. wide desk area w/ pencil drawer with desk light above Sound separation from living areas Separate response light and speaker to home run to Comm. Room Ceiling fan TV wall mount bracket and cable hookup Night table. USB plug-ins Reading light 42" above bed with switch Operable egress window Sound Rated windows with Blackout Shades Volume controlled speaker.	10' x 12'	120	8	960	B
16.0	Firefighter's Toilet/Shower Room Separate toilet/shower rooms.	Separate area with one (1) shower w/ bench and changing area. Shower with door One (1) accessible height toilet Corner bench at shower Access Panel for Shower Plumbing One (1) sink with base cabinet w/ no base + floor drain below for cleaning supply storage Response Strobe and volume controlled speaker near shower Mirror Floor drains One (1) FF Toilet shower room shall be ADA compliant, with bench in shower and grab bars and lavatory in place of sink cabinet.	8' x 12'	96	4	384	C
	DC Dorm Room	Division Chief Bunk Room like FF Bunk Room One extra long twin size bed in each room Night Table	12' x 10'	120	1	120	B
	DC Office NOT REQUIRED	Reading Light above bed Three (3) full height wardrobe lockers (24" wide) with storage above and one guest locker (24" wide) Sound rated window with blackout shades One (1) 5' wide desk area w/ side drawers and pencil drawer Separate Response light and speaker to home run to Comm. Room Ceiling fan TV wall mount bracket and cable hookup Sound separation from living areas Operable egress window CAD Display - HDMI drop	19' x 11'	204	0	0	
Firefighter Quarters Area Subtotal:					1,464 SF		



			DIMS.	SF	Proposed		Finish Type
					QTY	TOTAL SF	
	STATION OFFICE AND RECEPTION AREA						
19.0	Crew Office	Adjacent to entry with non-operable window with line of sight into entry vestibule (4) standard built-in 30" x 60" desks with counter space for (4) computer workstations Lateral files below work counter Area for copier / FAX / printer One (1) wireless station in hallway outside of station office Tackable wall surface between the counter and upper cabinets (4) Phone/data outlets Release button for Lobby front doors - Verify location with Fire Department Center conference table. Library storage for training materials and Pro-Con Conferencing System - Monitor/Camera Mail Alcove Water Fill Station nearby	11' x 18'	198	1	198	B
			2' x 9'	18	1	18	
			2' x 9'	18	1	18	
20.0	Reception Area/Lobby <i>Connect to Community Rm</i>	911 Phone at Exterior near Front Doors Hollow Metal Doors with Glazing at Entry Exterior Door bell and intercom to Crew Office next to front door w/ video camera Display Area - Cabinets and Wall Space Medical Walk-ins so needs easy access to restroom	10' x 16'	160	1	160	B
21.0	Captain's Office	CAD Display - HDMI drop Adjacent to Crew Office12	10' x 12'	120	2	240	B
22.0	General Storage	For files, supplies	8' x 11'	84	1	84	A
23.0	Public Restroom	Unisex accessible restroom Accessible grab bars and toilet accessories One lavatory and one toilet Adjacent to Front Entry Lobby	8' x 8'	64	2	128	C
24.0	Training Officer Office	Office for Training	10' x 12'	120	1	120	B
25.0	Police Substation	Office for PD	10' x 12'	120	1	120	B
Fire Station Office and Reception Area Subtotal:					1086 SF		



			DIMS	SF	Proposed		Finish
					QTY	TOTAL SF	Type
COMMUNITY ROOM/TRAINING ROOM							
	Community Room and Training Room	Lockable entrance accesible without entering Station	35' x 28'	980	1	980	B
	Hospitality Counter	Table and Classroom/Training Tables for 49 Room can be dividable Can be rented by community for meetings CPR Training Access to back apron Access to outdoors but separate from secured yard	10' X 2'	20	1	20	
	Community Room Storage	Table and Chairs on carts	10' X 8'	75	1	75	
Community Room/Training Room Area Subtotal						1075 SF	

CONCEPTUAL SPACE NEEDS SUMMARY

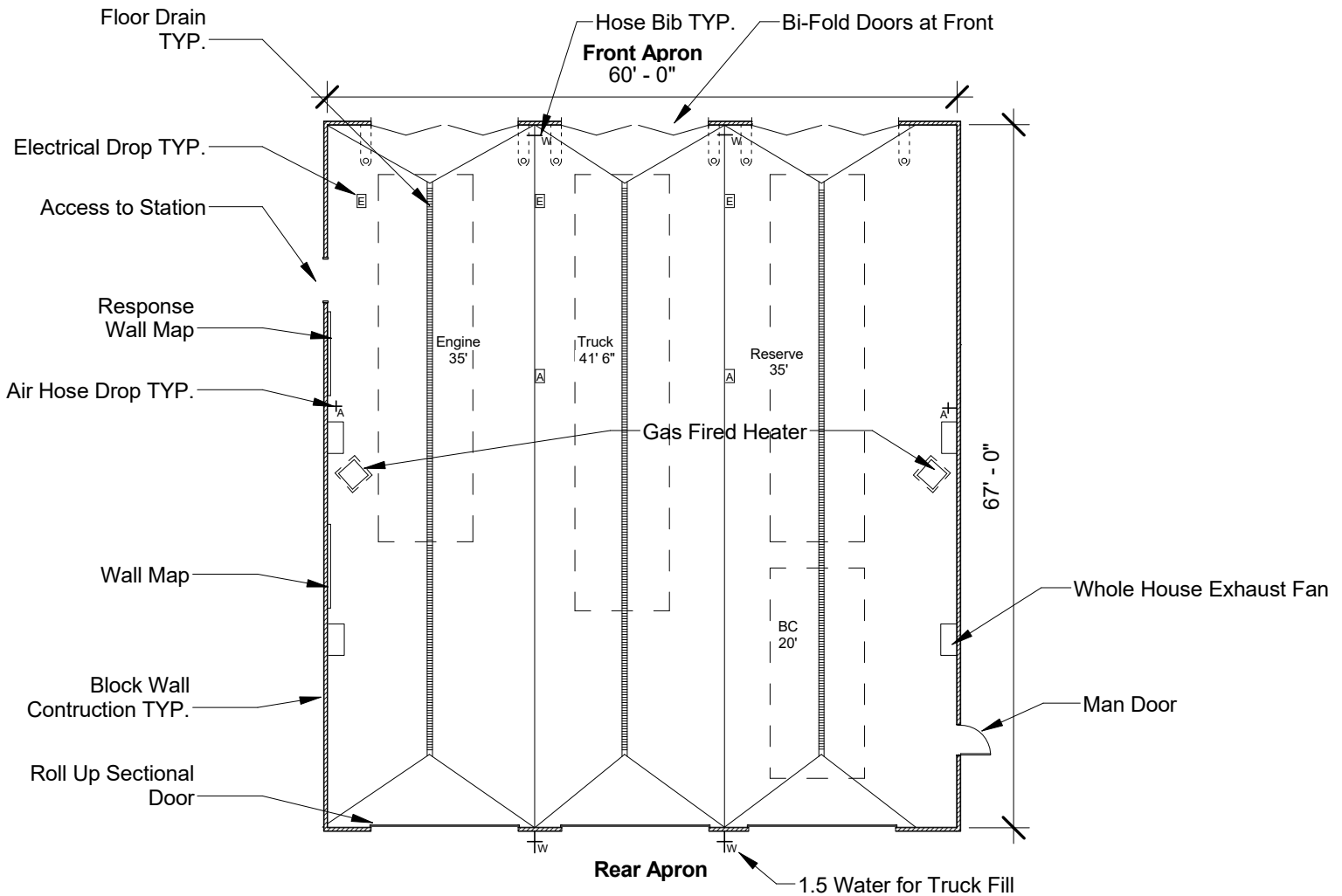
BUILDING TOTAL:			
APP. BAYS / APP. SUPPORT:	Area Subtotal	5,324	SF
FIREFIGHTER LIVING:	Area Subtotal	1,331	SF
FIREFIGHTER QUARTERS:	Area Subtotal	1,464	SF
FIRE STATION OFFICE & RECEPTION:	Area Subtotal	1,086	SF
COMMUNITY ROOM - TRAINING ROOM:	Area Subtotal	1,075	SF
	Building Subtotal	10,281	SF
	Structure and Circulation (23%)	2,386	SF
	GRAND TOTAL	12,668	SF





STANDARDIZED CONCEPTUAL COMPONENT DIAGRAMS

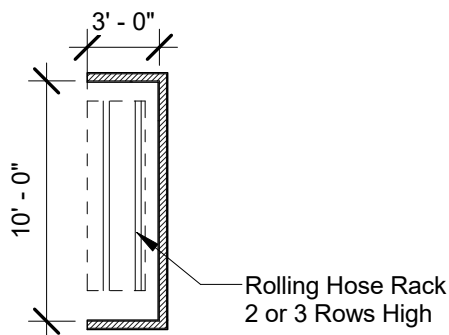




2.0 APPARATUS BAY

1/16" = 1'-0"

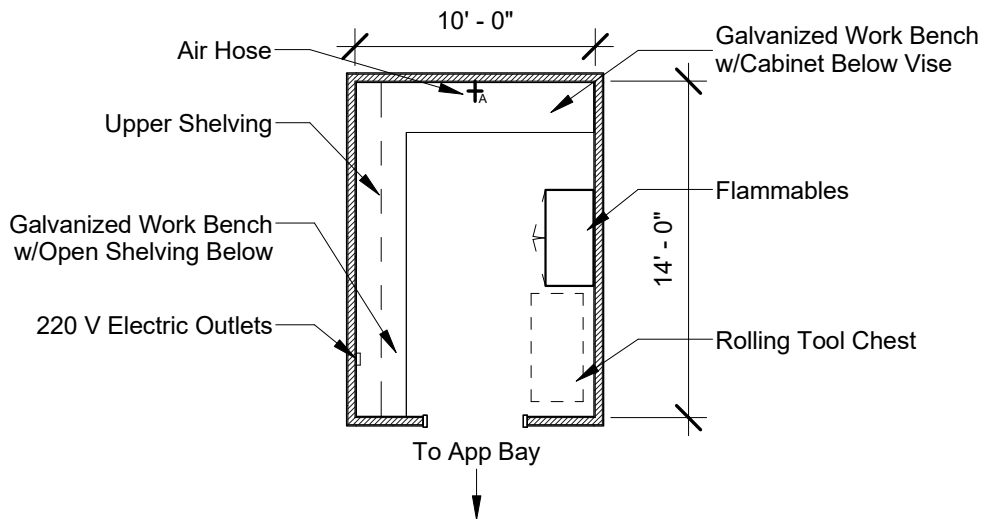
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



2A. HOSE STORAGE ALCOVE

1/8" = 1'-0"

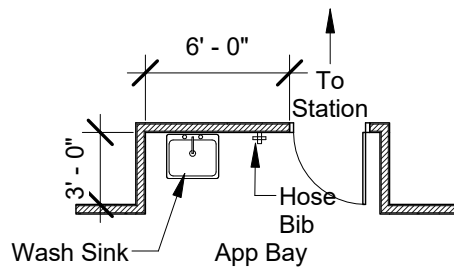
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



2B. SHOP

1/8" = 1'-0"

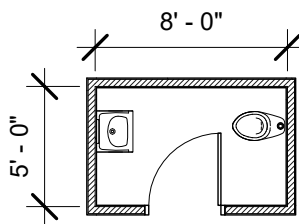
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



2C. WASH SINK ALCOVE

1/8" = 1'-0"

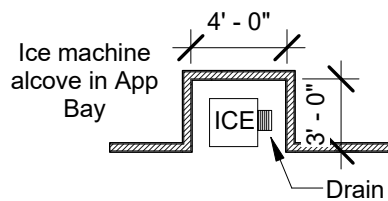
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



2D. APP BAY RESTROOM

$1/8" = 1'-0"$

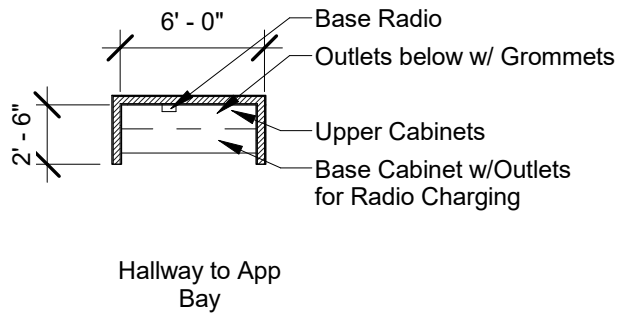
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



2E. ICE MACHINE

1/8" = 1'-0"

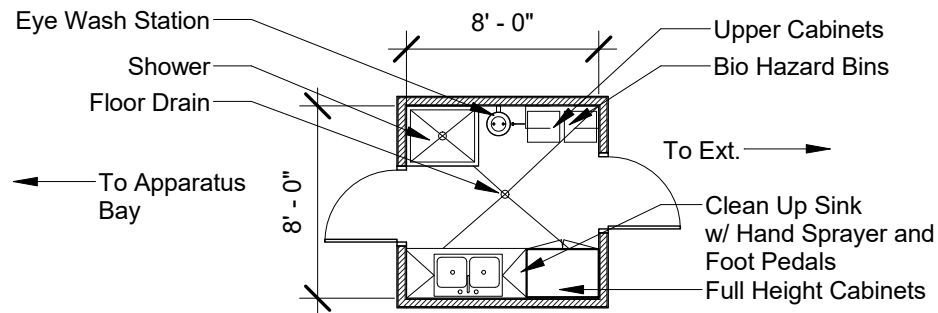
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



3.0 RESPONSE ALCOVE

1/8" = 1'-0"

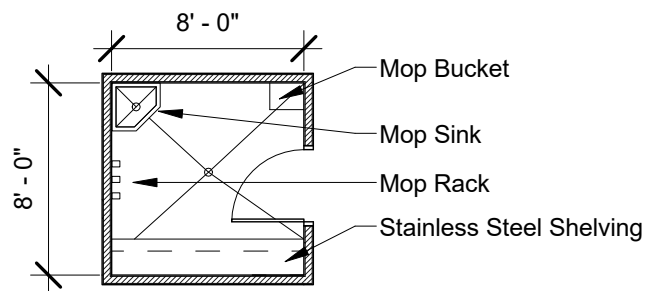
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



4.0 CLEAN UP

1/8" = 1'-0"

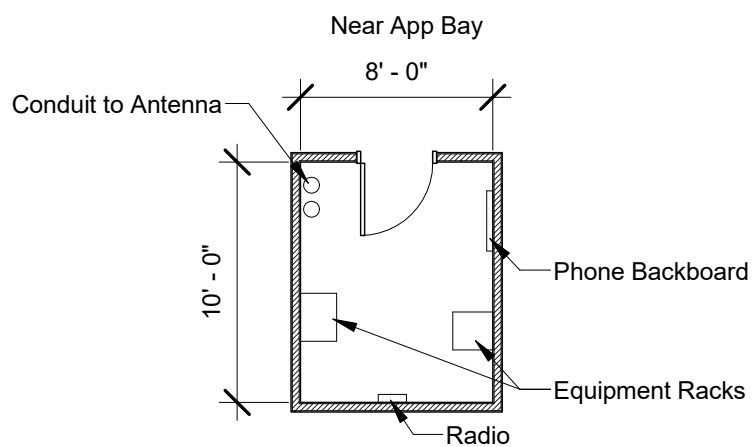
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



5.0 JANITOR/STORAGE - APP BAY

1/8" = 1'-0"

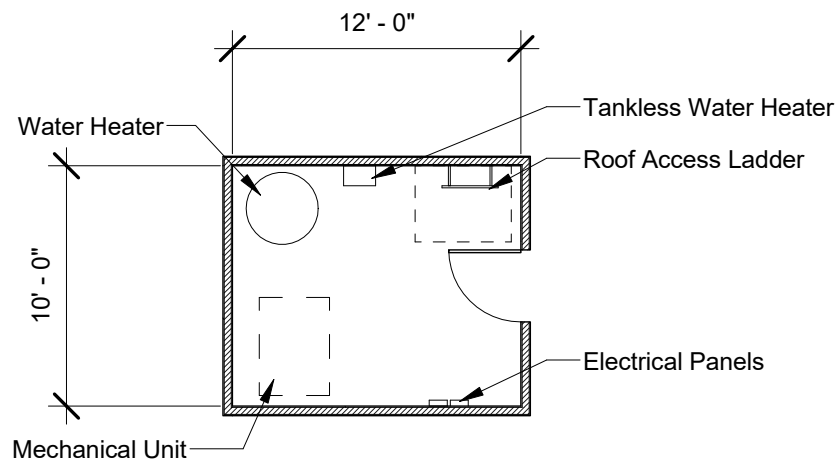
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



6.0 COMMUNICATION ROOM

1/8" = 1'-0"

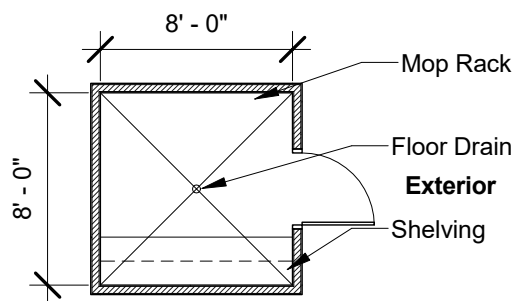
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



7.0 MECHANICAL ROOM

1/8" = 1'-0"

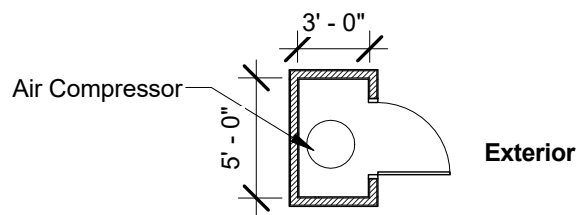
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



8.0 YARD STORAGE

1/8" = 1'-0"

This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.

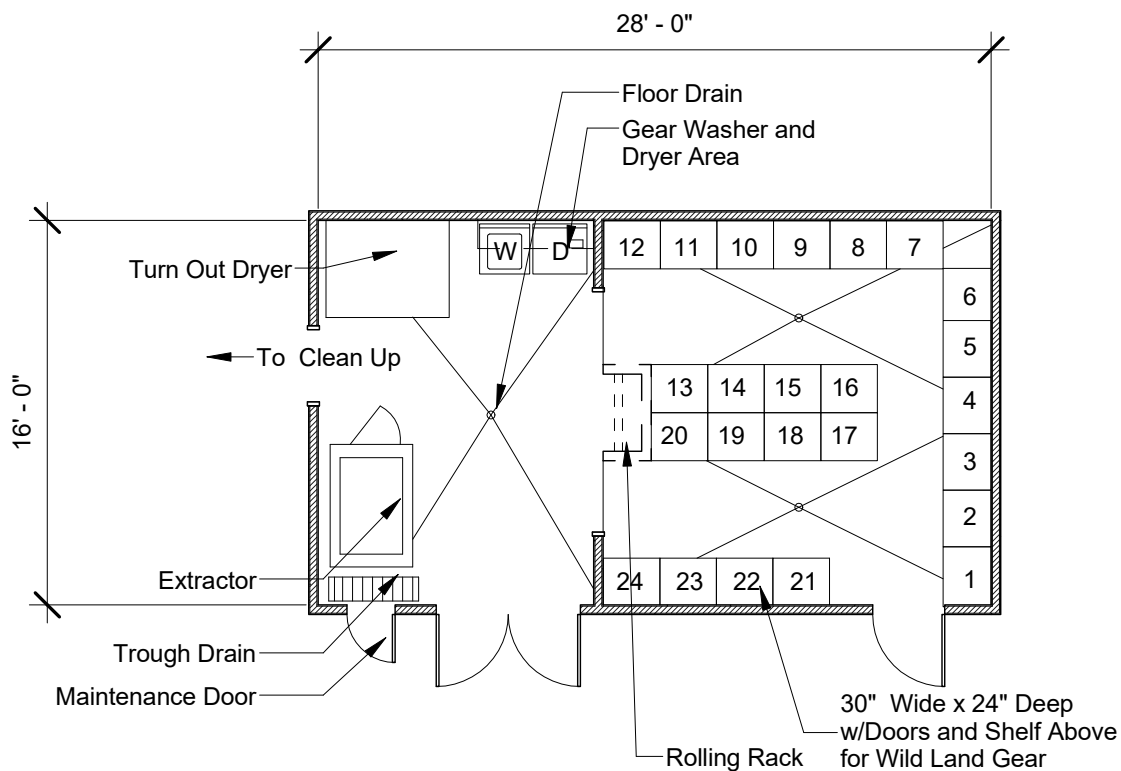


Separate Room Compressor

9.0 COMPRESSOR

1/8" = 1'-0"

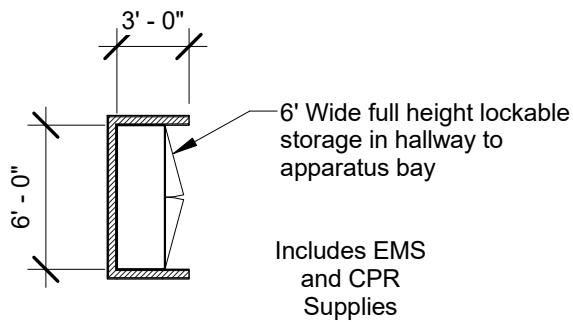
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



10.0 FIREFIGHTER PPE STORAGE & CLEANUP ROOM

1/8" = 1'-0"

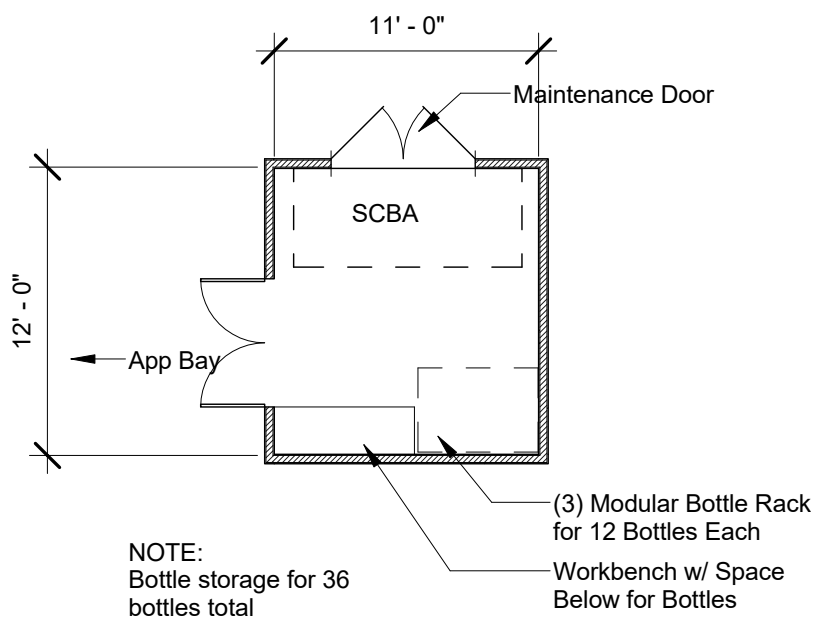
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



11.0 MEDICAL SUPPLY STORAGE ALCOVE

1/8" = 1'-0"

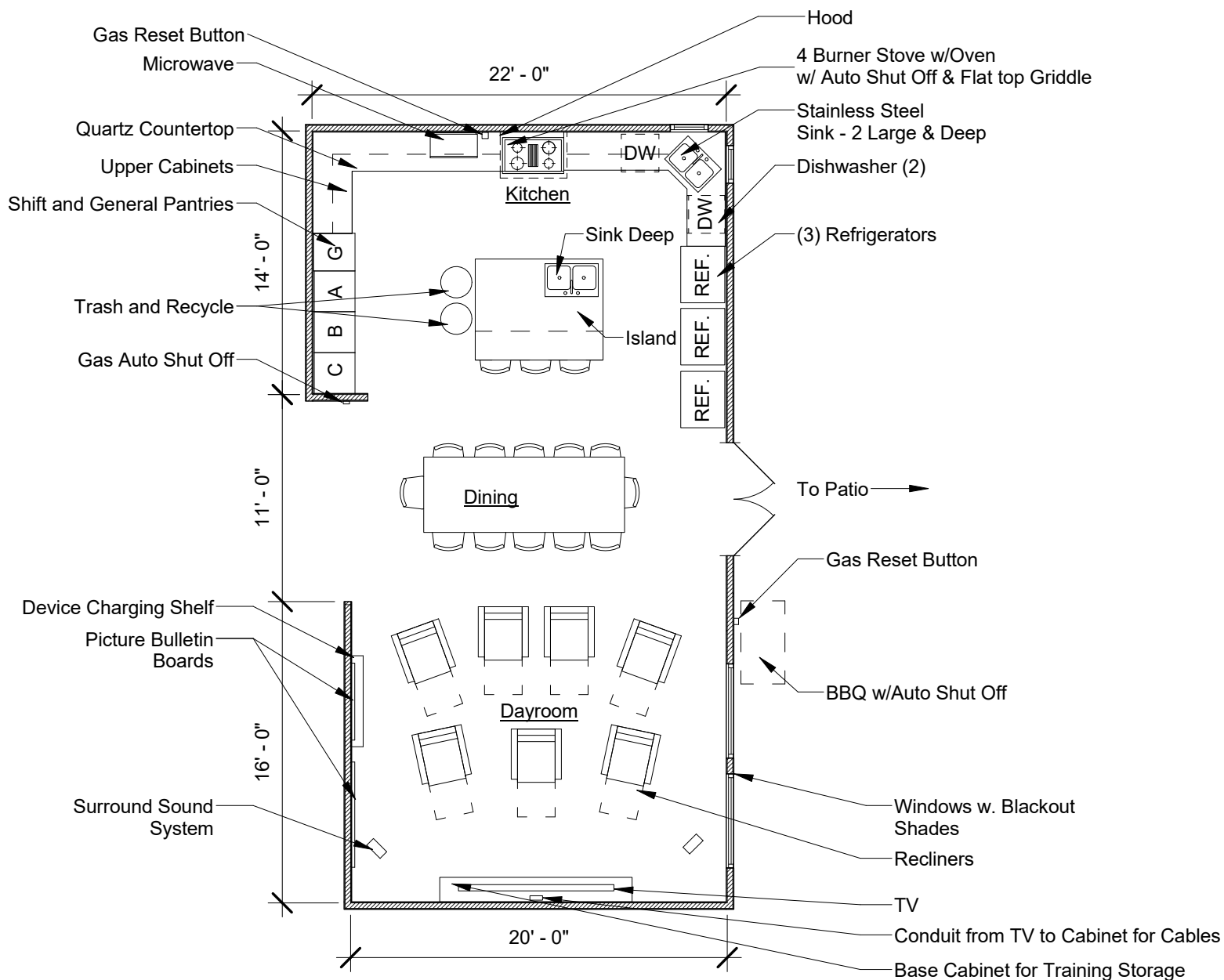
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



11A. SCBA/ SCBA STORAGE

1/8" = 1'-0"

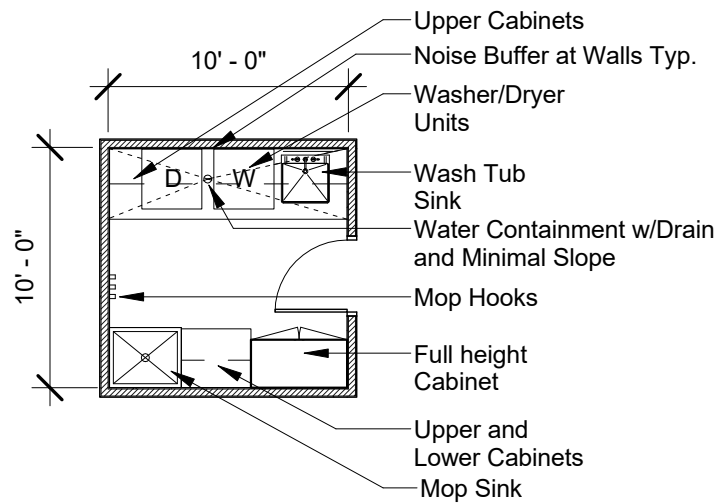
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



12,13,14.0 KITCHEN/DINING/DAYROOM

1/8" = 1'-0"

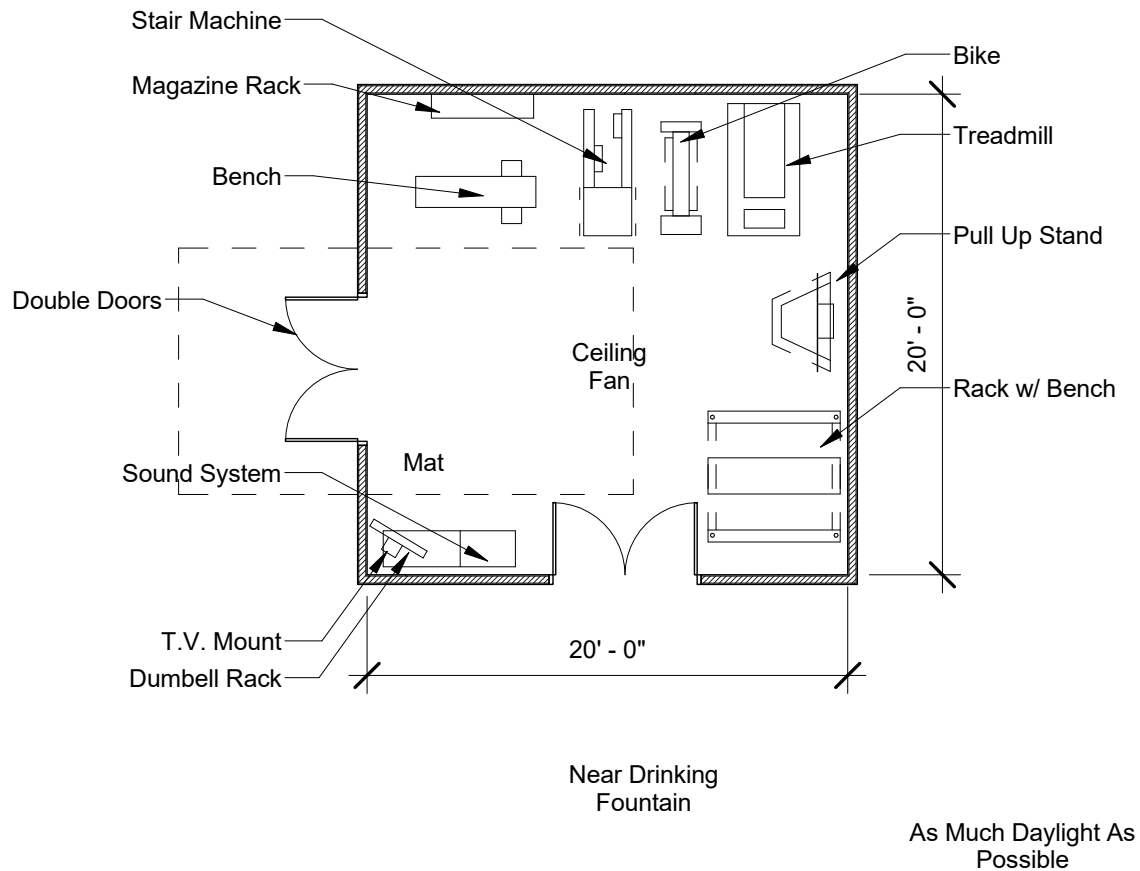
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



15.0 LAUNDRY ROOM/JANITOR

1/8" = 1'-0"

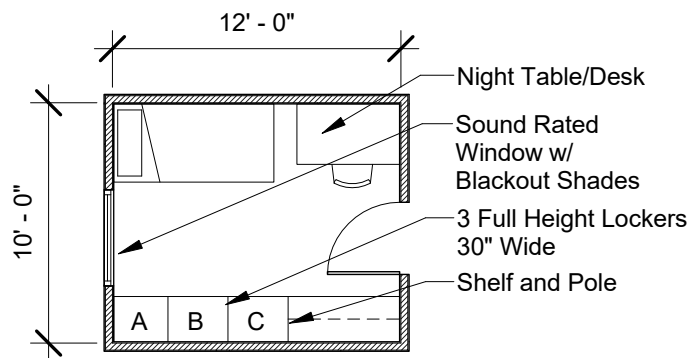
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



16.0 EXERCISE ROOM

1/8" = 1'-0"

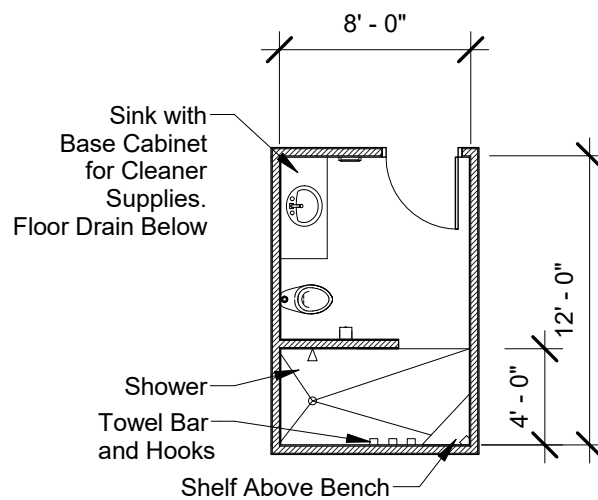
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



17.0 FIREFIGHTER BUNKROOM

1/8" = 1'-0"

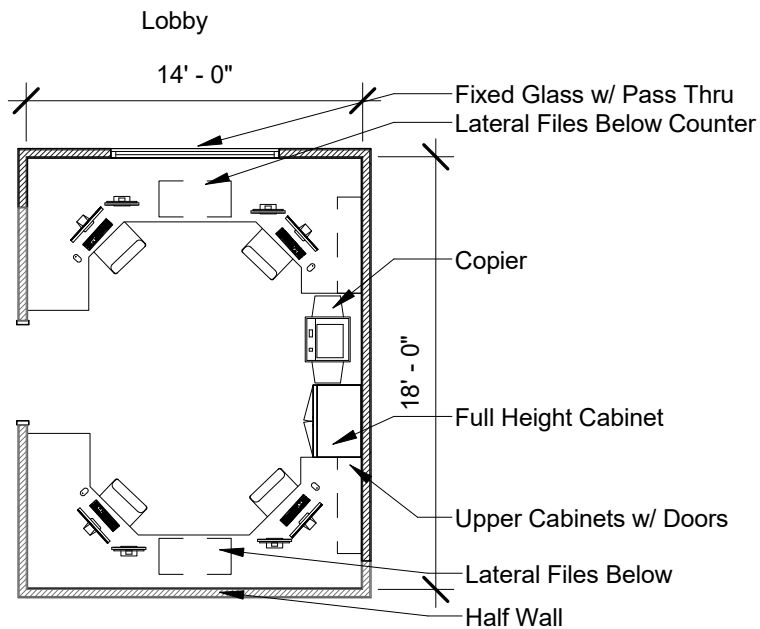
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



18.0 FIREFIGHTER BATHROOM

1/8" = 1'-0"

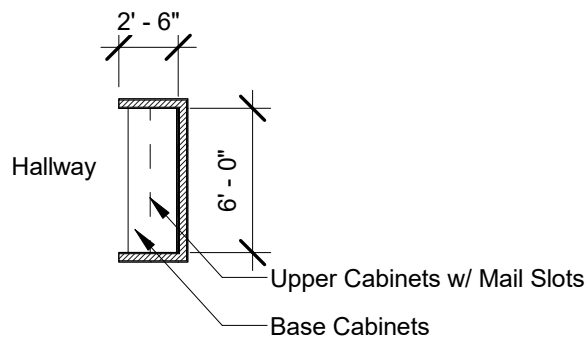
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



19.0 FIREFIGHTER WORK AREA

1/8" = 1'-0"

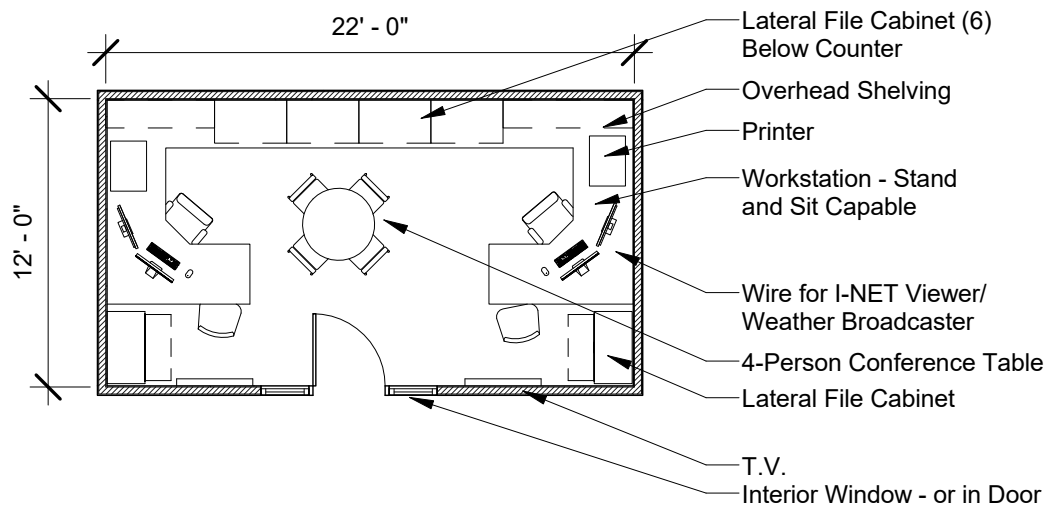
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



19A. MAIL ALCOVE

1/8" = 1'-0"

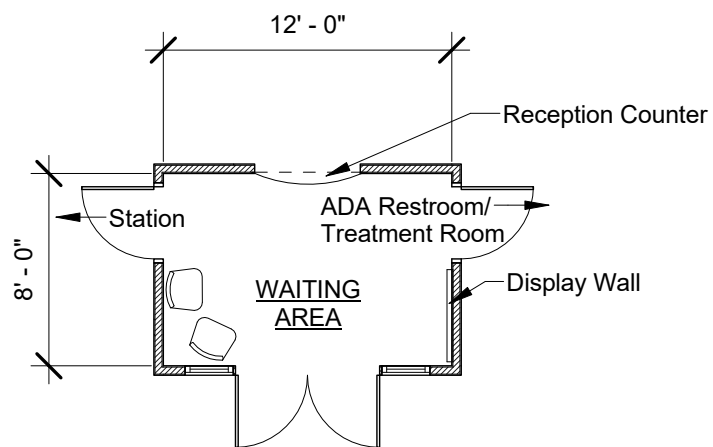
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



20.0 CAPTAIN'S OFFICE

1/8" = 1'-0"

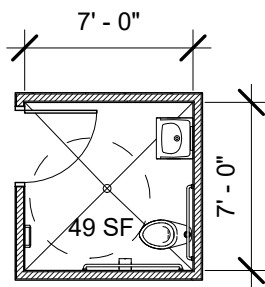
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



21.0 LOBBY/RECEPTION

1/8" = 1'-0"

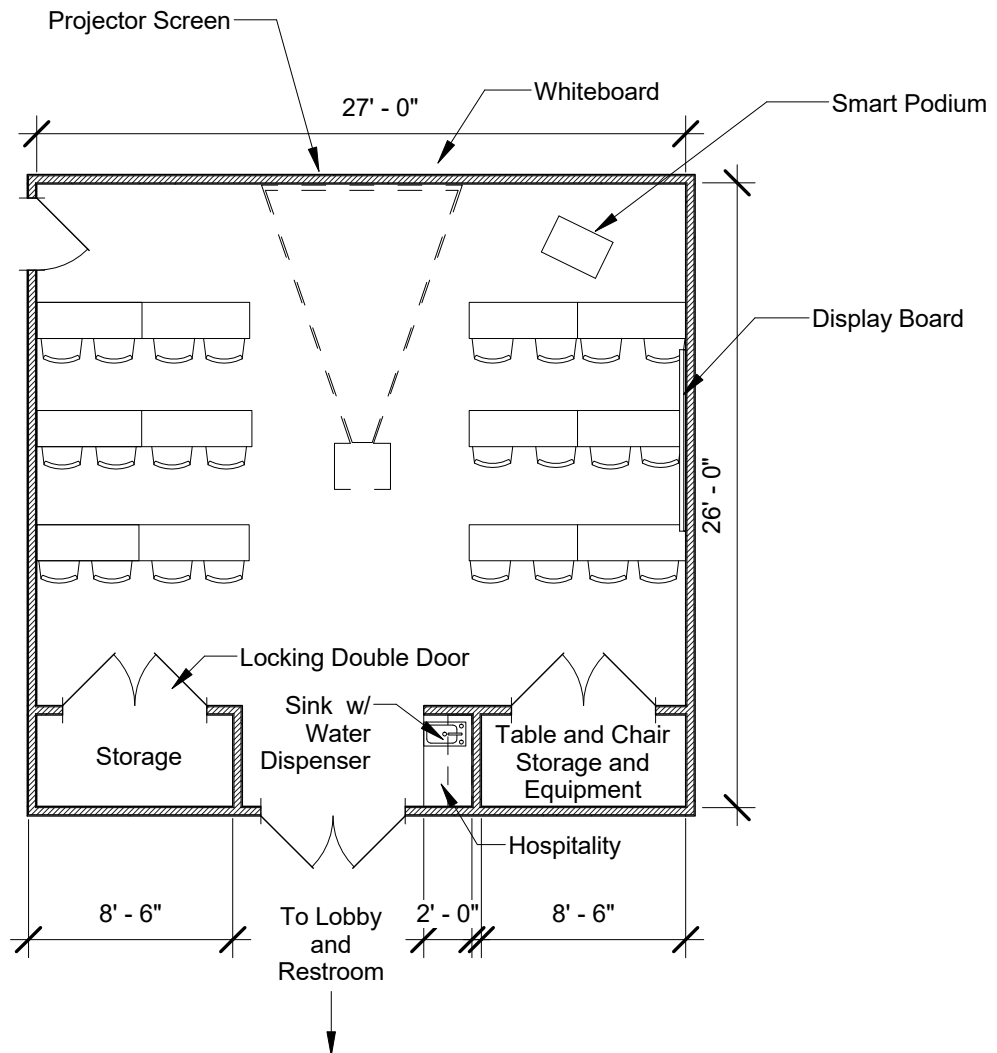
This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



22.0 PUBLIC RESTROOM - SINGLE

1/8" = 1'-0"

This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



24.0 TRAINING/COMMUNITY ROOM

1/8" = 1'-0"

This diagram is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.



CONCEPTUAL EQUIPMENT AND FURNISHINGS BUDGET



Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

SITE OPERATIONS				
1.0	Site Area			
	Equipment			
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	1,000 gallon above ground, integrated fuel tank	\$36,300		
	Emergency generator (49 HP, 20 KW or 30 KW max)	\$82,500		
	Gas BBQ			By Association
	Flagpole	\$3,850		
	Red 911 phone			\$550
	Radio antenna mount on roof (3 @ \$1650 each)			\$4,950
	Subtotal:	\$122,650	\$0	\$0 \$5,500
	Furniture			
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	Patio Furniture			By Association
	Subtotal:	\$0	\$0	\$0 \$0
	Site Area Total:	\$122,650	\$0	\$0 \$5,500
APPARATUS BAYS / APPARATUS BAY SUPPORT AREA				
2.0	Apparatus Bay			
	Equipment			
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	Air connects on wall with hose (4 @ 275 each)	\$1,100		
	Tailpipe vehicle exhaust (4 drops @ \$17,600 each)	\$70,400		
	Elect. Drops (4 @ \$770 each)	\$3,080		
	Wall phone (2 @ \$385 each)			\$770
	Subtotal:	\$74,580	\$0	\$0 \$770
	Furniture			
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	Wall Map w/ poly-carbonate cover			\$550
	Subtotal:	\$0	\$0	\$550 \$0
	Apparatus Bay Total:	\$74,580	\$0	\$550 \$770
2B	Work Room			
	Equipment			
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	Air Compressor	\$11,000		
	Grinder			\$440
	Wall phone (1)			\$385
	Vise + Hard-wired Grinder			\$1,000
	Shop Vac			\$330
	Subtotal:	\$11,000	\$0	\$1,770 \$385



Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

Furniture				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Flammable Storage Cabinet			\$1,000	
Work Bench (3'x6' - Butcher Block not fixed but no rollers. Some cabinet doors and some open shelving below			\$4,400	
Tool Chest w/ Tools			\$4,400	
Subtotal:	\$0	\$0	\$9,800	\$0

Work Room Total:	\$11,000	\$0	\$11,570	\$385
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2C	Wash Alcove				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	no equipment				
	Subtotal:	\$0	\$0	\$0	\$0

Furniture				
no furniture				
Subtotal:	\$0	\$0	\$0	\$0

Wash Sink Alcove Total:	\$0	\$0	\$0	\$0
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2D	Air Fill SCBA Room				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	SCBA Air Fill Station	\$66,000			
	SCBA (racks to store 27 bottles)			\$2,000	
	Subtotal:	\$66,000	\$0	\$2,000	\$0

Furniture				
no furniture				
Subtotal:	\$0	\$0	\$0	\$0

Wash Sink Alcove Total:	\$66,000	\$0	\$2,000	\$0
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2E	Hose Storage Room				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Four Racks, 8' long, three-high @\$3300 ea	\$13,200			
	Subtotal:	\$13,200	\$0	\$0	\$0

Furniture				
no furniture				
Subtotal:	\$0	\$0	\$0	\$0

Hose Storage Room Total:	\$13,200	\$0	\$0	\$0
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Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

2F	EMS Closet/Medical Supply Storage				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Medical equipment charging				\$2,000	
Subtotal:		\$0	\$0	\$2,000	\$0
Furniture					
Storage Cabinets (6 @ \$550 each)		\$3,300			
Bio Hazard Bin				\$120	
Subtotal:		\$3,300	\$0	\$0	\$0
EMS Closet Total:		\$3,300	\$0	\$2,000	\$0
2G	Janitor's Closet incorporated into Work Room-Shop				
2H	Apparatus Bay Restrooms				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Sauna		\$0			by Association
Subtotal:		\$0	\$0	\$0	\$0
Furniture					
no furniture					
Subtotal:		\$0	\$0	\$0	\$0
App Bay Restrooms Total:		\$0	\$0	\$0	\$0
3.0	Response/Charging Alcove				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Charging stations				\$800	
Subtotal:		\$0	\$0	\$800	\$0
Furniture					
no furniture					
Subtotal:		\$0	\$0	\$0	\$0
Response Alcove Total:		\$0	\$0	\$800	\$0
4.0	Clean Up / Wash Room				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Clean-up sink		\$7,000			
Washer/Dryer		\$4,000			
Subtotal:		\$11,000	\$0	\$0	\$0
Furniture					
no furniture					
Subtotal:		\$0	\$0	\$0	\$0
Clean Up Room Total:		\$11,000	\$0	\$0	\$0



Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

5.0	Communication and Equipment Room				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Racks (2 @ 2750 each)					\$5,500
Radio system (1), alarm, camera, PA system		Separate Budget			
Subtotal:		\$0	\$0	\$0	\$5,500
Furniture					
no furniture					
Subtotal:		\$0	\$0	\$0	\$0
Communication Equipment Room Total:		\$0	\$0	\$0	\$5,500

6.0	Utility / Water Heater Room				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
no equipment					
Subtotal:		\$0	\$0	\$0	\$0
Furniture					
no furniture					
Subtotal:		\$0	\$0	\$0	\$0
Utility-Water Heater Total:		\$0	\$0	\$0	\$0

7.0	Yard Storage (attached to Ancillary Storage Building)				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Yard Equipment (Hoe, shovels, leaf blower, etc.)				\$1,000	
Subtotal:		\$0	\$0	\$1,000	\$0
Furniture					
no furniture					
Subtotal:		\$0	\$0	\$0	\$0
Yard Storage Total:		\$0	\$0	\$1,000	\$0

8.0	Locker Turnout Room				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Extractor		\$16,500			
Turnout cabinet dryer		\$11,000			
Subtotal:		\$27,500	\$0	\$0	\$0
Furniture					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Gear Grid Lockers (21 full height @ \$1000 each) + 11 half size stacked 24"d x 30"w x72"h		\$35,000			
Subtotal:		\$35,000	\$0	\$0	\$0
Locker-Turnout Room Total:		\$62,500	\$0	\$0	\$0



Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

8A	Cache Storage				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Ice machine	\$4,000			
	Subtotal:	\$4,000	\$0	\$0	\$0
	Furniture				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Storage Cabinets (4 @ \$600 each)	\$2,400			
	Storage Racks (6 @ \$700 each)	\$4,200			
	Subtotal:	\$6,600	\$0	\$0	\$0
Cache Storage Total:		\$10,600	\$0	\$0	\$0

FIREFIGHTER LIVING AREA					
10.0	Kitchen				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	High end commercial grade dishwasher (1 @ \$2600 each)	\$2,600			
	Residential grade microwave (1 counter + 1 shelf)	\$1,200			
	High end residential grade 6-burner with griddle range	\$12,000			
	High end residential grade vent hood	\$4,000			
	Station supplies (dishes, pots, pans, etc.)			\$2,000	
	High end commercial grade refrigerators w/ ice maker, not water dispenser (3 @ \$2,400 each)	\$7,200			
	Subtotal:	\$27,000	\$0	\$2,000	\$0
	Furniture				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT	
No Furnishings					
Subtotal:	\$0	\$0	\$0	\$0	
Kitchen Total:		\$27,000	\$0	\$2,000	\$0

11.0	Dining Area				
Equipment					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
TV - 48"			\$1,000		
Wall phone					\$385
Subtotal:		\$0	\$0	\$0	\$385
Furniture					
Listing and Description		General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Dining Table for ten				\$4,500	
Armless Dining Chairs (14 @ \$200 each)				\$2,800	
Subtotal:		\$0	\$0	\$7,300	\$0
Dining Area Total:					
		\$0	\$0	\$7,300	\$385



Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

12.0	Day Room				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Wall phone				\$385
	Flat Screen TV surround sound speakers			\$1,500	
	Subtotal:	\$0	\$0	\$1,500	\$385
	Furniture				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Recliner Chairs (8 @ \$1000 each)			\$8,000	
	Bulletin boards / marker boards (3 @ 400 each)	\$1,200			
	Subtotal:	\$1,200	\$0	\$8,000	\$0
Dayroom Total:		\$1,200	\$0	\$9,500	\$385
13.0	Janitor / Utility Room				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Vacuum			\$1,000	
	Cleaning equipment (mops, buckets, etc.) (City Store)			\$2,000	
	Subtotal:	\$0	\$0	\$3,000	\$0
	Furniture				
	no furniture				
	Subtotal:	\$0	\$0	\$0	\$0
Janitor / Utility Total:		\$0	\$0	\$3,000	\$0



Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

14.0 Exercise Room				
Equipment				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Stationary bike (2)			\$35,000	
Elliptical (1)				
Free weight rack (1)				
Dumbbells and rack				
Stair Machine				
Pull Down Rack				
Bench Rack				
Floor mat				
Bench (2)				
Smith Machine				
Wall phone				\$385
CAD Display-HDMI Drop	\$1,500			
TV / VCR / Speakers			\$1,500	
Subtotal:	\$1,500	\$0	\$36,500	\$385
Furniture				
no furniture				
Subtotal:	\$0	\$0	\$0	\$0
Exercise Room Total:	\$1,500	\$0	\$36,500	\$385

FIREFIGHTER QUARTERS				
15.0 Firefighter Dorm Rooms				
Equipment				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Phones (8 @ \$350 each)				\$3,080
TV (8)			By association	
Subtotal:	\$0	\$0	\$0	\$3,080
Furniture				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Bed (8 @ \$1000 each) w/ box spring mattress, cover, frame	\$8,000		\$8,000	
Armless Desk Chair (8 @ \$200 each)			\$1,350	
Wardrobe Lockers in each Dorm Room Built In	\$24,000			
Night table (8 @ \$200)			\$1,600	
Subtotal:	\$32,000	\$0	\$10,950	\$0
Firefighter Dorm Rooms Total:	\$32,000	\$0	\$10,950	\$3,080



Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

16.0 Firefighter's Toilet / Shower Room				
Equipment				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
No Equipment				
Subtotal:	\$0	\$0	\$0	\$0
Furniture				
Paper towel dispenser / waste basket (4 @ \$100)		\$400		
Towel bars, towel hook, toilet paper dispenser (4 @ \$1000 each)	\$4,000			
Subtotal:	\$4,000	\$400	\$0	\$0

Firefighter Toilet / Shower Room Total:	\$4,000	\$400	\$0	\$0
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ADMINISTRATION AND RECEPTION AREA

19.0 Crew Office				
Equipment				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Computer Workstations (4 @ \$3,500 each) w/ keyboard, mouse, monitor, tower				\$14,000
Phones (4 @ \$385 each)				\$1,540
Printer-Copier-Scanner (1 @ \$400)				\$400
Subtotal:	\$0	\$0	\$0	\$15,940

Furniture				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
Armless Desk Chairs (4 @ \$350 each)			\$1,400	
Trash can, clock		\$150		
Bulletin board / white board	\$400			
Work station desk - Built In	\$5,000			
Subtotal:	\$5,400	\$150	\$1,400	\$0

Crew Office Total:	\$5,400	\$150	\$1,400	\$15,940
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20.0 Entry Lobby				
Equipment				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
No equipment				
Subtotal:	\$0	\$0	\$0	\$0

Furniture				
Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
No furniture				
Subtotal:	\$0	\$0	\$0	\$0

Entry Lobby Total	\$0	\$0	\$0	\$0
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Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

21.0	Company Officer Offices (2)				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Computer Workstations (2 @ \$3,500 each) w/ keyboard, mouse, monitor, tower				\$7,000
	Phones (2 @ \$385 each)				\$770
	Desk Top Printer				\$350
	Subtotal:	\$0	\$0	\$0	\$8,120

Furniture				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	Armless Desk Chairs (2 @ \$350 each)			\$700
	Guest Chairs (4)			\$400
	Trash can, clock			\$1,500
	Bulletin board / white board	\$400		
	Work station desk - Built In	\$2,500		
	Subtotal:	\$2,900	\$0	\$2,600 \$0

Company Officer Office Total:	\$2,900	\$0	\$2,600	\$8,120
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22.0	General Storage				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Heavy Duty shelving units - Built In	\$3,000			
	Subtotal:	\$3,000	\$0	\$0	\$0

Furniture				
	Supplies (ex. paper towels, toilet paper)			\$2,000
	Subtotal:	\$0	\$0	\$2,000 \$0

General Storage Total:	\$3,000	\$0	\$2,000	\$0
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23.0	Public Restrooms				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Towel bars, towel rack, toilet paper dispenser (1 @ \$1200 each)	\$1,000			
	Subtotal:	\$1,000	\$0	\$0	\$0

Furniture				
	no furniture			
	Subtotal:	\$0	\$0	\$0 \$0

Restroom Total:	\$1,000	\$0	\$0	\$0
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Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

COMMUNITY-TRAINING ROOM

24.0	Community-Training Room				
	Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
	Computer (w/ mouse, keyboard, tower, etc.)				\$3,500
	Flat Screen TV - 80" (2)		\$8,000		
	Smart Podium (1 @ \$5,000 each)		\$5,500		
	Smart board		\$8,000		
	Conference Phone (1 @ \$525 each)				\$525
	Subtotal:	\$0	\$21,500	\$0	\$4,025

Furniture				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	Trash can, clock		\$150	
	Tables (16 @ 300 each)			\$4,800
	Chairs (60 @ 175 each)			\$10,500
	Subtotal:	\$0	\$150	\$15,300 \$0

Training Room Total:	\$0	\$21,650	\$15,300	\$4,025
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24.1 Table and Chair Storage

Equipment				
	Listing and Description	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E City Provided/ Installed IT
	Chair Storage Dolly			\$700
	Table Storage Dolly			\$700
	Subtotal:	\$0	\$0	\$1,400 \$0

Furniture				
	no furniture			
	Subtotal:	\$0	\$0	\$0 \$0

Table and Chair Storage Total:	\$0	\$0	\$1,400	\$0
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Seaside Fire Station No. 2
Equipment and Furniture List
3/7/2022

Equipment Cost Summary	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
SITE OPERATIONS	\$122,650	\$0	\$0	\$5,500
APPARATUS BAY	\$207,280	\$0	\$7,570	\$6,655
FIREFIGHTER LIVING AREA	\$28,500	\$0	\$43,000	\$1,155
FIREFIGHTER QUARTERS	\$0	\$0	\$0	\$3,080
ADMINISTRATION AND RECEPTION	\$8,300	\$150	\$6,000	\$0
COMMUNITY-TRAINING ROOM	\$0	\$150	\$15,300	\$0
Direct Costs Total	\$366,730	\$300	\$71,870	\$16,390

Owner Provided Total

\$88,560

Furniture Cost Summary	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
SITE OPERATIONS	\$0	\$0	\$0	\$0
APPARATUS BAY	\$44,900	\$0	\$10,350	\$0
FIREFIGHTER LIVING AREA	\$1,200	\$0	\$15,300	\$0
FIREFIGHTER QUARTERS	\$36,000	\$400	\$10,950	\$0
ADMINISTRATION AND RECEPTION	\$8,300	\$150	\$3,400	\$0
COMMUNITY-TRAINING ROOM	\$0	\$150	\$15,300	\$0
Direct Costs Total	\$90,400	\$700	\$55,300	\$0

Owner Provided Total

\$56,000

Total Cost Summary	General Contract	City Provided Contractor Installed	City Provided/ Installed FF&E	City Provided/ Installed IT
SITE OPERATIONS	\$122,650	\$0	\$0	\$5,500
APPARATUS BAY	\$252,180	\$0	\$17,920	\$6,655
FIREFIGHTER LIVING AREA	\$29,700	\$0	\$58,300	\$1,155
FIREFIGHTER QUARTERS	\$36,000	\$400	\$10,950	\$3,080
ADMINISTRATION AND RECEPTION	\$16,600	\$300	\$9,400	\$0
COMMUNITY-TRAINING ROOM	\$0	\$300	\$30,600	\$0
Direct Costs Total	\$457,130	\$1,000	\$127,170	\$16,390

Owner Provided Total

\$144,560





CONCEPTUAL FACILITY PROJECT BUDGET



Conceptual Project Budget

The Following is a Conceptual Project Budget for the initial cost of constructing the new Fire Stations. The Budget includes:

- Initial Construction "Hard" Costs
Building and Site bid cost
- Initial Construction "Soft" Costs
Fees, Permits, Design Cost, Contingencies,

- Initial Construction "Soft" Costs

NOTE: At the time of this report, the construction industry is becoming increasingly impacted which is increasing construction cost over time. This is due to passage of state education bonds, increased residential and commercial construction, etc. Based on this, Fire Station construction cost may increase substantially as station are built at later dates.

Seaside Fire Station
DRAFT - Conceptual Construction Budget

March 4, 2022

A. Building

Type A: Simple Finishes

	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Apparatus Bays - (2) 72' deep bays	2,880	SF			
Hose Rack Room	192	SF			
Work Room	300	SF			
Wash Sink Alcove	12	SF			
Ice Machine Alcove	0	SF			
Response Alcove	24	SF			
Clean Up	110	SF			
T.O. Cleaning	95	SF			
Cache	150	SF			
Utility Room	100	SF			
Communications Room	100	SF			
Compressor	90	SF			
Turn Out Locker Room	540	SF			
Medical Supply	90	SF			
Jan/Mechanical	120	SF			
EMS Closet	60	SF			
Air Fill	153	SF			
Type A Total Area:	5,016		\$630	\$3,160,080	RRM/Saylor

40%

Type B: Standard Office Type Finishes

	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Dining	204	SF			
Dayroom	376	SF			
Exercise Room	400	SF			
DC Dorm Room	120	SF			
Firefighter Dorm Rooms (8)	960	SF			
Crew Office	198	SF			
PD Substation	120	SF			
Training Officer	120	SF			
Captain's Office (2)	240	SF			
Reception Area / Lobby	160	SF			
General Storage	84	SF			
Hospitality	20	SF			
Mail Alcove	18	SF			
Library	18	SF			
Closet (2) - Community Room	75	SF			
Community Room	980	SF			
Vestibule	132	SF			
Type B Total Area:	4,225		\$640	\$2,704,000	RRM/Saylor

33%

Type C: Intense Finish Systems

	QUANT	UNIT	BASE COST	TOTAL	SOURCE
App Bay Restroom (2)	176	SF			
Kitchen	255	SF			
Laundry Utility	96	SF			
Firefighter Restroom	384	SF			
Public Restrooms	128	SF			Assumess Unisex RR
Type C Total Area:	1,039	SF	\$650	\$675,350	RRM/Saylor

8%

Building Square Footage Subtotal	10,280	SF		\$6,539,430
Circulation and Structure 23%	2,388	SF	\$640	\$1,528,320
Building Square Footage Total:	12,668	SF		\$8,067,750

cost per square foot: \$637

A.1 Support Building

Type D: Ancillary

	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Storage App Bay 40' X 40'	1,600	SF			
Secondary Storage 12' X 40'	480	SF			
		SF			
		SF			
		SF			
Type C Total Area:	2,080	SF	\$270	\$561,600	RRM/Saylor

12%

Fire Station Area	12,668	SF		\$8,067,750
Support Building Area	2,080	SF	\$0	\$561,600
Building Square Footage Total:	16,903	SF		\$8,629,350



Seaside Fire Station
DRAFT - Conceptual Construction Budget

March 4, 2022

B. Equipment and Furnishings

	QUANT	UNIT	COST	TOTAL	SOURCE
Building and Site Equipment	1	LS	\$88,560	\$88,560	Budget
Building and Site Furnishings	1	LS	\$56,000	\$56,000	Budget
FF&E Design Contingency (10% of budget)	10%	%	\$144,560	\$14,456	%
Equipment and Furnishings Subtotal:				\$159,016	

C. On-Site Improvements

	QUANT	UNIT	COST	TOTAL	SOURCE
Site Paving - Drive Area	32,093	SF	\$27	\$866,511	Budget
Site Paving - Pedestrian	10,068	SF	\$21	\$211,428	Budget
Site Improvements Including:	48,500	SF	\$17	\$824,500	Budget
Site Final Grading and Pad Preparation					
Site Drainage					
Hose layout Area					
Fuel Refill area					
Utilities and Lighting					
Landscape and Irrigation					
Perimeter Site Walls - Masonry/Decorative Fencing					
Site Gate (two - automatic)					
Trash Enclosure					
Generator Enclosure					
Flag Pole	1	LS	\$5,500	\$5,500	RRM
Above Ground Fuel Tank - 1,000 Gallons	1	LS	\$41,000	\$41,000	RRM
Emergency Generator			\$80,000	\$80,000	RRM
On-Site Design Contingency (10% of budget)	10%	%	\$1,902,439	\$190,244	%
\$856 On-Site Improvements Subtotal:				\$2,219,183	

D. Off-Site Improvements - Site Specific

	QUANT	UNIT	COST	TOTAL	SOURCE
Street Frontage Improvements -Curb and Gutter in front of Site Only	1	LS	\$300,000	\$300,000	Budget
Off-Site Contingency (10% of budget)	10%	%	\$300,000	\$30,000	%
Off-site Improvements Subtotal:				\$330,000	

E. Fees

	QUANT	UNIT	COST	TOTAL	SOURCE
Arch/Engineering	10%	%	\$10,616,933	\$1,061,693	Budget
LEED™ Design, Certification	0	LS	\$48,400	\$0	Not Selected
LEED™ Commissioning	0	LS	\$0	\$0	Not Selected
Commissioning Agent	1	LS	\$35,000	\$35,000	Req. if over 10,000 SF
Utility Hook-up Fees	1	LS	\$75,000	\$75,000	Utility Budget
Impact Fees:					
Storm Draining Dev. Fee - Estimate	1.0	LS	\$12,000	\$12,000	City To Confirm
Sewer Dev. Fee - Estimate	1	LS	\$26,000	\$26,000	City To Confirm
Water Dev. Fee - Estimate	1	LS	\$80,000	\$80,000	City To Confirm
Traffic Impact Fee - Estimate	12,668	SF	\$1,280	\$162,150	City To Confirm
Construction Management	8%	%	\$10,616,933	\$849,355	Budget, Anticipated
Geotechnical Investigation	1	LS	\$35,000	\$35,000	Budget
Site Survey	1	LS	\$15,000	\$15,000	Budget
Materials Testing and Special Inspection	1	LS	\$40,000	\$40,000	Budget
Fee Contingency (5%)	10%	%	\$2,391,198	\$239,120	%
Fees Subtotal:				\$2,630,318	



Seaside Fire Station
DRAFT - Conceptual Construction Budget

March 4, 2022

F. Owner Systems, Administration and Contingency

	QUANT	UNIT	COST	TOTAL	SOURCE
City Admin Cost	1	LS	\$90,000	\$90,000	City to Confirm
Fire Administration Cost	0	LS	\$70,000	\$0	By Fire
Planning Dept. - CUP, Design Review, CEQA	1	LS	\$30,000	\$30,000	Based on City Meeting
CEQA - processing	1	LS	\$140,000	\$140,000	Based on City Meeting
CEQA - Support Reports Budget	1	LS	\$80,000	\$80,000	Based on City Meeting
Building Dept.-Permit Fees	1	LS	\$75,000	\$75,000	Based on City Meeting
School Impact Fees-(Commercial)	12,668	sf	\$0.00	\$0	Not Anticipated
Site Acquisition Costs	0	LS	\$0	\$0	Site Provided
Traffic Report	1	LS	\$12,000	\$12,000	Budget
Moving Costs	1	LS	\$3,000	\$3,000	Budget
Neighborhood Meeting/Dedication Ceremony	1	LS	\$2,000	\$2,000	By Developer
Communications					
Radio Tower	0	LS	\$180,000	\$0	Not Required
Phone System	1	LS	\$40,000	\$40,000	Budget
Radio System	1	LS	\$50,000	\$50,000	Budget
Data Systems	1	LS	\$55,000	\$55,000	Budget
Security System/ Cameras	1	LS	\$18,000	\$18,000	Budget
Owner System Contingency (10% of budget)	10%	%	\$595,000	\$59,500	Budget
Construction Contingency (10% of A, C, D)	10%	%	\$10,616,933	\$1,061,693	%
Owner Systems, Administration and Contingency Subtotal:				\$1,716,193	

Contract Division Totals:

A. Main Building:	\$8,067,750
A.1. Support Building:	\$561,600
B. Equipment and Furnishings	\$159,016
C. On-Site Improvements	\$2,219,183
D. Off-site Improvements	\$330,000
E. Fees	\$2,630,318
F. Owner Systems, Administration and Contingency	\$1,716,193
Contract Division Subtotal:	\$15,684,060
G. Market Escalation (6.5% per year) to mid-point of Construction - 18 mo.	\$1,105,411
<i>Timeframe to be confirmed</i>	
Conceptual Construction Budget:	\$16,789,471

	Area		Cost per SF	
Additional Cost For Carports:	2,750	SF	\$50	\$ 137,500
Additional Cost For Concrete Drive at Training Area:	39,520	SF	\$27	\$ 1,067,040
<i>Does not include training props</i>				

Note: Solar Panels are not included in this budget and may be added at a later date. Building is designed to support them.



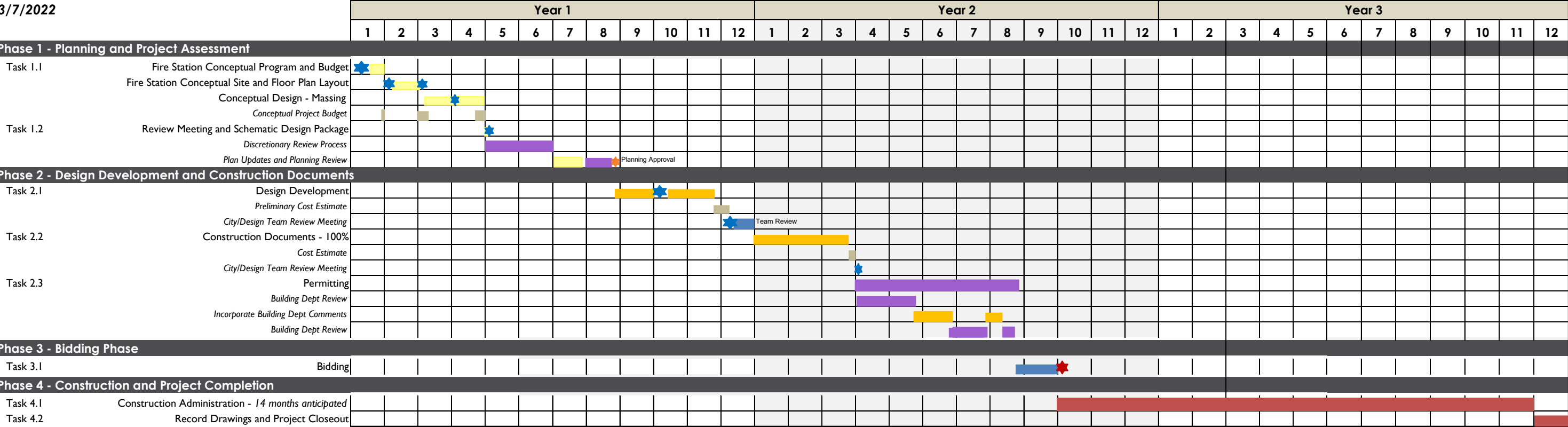


CONCEPTUAL PROJECT SCHEDULE



Seaside Fire Station No. 2 - Conceptual Schedule

3/7/2022



- ★Team Meeting
- ★Public Meeting
- ★Bid Award Period

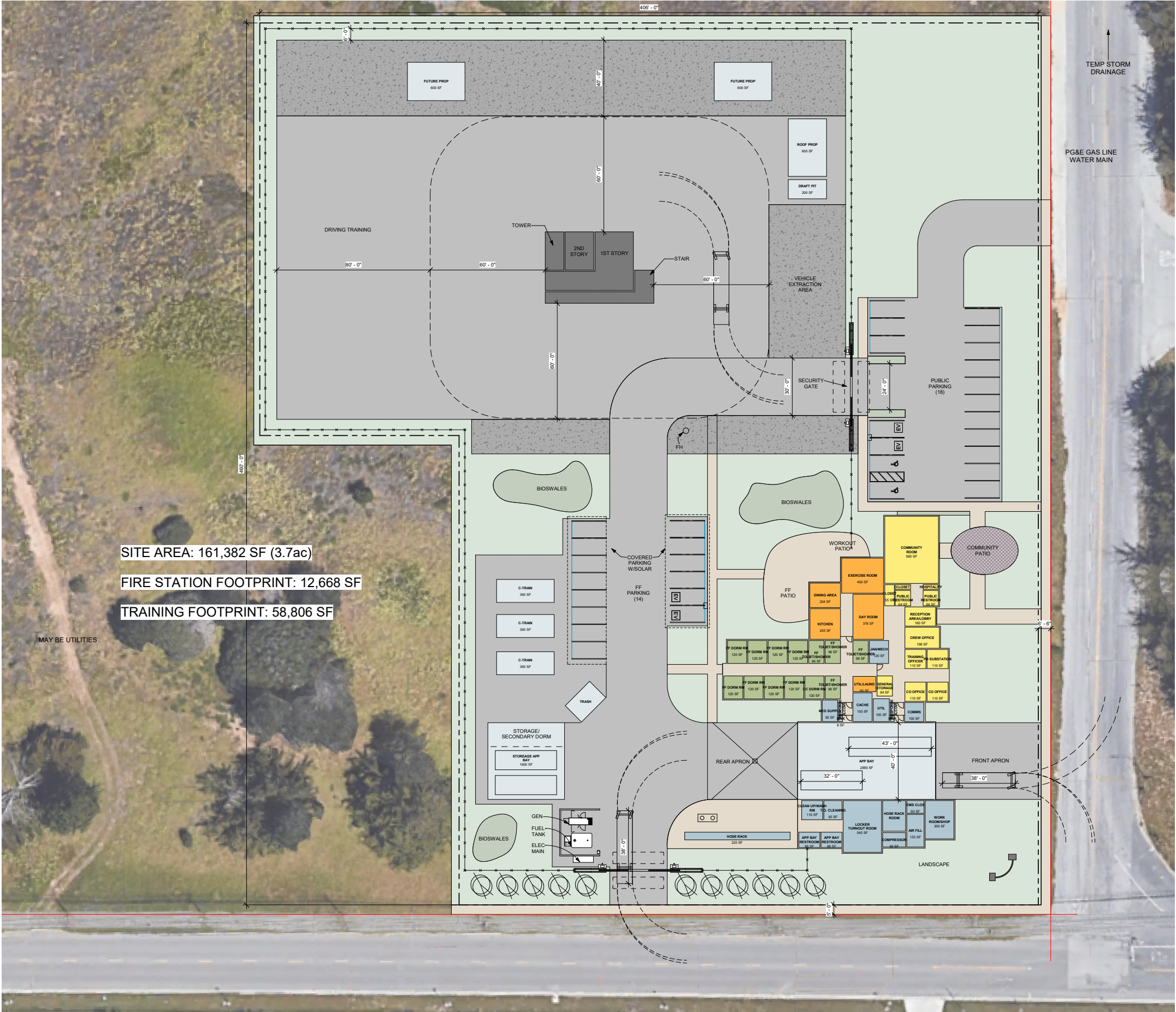
Notes:
1. City durations are projections from the City. Timing is dependent on the City.
2. Starting Design Development prior to Discretionary Review is at client risk.





PROPOSED SITE PLAN









**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
(INSERT PROJECT TITLE)**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and [insert consultant name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

<PROJECT NAME>>

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [REDACTED] dollars (\$____.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

[The following paragraph is only to be used when the Agency will be taking in a fee or deposit from an applicant and use that fund to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the Agency is funding a similar development-type study]

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an

officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Agency or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Agency or the study area prior to the completion of the work under this Agreement.

16. **NOTICES**

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

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

To Consultant: _____

17. **ASSIGNMENT**

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

_____ may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment

for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

[This section is optional and should be included only when the project is particularly time-sensitive.]

Agency and Consultant agree that time is of the essence in this Agreement. Agency and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure Agency, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, Agency and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of _____ dollars (\$_____) per day for each and every day such performance is late. Agency and Consultant agree that such sum is reasonable and fair. Furthermore, Agency and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: _____

By: _____ Date: _____
<PRINT NAME>, <TITLE>

City of Seaside
A Municipal Corporation

Jaime Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal (<i>if applicable, delete if no RFP</i>)

EXHIBIT A
SCOPE OF WORK

EXHIBIT C

INSURANCE REQUIREMENTS

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

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

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

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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

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

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required].

Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ADDENDUM No.1
For the Request for Proposals for
Architectural and Engineering Firms for the Design of
Fire Station Number 2 Project
August 22, 2022

Addendum No. 1 is being issued for the response to the Request for Proposal for Architectural and Engineering firms for the design of Fire Station Number 2 Project.

The clarifications and revisions declared in this addendum are an essential element to the Request for Proposals. All other requirements remain unchanged.

Response to RFP Questions and Clarifications

Questions were submitted for clarification between August 4 – 15, 2022. The following questions emailed for response and answered with City staff per the RFP.

1. Will the City release an RFP for construction management services for this project?
 - a. This has not been determined at this time.
2. Is the City planning to retain Geotechnical Engineer directly or thought this attached RFP for this project?
 - a. Geotechnical services are included in the RFP as part of the consultant team. Technical studies will not be individual by study.
 - b. Geotechnical services will not be completed as a part of on call services.
3. In section 4. "References," bullet point #2 requests that references "Must be current within the last five (7) years." Could you clarify if this number is five (5) or seven (7)?
 - a. Within the last seven (7) years.
4. In section 3. "Organizational Chart," is there a page limit? Our firm would love to provide you with examples of our work, and would like to make sure we do not exceed such limits, otherwise, would these examples of work fall under section 4?
 - a. For clarification:
 - i. Cover Letter (may be used for single or multiple categories) – 3 pages maximum (front only)
 - ii. Proposed Scope of Services– 20 pages maximum (front only)
 - iii. Organizational Chart noting lead firm and subconsultants
 - iv. References - 7 pages maximum (front only)
 - v. Appendices – 20 pages maximum (Does not count for total number of pages and may not be reviewed)
 - vi. The PDF shall be no larger than 10 megabytes and include all relevant signatures. Page limitations are listed below; double sided

pages will count for two pages in the overall page count as will sheets listed "Left Blank Intentionally," so please plan accordingly.

5. We understand that RRM Design Group completed the Seaside Fire Program Report. Are they precluded from pursuing this project?
 - a. RRM is allowed to submit for the RFP.
6. Has an EIR been done on the site? If not, will one be required?
 - a. No, an EIR has not yet been completed for the project site. A separate RFP will be released to prepare the appropriate CEQA document.
 - b. Referencing the City Processing Section of the RFP: "environmental certification in accordance with CEQA is mentioned within the RFP". As noted above the CEQA document and approve will occur subsequently after the awarding of this RFP.

If there are any questions regarding this addendum, please contact Cassie Bretschger at cassie.bretschger@kimley-horn.com.

Sincerely,



Nisha Patel
PW Director / City Engineer



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Victor Damiani, Finance Director

DATE: November 3, 2022

SUBJECT: ADOPT A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING FIRE STATION NO. 2 CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$20,993,811.00.

RECOMMENDATION

Adopt a resolution expressing official intent regarding Fire Station No. 2 capital expenditures to be reimbursed from proceeds of tax-exempt obligations in an amount not to exceed \$20,993,811.00.

BACKGROUND

In September of 2021, the City Council approved moving forward with a conceptual architectural design, budget and space needs assessment of a second fire station at Gigling Road and First Avenue. The decision was made after an extensive fire station location study was conducted by City Gate Associates LLC.

In March of 2022, the City Council approved the conceptual architectural design drawings for a second fire station; to include a site plan, budget, and space needs assessment, direct staff to move forward with environmental review on the designated site located at Gigling Road and First Avenue, and begin RFP for full architectural design of Seaside's second fire station.

The City Council approved \$1,100,000.00 in the Fiscal Year 2022-2023 budget for the Fire Station #2 architectural design. The design phase was put out to bid in August of 2022 and the City is ready to award the contract pending Council approval.

In order for the City to be able, at some time in the future, reimburse itself for the costs

of the fire station with proceeds of tax-exempt debt, the City Council needs to adopt a resolution indicating that it intends to so finance the costs. The resolution does not commit the City to completing the financing, but will allow for later tax-exempt borrowing if that is what the City determines is appropriate in the future. The maximum principal amount of the obligations expected to be issued for the Project is \$20,993,811. The maximum amount of the possible future financing includes the conceptual budget amount presented to the Council in March of 2022 plus a 25% reserve to cover any possible bond issuance costs.

FISCAL IMPACT

This resolution provides the City with financial flexibility by allowing certain costs expended by the City to be reimbursed from the proceeds of tax-exempt debt that may be issued in the future.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**EXPRESSING OFFICIAL INTENT REGARDING FIRE STATION #2 CAPITAL
EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF A TAX-EXEMPT
OBLIGATION**

WHEREAS, the City of Seaside is proceeding with the design and construction of a fire station as described in Exhibit A hereto (the "Project"); and

WHEREAS, all or a portion of the expenditures relating to the Project (the "Expenditures") (i) have been paid within the sixty days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation, the interest on which will be excluded from the gross income of the owner or owners of such obligation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Seaside, as follows:

- 1) The City reasonably expects to reimburse the Expenditures with proceeds of one or more obligations to be issued by the City.
- 2) The maximum principal amount of the obligations expected to be issued for the Project is \$20,993,811.
- 3) This Resolution is a declaration of official intent to reimburse expenditures pursuant to United States Treasury Regulations Section 1.150-2.
- 4) This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 3rd day of November 2022 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

APPROVED TO FORM:

Sheri L. Damon, City Attorney

EXHIBIT A

DESCRIPTION OF THE FIRE STATION

Fire Station #2 will be located at Gigling Road and First Avenues in the City of Seaside. The Fire Station will include the following buildings:

Fire station building: 12,668 sq ft

Fire station support building: 2,080 sq ft.

Fire station site area: 90,680 sq ft

Fire training site area: 58,806 sq ft

Adjacent landscape open space area around the fire station: 11,869 sq ft. Total site area: 161,382 sq ft or 3.7 acres

The Fire Station will include the following additional features: a 50-person community room. The room can also serve as a classroom or large conference room. There will be dedicated parking for the community with electric vehicle hook ups. The fire station will have a police department substation for positive community interactions and report writing.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: November 3, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS INC IN THE AMOUNT OF \$70,000.00 FOR DEVELOPMENT REVIEW SERVICES FOR THE GRAND HYATT SEASIDE RESORT HOTEL TO BE REIMBURSED BY THE DEVELOPER

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with CSG Consultants Inc in the amount of \$70,000.00 for development review services for the Grand Hyatt Seaside Resort Hotel.

BACKGROUND

The Grand Hyatt Seaside Resort Hotel is being developed by Seaside Acquisition Group. The project will construct a seven level, 337,668 square foot single building hotel with 330 guest rooms, conference center with meeting rooms, restaurant, lobby bar, service kitchen, administrative offices, spa and fitness, and service and circulation areas. The outdoor area proposes an outdoor swimming pool adjacent to the south level of the hotel building. Surface parking for the proposed hotel property and golf course will be located largely between the hotel and the golf clubhouse to the west. Additional parking will be available within an overflow parking lot located along General Jim Moore to the east as originally approved and valet parking on Level one below the event center. McClure Way, a two-way road, will also be improved, and it will provide access to the surface parking lot and valet parking on the west side of the hotel and the overflow parking on General Jim Moore Boulevard. Some other associated improvements include water, sewer, and storm drain lines, and storm treatment devices. The project is scheduled to start construction in December 2022.

The project will require development review services, and the level of effort required to

review the plans and engineering reports for a project of this size exceeds the current resources of the Engineering Division. Staff requested proposals from two firms on our pre-qualified on-call list for land development review. Staff selected CSG Consultants Inc (CSG) based on their familiarity with performing engineering plan review for large projects in this area and the completeness of their proposal.

CSG provided a proposal for plan and map review for all submittals from tree removal and rough grading plans through final civil engineering plans and maps in the amount of \$70,000.00. Services are to be paid on a time and materials basis according to the CSG 2022 rate schedule.

Staff recommends adopting a resolution (Attachment 1) authorizing the City Manager to execute a professional services agreement (Attachment 2) with CSG in the amount of \$70,000.00 for development review services for the Grand Hyatt Seaside Resort Hotel.

FISCAL IMPACT

A professional services agreement with CSG Consultants Inc. will have no fiscal impact on the General Fund. The City's adopted fee schedule requires the Developer to pay actual costs for engineering review for commercial and multi-family developments greater than 1 acre in size. The City is further entitled to recover the actual costs associated with inspection of such public improvements. Expenses associated with the professional services agreement with CSG will be charged to a deposit account no. 601-2313 funded by the Developer.

Projects of this size and complexity have the potential to encounter unforeseen conditions requiring specialized review. Staff recommends the City Council authorize the City Manager to execute amendments, to be funded by Developer deposits to a professional services agreement in the amount of \$10,000.00.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS INC IN THE AMOUNT OF \$70,000.00 TO PROVIDE PLAN REVIEW SERVICES FOR THE GRAND HYATT SEASIDE RESORT HOTEL

WHEREAS, the Grand Hyatt Seaside Resort Hotel is being developed by Seaside Acquisition Group (Developer); and

WHEREAS, the Developer is planning on submitting tree removal and grading plans in early November 2022; and

WHEREAS, the level of effort and specialized skills necessary to review and comment on the plans and reports exceeds the current resources of the City Engineering Division; and

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

WHEREAS, the CSG Consultants Inc (Consultant) is included on the on-call land development review services list; and

WHEREAS, on October 7, 2022, CSG submitted a proposal to provide plan and map review services for the Grand Hyatt Seaside Resort Hotel Project; and

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

WHEREAS, the Developer may need to submit additional plans and reports requiring the specialized skills of the Consultant; and

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

WHEREAS, deposit account no. 601-2313 has been established for the tracking of costs incurred by the City to process the Project, and the Professional Services Agreement will be funded from said deposit account; and

WHEREAS, a development of this size and complexity has the potential to encounter unforeseen conditions requiring the specialized services of the Consultant; and

WHEREAS, an amount of \$10,000 contingency, approximately 14% of the professional services agreement, should be authorized on an as needed basis; and

WHEREAS, a total contract amount of \$80,000.00, to be funded by Developer deposits, is estimated to be sufficient to address unforeseen conditions requiring specialized review.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a professional services agreement with the CSG Consultants Inc. in the amount of \$70,000.00 and any future amendments to the agreement such that the total contract value does not exceed \$80,000.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of November 2022, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT
GRAND HYATT HOTEL PLAN & MAP REVIEW**

THIS AGREEMENT, is made and effective **November 3, 2022** between the City of Seaside, a municipal corporation ("Agency") and the **CSG Consultants Inc.**, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **November 3, 2022** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **SEVENTY THOUSAND DOLLARS (\$70,000)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon

reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant: CSG Consultants Inc.
550 Pilgrim Drive
Foster City, CA 94404
Att: Dave Rubcic, P.E.

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

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

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: CSG Consultants
A California Corporation

By: _____
Name & Title: _____

Date: _____

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

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

EXHIBIT A



550 Pilgrim Drive
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgenr.com

October 7, 2022

Nisha Patel, PE
Public Works Director/City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Grand Hyatt Hotel - Proposal for Plan and Map Review

Dear Ms. Patel, PE:

CSG Consultants, Inc. (CSG) is pleased to present this proposal to assist the City of Seaside (City) with the review of the construction-related plans including the Grading and Drainage Plan, Tree Removal Plan, Improvement Plan, and Final Map for the Grand Hyatt Hotel (Project).

The scope of work will consist of:

- review Rough Grading and Drainage plans
- review the preliminary stormwater control plan as it relates to the Low Impact Development requirements for the Central Coast Regional Water Quality Control Board
- review tree removal plan with the replacement ratio of 1:1.
- review of Improvement Plans for public and private facilities, including offsite road and utility improvements
- review of Construction Cost Estimate
- review of Storm Water Report
- review of Final Map

Work to be performed under this proposal is expected to include, but not be limited to, the following:

- 1) Review of the Rough Grading and Drainage Plan
- 2) Review of the Conditions of Approval and Vesting Tentative Map as it relates to infrastructure improvements and the Grading and Drainage of the project site
- 3) Review of the Hydrologic and Hydraulic Analysis for the project.
- 4) Review of the Stormwater Control Plan.
- 5) Review of the Tree Removal Plan.
- 6) Review of On-Site and Off-site Improvement Plans
- 7) Review of the Joint Trench Plan and Landscape Plans (Conformance to Civil Plans Only)
- 8) Review of the Final Map.
- 9) Preparation of draft comment letters.
- 10) Quality Assurance/Quality Control Review (QA/QC)
- 11) Pre-submittal meetings and support related to submittals
- 12) Progress meeting with staff to review comments.
- 13) Preparation of a final draft comment letter.
- 14) Follow-up meetings with staff and applicant.
- 15) Completion of a second, third, and final review.

Work will be completed under the supervision of Mark Lander, P.E., who will serve as point of contact. Other CSG staff will assist as needed.

Our fee for performing the work described above will be on a time and materials basis, based on our 2022 Standard Fee Schedule in an amount not to exceed \$70,000.

A breakdown of the costs by staff and task is attached. Hours and costs by task may be adjusted between tasks and other staff may be utilized as needed provided the total fee amount is not exceeded.

We understand that the submittals will be phased with the Tree Removal plan being submitted first, followed by the Rough Grading and Drainage Plan, then the Improvement Plan and Final Map. We anticipate that one initial review, a second review, a third review and one final review will be sufficient for each of the plan sets. Additional reviews may be needed if the project resubmittal and review of previously reviewed plans is required because of changes or added conditions during the life of the project. Each submittal will be made formerly to the City by the applicant, and similarly, review comments for each submittal will be issued to the City, with a copy to the applicant upon request. For the initial review, work will be completed within 15 work days from the authorization to proceed. Subsequent reviews will be completed within 10 work days of receiving the plans and supporting documents. We have included time for meeting with City staff and the applicant to discuss plan check comments. If additional reviews are required, CSG will complete the reviews if there is budget remaining under the estimated amount, or on an hourly basis for an additional fee, if the estimated amount is exceeded.

Thank you for considering CSG for this work. We look forward to working with you on this project. Please feel free to call me at (650) 522-2500 if you would like to discuss this further.

Sincerely,



Mark Lander, P.E.
Senior Principal Engineer

Cc: David Rubcic, PE, PLS
Sophie Truong, PE, PLS
Karma Beckman

Attachments
Fee Breakdown

City of Seaside			
Grand Hyatt Hotel			10/7/2022
Tree Removal Plan, Grading Plan, Improvement Plan, Final Map			
Task	Hours		
	Senior Principal Engineer	Principal Engineer	Associate Engineer
Initial Review			
Review of Tree Removal Plan	1		4
Review of On-Site Rough Grading and Drainage Plan	2		20
Review of On-Site Improvement Plan	4		24
Review of Joint Trench (Conformance Only)	1		2
Review of Landscape Plans (Conformance Only)	1		2
Review fo Off-Site Improvement Plan	2		8
Review of Final Map	2	8	24
Review of Support Documents			
Conformance review of COA and VTM as it relates to infrastructure improvements and grading for Phase 3	4	2	2
Review of amendments to SWPPP (2 amendment allowance)			8
Review of Hydrologic and Hydraulic analysis	1		4
Review of Storm Water Control Plan	2		4
Review of Construction Cost Estimate	1		4
Review of Geotechnical Report	1		8
Review of Title Report			2
Pre-submittal Support			
Meetings with City Staff and Design Team	2	2	2
Review of Preliminary documents	2	2	2
Comment Letters			
Preparation of Draft Comment Letter			
Tree Removal Plan	1		2
Rough Grading and Drainage Plan	1		2
Improvement Plan	2		4
Final Map		4	
QA/QC of Initial Review (4 plans 2- hrs each)	8		
Progress Meeting with Staff to review comments	2	2	
Preparation of a final comment letter (4 plans 1.5 hrs each)	2	2	2
follow-up Meeting with Staff and applicant	2	2	2
Subtotal:	44	24	132
2nd Review			
Tree Removal Plan	1		2
Review of Rough Grading and Drainage Plan	2		4
Review of Improvement Plan	2		12
Review of Final Map		4	12
Comment Letters			
Preparation of Draft Comment Letter			
Tree Removal Plan			2
Rough Grading and Drainage Plan	1		2
Improvement Plan	1		2
Final Map		2	
QA/QC of 2nd Review (4 plans 2- hrs each)	3		
Progress Meeting with Staff to review comments	2	2	
Preparation of a final comment letter (4 plans 1.5 hrs each)		2	
follow-up Meeting with Staff and applicant	2	2	
Subtotal:	14	12	36
3rd Review			
Tree Removal Plan			2
Review of Rough Grading and Drainage Plan	1		2
Review of Improvement Plan	2		8
Review of Final Map	1	2	6
Comment Letters			
Preparation of Draft Comment Letter			
Rough Grading and Drainage Plan			1
Tree Removal Plan			1
Improvement Plan			2
Final Map		2	
QA/QC of 3rd Review (4 plans 1- hrs each)	4		
Progress Meeting with Staff to review comments	1	1	
Preparation of a final comment letter (4 plans 0.5 hrs each)		2	
follow-up Meeting with Staff and applicant	1	1	
Subtotal:	10	8	22
Final Review			
Tree Removal Plan			1
Rough Grading and Drainage Plan			1
Improvement Plan			2
Final Map		2	
Final Submittal Review of Above Materials incl. QA/QC	4		
Final Letter to City		2	
Subtotal:	4	4	4
Total Hours	72	48	194
Hourly Rate	\$ 260	\$ 240	\$ 180
Cost	\$ 18,720	\$ 11,520	\$ 34,920
Total Hours	314		
Total Fee Estimate	\$ 65,160		

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or sub-consultants.

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

Pass through clause. Consultant agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

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

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

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

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

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

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

I. BACKGROUND

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

II. PROPOSED SCOPE OF WORK

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

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

**Request for Qualifications
Seaside Land Development Review**

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

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

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

III. FORM AND CONTENT OF PROPOSAL

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

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

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

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

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

IV. QUESTIONS AND ADDENDA

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

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

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

V. SUBMITTAL OF PROPOSALS

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

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

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

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

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

VI. EVALUATION PROCESS

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

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

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

VII. SELECTION PROCESS

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

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

VIII. SCHEDULE

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

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

**Request for Qualifications
Seaside Land Development Review**

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

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

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

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

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

XI. INSURANCE REQUIREMENTS

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

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

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

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XIV. DISQUALIFICATION

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

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

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

XIX. ATTACHMENTS

Attachment A – Draft Consultant Agreement



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
LAND DEVELOPMENT REVIEW SERVICES**

This agreement is made by and between the City of Seaside (City), and _____ (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide (DESCRIBE SERVICES TO BE PROVIDED) as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed XXX dollars(\$YYY).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on _____ and terminate <date>.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants

SAMPLE CONTRACT

(or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including

SAMPLE CONTRACT

coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

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

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

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. < INSERT NAME OF PROJECT MANAGER >, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, _____ shall perform the services described in this Agreement.
- b. _____ may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may

SAMPLE CONTRACT

be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

ATTACHMENT A

SAMPLE CONTRACT

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____, 2020

Consultant: _____

By: _____

Title: _____

Address: _____

Dated: _____, 2020

City of Seaside:

By: Craig Malin

Title: City Manager

Attachments:

Exhibit A
Exhibit B

Scope of Work
Consultant's Proposal



ADDENDUM No.1
For the Request for Qualifications for
Land Development Projects Review
January 14, 2021

Addendum No. 1 is being issued for revisions to the Request for Qualifications for Land Development Projects Review Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

REVISIONS

Request for Qualifications Term

The duration of the short-list of qualified consultants will be for a three-year period with the option of two (2) one-year extensions.

Proposal Requirements

1. In response to the current pandemic, the City of Seaside will allow the Statement of Qualifications (SOQ) to be submitted purely electronically. Hard copy submission mailed in a sealed envelope will be considered optional.

Please note that if sending a hard copy mailed SOQ, you are required to submit one electronic copy on CD, USB flash drive or by email to pwinfo@ci.seaside.ca.us.

2. The proposal is limited to 15 pages of content, including cover sheet, cover letter (if provided) and table of contents, with the following exceptions:
 - a. Exceptions to the standard contract may be included as an appendix to the proposal.
 - b. Resumes may be included as an appendix to the proposal.
3. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response. If submitting an electronic RFQ, the costs shall be included in a separate PDF, password protected and labelled "Standard Hourly Fees" in the same email as the proposal. City of Seaside will request the password when applicable.

Schedule for Selection Process

Proposal deadline has been extended to 3:00 PM January 26, 2021. Proposals received after this deadline will not be accepted.

The proposed consultant selection schedule is as follows:

Release RFQ	December 21, 2020
Proposal Due	January 26, 2021 at 3 PM
Interview selected consultant, if necessary	February 8-12, 2021
Council authorization	March 4, 2021

If there are any questions regarding this addendum, please contact Scott Ottmar at sottmar@ci.seaside.ca.us

Sincerely,



Nisha Patel
PW Director / City Engineer



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: November 3, 2022

**SUBJECT: ADOPTION OF AN ORDINANCE MODIFYING SEASIDE
MUNICIPAL CODE SECTIONS 17.52.251 AND 17.52.252
PERTAINING TO SHORT-TERM RENTAL PROGRAM (FIRST
READING - ROLL CALL VOTE)**

RECOMMENDATION

1. Introduce and hold first reading of an Ordinance to amend Seaside Municipal Code Sections 17.52.251 and 17.52.252 pertaining to Short-term Rentals; and
2. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

BACKGROUND

On July 21, 2022, the City Council received an update on the Short-term Rental Program, considered staff recommended changes to the program, and directed staff to return a revised ordinance for Council consideration. The City Council provided direction as follows:

- Adopt a 90-license cap on non-hosted STR licenses (hosted STR licenses would remain unlimited);
- Implement a waitlist program and charge a non-refundable waitlist fee;
- Change license expiration to June 30th with a 2-month renewal window;
- Disallow late license renewals (so that failure to renew by June 30th results in license relinquishment) and incorporate grounds for non-renewal;
- Require neighborhood noticing upon initial application only and reduce the distance for noticing to 60 feet from 100 feet and require that the City send the notice instead of the applicant;
- Require site inspections upon initial application and also upon every other renewal, to be completed by third-party independent licensed general contractor

- using a building safety checklist provided by the City;
- Change adult guest occupancy limit for non-hosted STR sites to two adults per bedroom plus one additional adult;
- Remove business license requirement and roll over associated fees into the STR application and licensing fees;
- Require display of a placard that includes license number, contact information, occupancy, and parking limits.

DISCUSSION

Following the City Council meeting, City staff conducted additional research on the proposed changes to ensure they are effective, practical, fair, and consistent with zoning laws and best practices. In addition to the City Council direction, staff has identified and incorporated additional changes into a draft ordinance.

On October 26, 2022, the draft ordinance was presented to the Planning Commission for review and deliberation. Following discussion and public comment, the Planning Commission adopted a resolution (attachment B) recommending that the City Council adopt the proposed ordinance with two additional changes, including capping guest occupancy and coordinating with Homeowner's Associations (HOA's). Table 1 below provides a summary of the proposed changes:

Issue Type	Current Regulations	Proposed Changes
Transient Use Definition	less than 30 consecutive days	30 consecutive days or fewer
License Cap	None	• Non-hosted STR Licenses will be subject to City-wide cap of 90 licenses. • Hosted STR Licenses to remained unlimited.
Density Limits	None	• New Non-hosted STR Licenses will be subject to a one per parcel limit and a 55-foot Zone of Exclusion limit (i.e. no new Non-hosted STR license to be issued within 55 linear feet from the parcel boundary lines of an existing Non-hosted STR license). • Hosted STR Licenses will not be subject to

		these Density limits.
Waiting List	None	The City will implement a waiting list program for new Non-hosted STR license applications in the event a license is not available under the cap limit. The property must comply with density requirements at the time of application for the waiting list. The City will charge a non-refundable fee.
Renewal Deadline	Rolling deadline	All STR licenses to expire on June 30 th with a 2-month renewal window. Failure to renew by June 30 th results in license relinquishment.
Late Renewals	Allowed with payment of late fee	Late renewals will be disallowed. Failure to renew by June 30 th results in license relinquishment. Proposed ordinance incorporates grounds for non-renewal.
Noticing	Applicant shall post a notice on site and mail to neighbors within 100 ft upon initial application and renewal.	Upon initial application of both Hosted and Non-hosted STR license, the City will notify the owners of real property located within 55 feet of the property boundaries of the proposed Short-term Rental.
Property Inspections	Required upon initial application and every four years. City conducts inspections and charges a fee.	Inspections will be required upon initial application and then upon every other renewal (i.e. 2-year intervals). Inspections to be completed by third-party independent licensed general contractor using a building safety checklist provided by the City.
Guest Occupancy	Building Official determines guest occupancy	Two adults (aged 18 or older) per bedroom plus one additional adult per site, up to a maximum of 9 adults for homes with 4+ bedrooms. However, the City's Building Official may increase or decrease the final occupancy limit permitted on the Transient Use Site based upon the characteristics of individual Transient Use Sites.
Vehicle Limits	None	Maximum number of vehicles allowed at a Short-term Rental (both on- and off-street) cannot

		exceed the total number of bedrooms included in the rental.
Business License	Required	Obtaining a business license will not be required.
Display of Placard	Not required	Posting of a City-issued placard in a location visible at the front entrance will be required.

In addition to the above changes, staff has also made other non-substantive changes for additional clarity. For example, staff has removed section 17.52.252 and merged its content into relevant sections of section 17.52.251. Additional changes include proper capitalization, and usage of standard definitions for consistency purposes. On October 26, 2022, this Ordinance was considered by the Seaside Planning Commission. The Planning Commission recommended that the City Council approve the Ordinance with two additional recommendations:

1. Consider placing a cap limit on the maximum number of occupants at larger homes; and
2. Coordinate with Seaside Homeowner's Associations (HOA's) as to the City's Short-term Rental regulations.

To respond to the first of these concerns, staff has modified the Ordinance to include a maximum of nine adults for any STR, even if the residence has more than four bedrooms. Staff has not proposed any amendments to the Ordinance to address the second concern – however, staff will modify the application and/or license forms to include an affidavit to be signed by the applicant acknowledging that obtaining an STR license from the City does not absolve them of responsibility to comply with any requirements that may be included in an HOA or private Conditions, Covenants, and Restrictions (CC&Rs).

PRELIMINARY ADMINISTRATIVE PROCEDURES MANUAL

Staff has developed a preliminary working draft of an administrative procedures manual (attachment C) for processing STR applications, renewals and licenses. STR administrative procedures manual which sets forth specific administrative procedures for implementing the revised STR ordinance. The proposed ordinance along with the administrative procedures will streamline license renewal and provide better "tools" for the City's code enforcement effort, while making program requirements straightforward to the public. Staff may update the administrative procedures manual depending on additional City Council feedback. These materials are provided as an informational piece and no action is required for these items.

IMPLEMENTATION TIMELINE

The Ordinance will go into effect 30 days following the final adoption of the Ordinance by the Council. New license applications will be required to meet the new regulatory standards. All existing licenses will undergo a special one-time renewal by the end of the calendar year. The purpose of this process is to update City records, collect past-due fees, and issue updated licenses, which will collectively expire on June 30, 2023. All license holders will be required to renew their license(s) again in May and June 2023 for the subsequent Fiscal Year 2023/2024. The City will begin accepting applications for the waitlist as soon as administratively possible upon adoption of the revised ordinance. Non-hosted STR licenses will be issued up to the cap limit on a first-come, first-serve basis. Applications received after the license cap limit is maxed out will be placed on the waiting list.

City staff has also begun the process of phasing out all modules of Host Compliance except address identification and compliance monitoring which helps the City identify illegal short-term rentals. City staff has also identified a new licensing software - iWorQ Systems Inc. ("iWorQ") - for license management, fee collection, and tracking complaints and inspections. iWorQ will allow the City to design the database based on the City's unique program requirements. City staff will be able to collaboratively manage 100% of the STR program data. iWorQ also offers a public-facing citizen portal for enhanced program transparency.

CEQA

On June 21, 2018, the City Council of the City of Seaside adopted an Initial Study and Negative Declaration to evaluate the potential environmental impacts associated with Transient Use and Short-Term Rent. The IS/MND concluded the ordinance would not have a significant effect upon the environment. The proposed amendment would make minor revisions to STR regulations and will not result in any significant impacts.

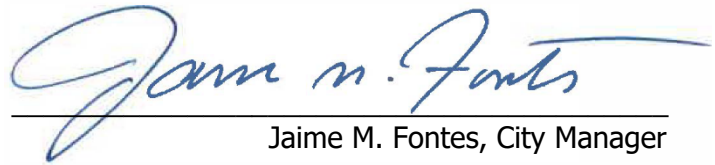
FISCAL IMPACT

The City receives approximately \$500,000.00 in STR TOT revenues per year. Setting a lower cap limit would reduce potential STR TOT revenues; however, since the cap is proposed at a higher number than the existing number of STRs currently licensed, it is not expected to result in a decrease in currently collected revenues. Increasing the number of regulations could increase City Code Enforcement costs – however these costs could be mitigated or exceeded through collection of citation and cost recovery fees. Switching from Host Compliance to an alternative platform will result in improved fee collection, which will increase other program revenues (i.e. application and license renewal fees) to offset the costs of any additional City staff time and resources that may be needed. The net fiscal impact produced by these changes could be positive or negative, but is expected to be minor.

ATTACHMENTS

1. Attachment A- Proposed STR Ordinance
 2. Attachment B - Planning Commission Resolution
 3. Attachment C - Draft STR Administrative Procedures Manual
 4. STR Neighborhood Notice Sample
 5. STR Placard Sample
 6. STR License Template
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

ORDINANCE NO. 22-XXX

AN ORDINANCE OF THE CITY OF SEASIDE AMENDING SEASIDE MUNICIPAL CODE SECTIONS 17.52.251 AND 17.52.252 PERTAINING TO SHORT-TERM RENTALS

WHEREAS, In 2018, the City Council of the City of Seaside adopted Ordinances 1053 and 1054 to regulate short-term rentals (STR); and

WHEREAS, In 2020, the City Council of the City of Seaside received an update on the STR program and adopted Ordinance 1083 repealing and amending Ordinances 1053 and 1054 pertaining to short-term rentals; and

WHEREAS, The establishment of an appropriate City regulatory program coupled with quantitative cap and other limits can best address negative impacts on the quality and character of the City's residential neighborhoods and on the availability and affordability of housing; and

WHEREAS, The City Council finds adoption of a comprehensive code to regulate issuance of and conditions attached to short-term rental licenses is necessary to protect the public health, safety, and welfare; and

WHEREAS, The City Council deems the establishment of an appropriate City regulatory program necessary to regulate this sector; and

WHEREAS, After a duly noticed public hearing on July 21, 2022, the City Council received a an update on the program, considered staff recommended changes and directed staff to return with a first reading of the revised STR ordinance;

WHEREAS, After a duly noticed public hearing on October 26, 2022, the Planning Commission reviewed the proposed amendments and adopted a resolution recommending the City Council adopt an ordinance amending Seaside Municipal Code Sections 17.52.251 and 17.52.252 pertaining to Short-Term Rentals;

WHEREAS, After a duly noticed public hearing on November 3, 2022, the City Council and approved the first reading of Ordinance 22-____; and

WHEREAS, After a duly noticed public hearing on _____, 2022, the City Council approved a second reading of Ordinance 22-____; and

WHEREAS, Ordinance 22-____ shall not authorize any STR owner the right or privilege to violate any private condition, covenant or restriction applicable to the owner's property that may limit or prohibit use of such owner's residential property for short-term rental purposes; and

WHEREAS, Upon its effective date, Ordinance 22-____ shall supersede and repeal Ordinance 1084.

NOW, THEREFORE, The City Council of the City of Seaside does hereby ordain as follows:

SECTION 1. The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. SECTIONS 17.52.251 AND 17.52.252 of the Seaside Municipal Code are hereby amended in their entirety to read as provided in Exhibit A:

SECTION 3. The City Council hereby finds the draft ordinance does not involve the approval of a project because the ordinance and its implementation do not result in a direct or indirect physical change in the environment or in a reasonably foreseeable indirect physical change in the environment. It is therefore exempt from the California Environmental Quality Act (CEQA) review. (Pub. Resources Code §21065; CEQA Guidelines §§15357, 15377, 15378).

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

SECTION 5. This Ordinance shall become effective immediately upon adoption on second reading.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ___ day of _____ 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

EXHIBIT A
Text Amendments to Seaside Municipal Code Sections 17.52.251

17.52.251 Short-Term Rentals

A. Statement of purpose. The purpose of this Section is to establish a licensing process, together with appropriate standards that regulate the Short-Term Rental of single-family and multi-family dwellings in residential districts, to minimize negative secondary effects of Short-Term Rentals on surrounding neighborhoods and preserve the character of neighborhoods in which any such use occurs. This Section addresses traffic, noise, and density; ensures the health, safety and welfare of neighborhoods as well as of renters and guests patronizing Short-Term Rentals; and imposes limits on the number of Licenses issued to ensure long-term availability of the affordable housing stock. This Section also sets regulations to ensure enforcement of these standards, and collection and payment of fees and Transient Occupancy Taxes.

This Section shall not provide any property Owner with the right or privilege to violate any private conditions, covenants or restrictions applicable to the Owner's property that may prohibit the use of such Owner's Residential Property for Short-Term Rental purposes as defined in this Section.

The City Council finds adoption of a comprehensive code to regulate issuance of, and conditions attached to, Short-Term Rental Licenses is necessary to protect the public health, safety and welfare. The purposes of this Section are to provide a licensing system and to impose operational requirements in order to minimize the potential adverse impacts of transient uses on residential neighborhoods.

The City Council finds the regulation of Short-Term Rental uses, including its nontransferability provisions, to be a valid exercise of the City's police power in furtherance of the legitimate governmental interests documented in this Section.

B. Definitions. For the purpose of this section certain terms used herein have the meanings set forth in this Section, and such meaning shall prevail in case of conflict with the definitions set forth in the SMC.

- 1. Good Neighbor Brochure.** A brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to Short-Term Rentals.
- 2. Guest.** The overnight occupant(s) renting a Short-Term Rental for 30 or fewer consecutive days for remuneration and the visitors of the overnight occupants.
- 3. Hosted Short-term Rental.** A dwelling unit where the Owner with the majority interest in the Residential Property, or an Owner holding an equal shared interest if no other Owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers a habitable portion thereof for transient occupancy by others, and is present during the occupancy of the hosted Short-Term Rental.
- 4. Local Contact Person.** The person designated by the Owner or the Owner's authorized representative who shall be available 24 hours per day, seven days per week for the purpose of responding within 60 minutes to complaints related to the Short-Term Rental and taking remedial action to resolve such complaints.
- 5. Nonhosted Short-term Rental.** A dwelling unit that is offered for Transient occupancy where the Owner or shared ownership interest does not occupy the dwelling offered for transient occupancy as his or her principal residence. Second units lawfully established pursuant to Chapter 17.12, a permitted Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall not be permitted for Transient Use.
- 6. Owner Representative.** Any person authorized by the Owner to fully manage the Transient Use Site.
- 7. Owner.** The person who possesses fee title to a Transient Use Site.

- 8. Person.** An individual or a group of individuals, association, firm, partnership, entity, public or corporation or other private.
- 9. Remuneration.** Compensation, money, rent, or other bargained for consideration given in return for occupancy, possession or use of real property.
- 10. Residential Property.** Any lawfully established residential dwelling unit. Second units lawfully established pursuant to Chapter 17.12, a permitted Accessory Dwelling Unit or Junior Accessory Dwelling Unit, or any part of a bed and breakfast inn, motel, hotel, timeshare development or other transient use dwelling shall not be considered as Residential Property for the purposes of Short-Term Rentals and this Section.
- 13. Responsible Tenant.** A person aged 18 or older who has received notice of occupancy, parking and other limits and regulations that apply to the Transient Use Site, and who has agreed to be responsible to ensure that impermissible or inappropriate behavior does not occur at the Transient Use Site, including, but not limited to, all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental.
- 14. Short-Term Rental (STR).** A term that shall mean a Short-Term Rental unit that is rented for periods 30 or fewer consecutive calendar days for Remuneration. Short Term Rentals may be Hosted or Nonhosted.
- 15. Short-Term Rental License.** Short-Term Rental License shall have the same meaning as Transient Use License.
- 16. Transient Use.** A period of 30 or fewer consecutive calendar days.
- 17. Transient Use License.** A license issued by the City of Seaside in accordance with this Section allowing the temporary operation of a Short Term Rental. All references to a "License" in this Section shall refer to a Transient Use License unless otherwise specified.
- 18. Transient Use of Residential Property.** The commercial use by any person of Residential Property for transient lodging uses where the term of occupancy, possession, or tenancy of the property by the person entitled to such occupancy, possession, or tenancy is 30 or fewer consecutive calendar days.
- 19. Transient Use Site.** Property occupied and used for Transient Use of Residential Property or Short-Term Rental purposes.

C. Transient Use of Residential Property Subject to this Section.

- 1.** Transient Use of Residential Property for Remuneration is prohibited except (1) as otherwise expressly licensed by this Section, or (2) when such use is licensed by a Transient Use License issued in accord with this Section. Transient Use of Residential Property shall be considered accessory to an existing residential use and shall only be considered within a structure which is lawfully allowed to be used for residential purposes.
- 2.** Each transient use must meet all the requirements of this section. Short-Term Rental Licenses are issued for a term expiring on June 30th each year. No guarantee is given or implied that a Short-Term Rental License will be extended or renewed for a term subsequent to its expiration.
- 3.** Any Owner, Owner Representative, Responsible Tenant, person acting as agent, real estate broker, real estate sales agent, property manager or otherwise who uses, advertises, arranges, or negotiates for the use of, or allows the use of, Residential Property in violation of the provisions of this Section shall be subject to administrative remedies as set forth in Chapter 2.58 of the Seaside Municipal Code.

4. Each private contract or tenancy that allows Transient Use shall identify the name, address, phone number and email contact information of at least one Responsible Tenant who has been informed of, and has agreed to abide by, occupancy, parking and other limits that apply to that transient use.
5. Violations of this Section shall be treated as a public nuisance and Short-Term Rental strict liability offense regardless of intent.
6. A violation of any provision of this Section by any of the guests, Owners, or operators shall constitute grounds to suspend or revoke a Short-Term Rental License.

D. Short-Term Rental License Cap and Density Limits.

1. **License Cap:** The maximum number of Nonhosted Short-Term Rentals allowed throughout the City shall be 90. If the number of existing Nonhosted Short Term Rental Licenses exceeds 90, new License applications shall be placed on a waiting list. Hosted Short-Term Rental Licenses are not subject to the License cap.
2. **Density Limit:** Upon the effective date of the ordinance codified in this Section, all new Nonhosted Short-Term Rentals shall be subject to a 55-foot zone of exclusion. The 55-foot zone of exclusion shall be drawn along a horizontal plane from the proposed Nonhosted Short-Term Rental parcel boundary to the boundary of the existing Nonhosted Short-Term Rental. A property shall be ineligible to hold a Short-Term Rental License if any part of its parcel boundary is within the 55-foot zone of exclusion of an existing Short-Term Rental. Subject to the Director or his/her designee's discretion, a property may be eligible for a Short-Term Rental License if its parcel boundary is outside the zone of exclusion but an associated legal easement is within the 55-foot range (i.e., a reverse ingress or egress easement creates a flag lot). No more than one Nonhosted Short Term Rental License may be issued per parcel of record. Hosted Short-term Rentals shall not be subject to the density limit.

Applications for renewals of existing Transient Use Licenses shall not be subject to the 55-foot zone of exclusion.

E. Limits on Transient Use. Transient Use of Residential Property for Remuneration allowed by this Section shall be subject to all of the following:

1. Each private contract or tenancy that enables transient use shall be in writing, and identify thereon the name, address, phone number and email contact information of:
 - a. The Owner;
 - b. The Owner Representative; and
 - c. At least one Responsible Tenant occupying the transient site who shall be responsible for all limits required by this section.
2. Each private contract or tenancy shall identify the name, address, phone number and email contact information of at least one Responsible Tenant who has been informed by the Owner or Owner Representative of the occupancy, parking and other limits that apply to transient use by this section and shall be informed of residential parking and noise limits, including but not limited to Chapter 9.12, the City codes that regulate unlawful noises.
3. Trash and refuse shall not be left stored within public view, except in proper containers for purpose of collection by the City's authorized waste hauler.
4. A Short-Term Rental shall not change the residential character of the outside appearance of the residence including color, material, lighting or any advertising mechanism, including "vacation rental" signs.

5. Guests of the Short-Term Rental shall comply with Chapter 9.12 regulating noise, including quiet hours between the hours of 10:00 p.m. and 7:00 a.m.
6. The Owner or Owner Representative for all Nonhosted Short-Term Rentals shall post in a prominent location within the Short-Term Rental:
 - a. Owner or Owner Representative name and telephone number;
 - b. Local Contact Person name and telephone number;
 - c. Telephone number for Seaside Code Enforcement and the Seaside Police Department;
 - d. The maximum number of parking spaces available on site;
 - e. Trash pick-up day and applicable rules and regulations;
 - f. A copy of City of Seaside noise regulations;
 - g. A copy of the Good Neighbor Brochure; and
 - h. Notification that a guest, Local Contact Person, responsible person or Owner may be cited and/or fined by the City in accordance with this section.
7. The Transient Use Site:
 - a. Shall be used and maintained in a manner consistent with the character of the neighborhood;
 - b. Shall not impair the desirability of investment or occupation of the surrounding neighborhood; and
 - c. Shall not have displayed thereon any sign that indicates the property is used or available for transient or Short-Term Rental purposes.
8. Owner and Owner Representative shall each use their best efforts, and respond in a reasonable and timely manner, to ensure that every occupant of the Transient Use Site does not create or contribute to unreasonable use of the property, cause unreasonable noise or disturbance, engage in disorderly or unlawful conduct, or overcrowd the site.
9. Local Contact Person shall be on call full-time (24 hours per day, seven days per week) to manage the property and shall be able to be physically present at the Transient Use Site within 60 minutes of request during any time the property is occupied for transient use. Within 24 hours of the time an initial call is attempted, the Owner, Owner Representative or Local Contact Person shall use his or her best efforts to prevent the recurrence of such conduct by the occupants and take corrective action to address any violation. Failure to respond timely to two or more complaints regarding guest violations is grounds for penalties as set forth in this Section. The Owner, Owner Representative or Local Contact Person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within 60 minutes of request.
10. The maximum number of occupants aged 18 or older authorized to stay overnight at any Transient Use Site shall be two persons per bedroom, plus one additional person per Short-Term Rental, not to exceed a maximum of nine adults under any circumstance. The City' Building Official may increase or decrease the final occupancy limit permitted on the Transient Use Site based upon the characteristics of individual Transient Use Sites.
11. Each designated on-site parking space at a Transient Use Site shall be made available for use by overnight occupants of that site and any on-site driveway must be available for the use of the guests of the site. Each private contract or tenancy shall specify that the maximum number of tenant

vehicles to be parked at or in proximity to a Transient Use Site (whether on-street or off-street) shall not exceed the number of bedrooms included in the contract or tenancy.

12. Amplified sound that is audible beyond the property boundaries of the Transient Use Site is prohibited.

13. Commercial functions and other similar events are prohibited at the Transient Use Site.

14. A Short-Term Rental License application for a previously unlicensed Transient Use Site may be approved or placed on a waitlist only if all taxes and penalties are paid in full or if a payment agreement has been signed both by the City and the applicant.

15. The Owner or Owner Representative shall maintain a guest log book that includes the name, phone number, home address, guest license plate number if traveling by car, dates of stay of a responsible tenant, and amount of gross rental proceeds collected. The Owner or Owner Representative shall furnish such information to the City upon request.

F. Short-Term Rental License. It is unlawful for any person to transact and carry on any business relating to or supporting the Transient Use of Residential Property in the City without first having procured a Short-Term Rental License from the City, and paying the License fee and any other fees associated with approval of an application for a License, hereinafter prescribed, and also without complying with any and all applicable provisions of this section. A Short-Term Rental License, however, shall not be required for any lawfully established bed and breakfast inn, motel, hotel, or timeshare development.

G. Display of Short-Term Rental License. The Owner or Owner Representative shall cause a copy of the Transient Use License to be displayed in a prominent location within the interior of the Transient Use Site, and shall provide a copy to each Responsible Tenant. Each internet or online advertisement, sign, circular, card, telephone book, or newspaper advertisement that indicates or represents a Transient Use Site is available for transient or Short-Term Rental purposes shall prominently display thereon the Transient Use License number assigned to that site by the City of Seaside.

H. Separate Properties. A separate Short-Term Rental License shall be obtained for each separate Transient Use Site. In all other circumstances, a separate License shall be required for each Transient Use Site. A Transient Use License shall authorize the licensed Owner to transact and carry on Transient Use of Residential Property only at the location and in the manner and subject to the limits designated in such License.

I. Contents of License. Every person required to have a License under the provisions of this section shall make application to the City and tender payment of the prescribed application and License fee. Thereafter in accord with the provisions of this section the City shall issue to such person a License which shall contain the following information:

1. The name and contact information of the Owner to whom the License is issued, and the name and contact information for the Owner Representative, if any;
2. The Transient Use Site to be Licensed, and whether the License is for a Hosted Short-Term Rental or a Nonhosted Short-Term Rental;
3. The date of expiration of such License;
4. The maximum number of occupants aged 18 or older who are authorized to stay overnight at that Transient Use Site determined by this Section or the City Building Official;
5. The maximum number of motor vehicles allowed for use by overnight guests at that Nonhosted Transient Use Site based upon the available on-site parking as shown on the application site plan; and

6. Such other administrative information as may be necessary for the enforcement of the provisions of this section.

J. Application – First License. Each Short-Term Rental License shall be in the name of the Owner of the real property upon which the Short-Term Rental use is to be Licensed and shall be valid for a term expiring on June 30th each year. When a person first makes an application for a License pursuant to this section, such person shall furnish to the City a sworn affidavit upon a form provided by the City setting forth the following information:

1. The address of the Transient Use Site to which the License shall apply, and all places of residence of the Owner(s) of the Transient Use Site:
 - a. In the event an application is made for issuance of a License to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning the business; or
 - b. In the event an application is made for the issuance of a License to a corporation or a partnership, the application shall set forth the names and places of residence of the principal officers and all partners thereof; or
 - c. In the event an application is made for the issuance of a License by a property management company, the application shall set forth the names and places of residence of the management company thereof, as well as include the property Owner signature approving the application and use of the property; and
2. Each application shall set forth such information as may be therein required by the City and deemed necessary to estimate the annual Transient Occupancy Tax to be charged for that property; and
3. The Owner and applicant shall agree to collect and remit Transient Occupancy Taxes on all gross receipts pertaining to the Transient Use Site; and
4. Each application shall identify the name, address, phone number and email contact information of the Owner and the Owner Representative; and
5. Each application for a License shall include a site plan and floor plan which labels each room and the structures of the property, including the number of and square footage of bedrooms and the number of off-street parking spaces; and
6. The Owner shall affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas, and that fire extinguishers are accessible to protect the health and safety of the guests of the Transient Use Site, and the applicant shall provide access and information to the Fire Inspector as needed to ensure health and safety for occupants of the Transient Use Site; and
7. A building inspection report shall be submitted to the city upon initial application and upon every other renewal period. The building inspection checklist shall be completed by a certified third-party general contractor (certified by the Contractors State License Board) or home inspector (certified by the International Association of Certified Home Inspectors). The inspection report shall use a form approved by the city. The chief building official or his/her designee may conduct a follow-up inspection to ensure the accuracy of information provided to the city and inspect any deficiencies that may need correction. The applicant or Short-Term Rental Owner shall reimburse the city for all building inspection costs; payments shall be nonrefundable for applications found by the city to not be suitable or to qualify for Short-Term Rental; and
8. The Owner or Owner Representative shall agree to post a city-issued placard in a location visible at the front entrance. The placard shall prominently display the Owner Representative's contact information, Short-Term Rental License number, and guest occupancy limits. It shall be the

responsibility of the Owner and Owner Representative to immediately notify the city and obtain an updated placard whenever there is change in contact information; and

9. Upon initial Short-Term Rental License application, the City shall notify the owners of real property located within 55 feet of the property boundaries of the Transient Use Site. The notice shall include a statement of the maximum number of guests Licensed to stay in the Short-Term Rental, and state the Short-Term Rental Owner's or Owner Representative's contact information; and

10. The Owner and Owner Representative shall submit a signed City-provided acknowledgment and indemnification form agreeing to the terms and conditions of the Short-Term Rental License; and

11. Such further information which the City may require to enable proper administration of the License.

The applicant shall remit all required annual fees in accordance with the master fee schedule set by City Council resolution. The applicant shall agree to renew and/or amend the License in accordance with the requirements of this section, and if there is a change in any material fact stated in the application. Applications are valid until the License is issued, but not to exceed 45 calendar days, unless extended by approval of the program administrator.

K. Renewal of License.

1. It shall be the responsibility of Short-Term Rental Owner or Owner Representative to renew each Short-Term Rental License on or before June 30th of each year. To renew a Short-Term Rental License, the Owner or Owner Representative shall submit the following:

- a. Short-Term Rental License renewal form provided by the City.
- b. List of hyperlinks for each online listing for the Short-Term Rental.
- c. Signed affidavit affirming smoke and carbon monoxide alarms are installed and that fire extinguisher(s) are in accessible locations.
- d. A building inspection report using the form provided by the city, and obtained through a certified third-party general contractor or building inspector. A building inspection report shall be required upon every other Short-Term Rental License renewal application.
- e. Owner acknowledgment and indemnification form
- f. Payment of all applicable fees.

2. Notwithstanding the above, Short Term Rental Licenses which are issued less than 60 days from the expiration date of said License shall be automatically renewed for the following year without need to submit any application. Any fees due for the following year shall be due at the time the initial Short Term Rental License is issued.

3. In addition to other reasons, any of the following factors is grounds for nonrenewal of a Short-Term Rental License:

- a. Incomplete application.
- b. Failure to demonstrate the Short-Term Rental License number is displayed in all the online listings or failure to provide hyperlinks of each online listing to the city.
- c. Failure to remit payment to the city at the time the Short-Term Rental License renewal application is submitted.
- d. The Short-Term Rental does not pass the building inspection, or the building inspection report identifies an unsafe condition.
- e. Nonhosted Short-Term Rental License holder fails to provide evidence of at least one documented Short-Term Rental stay during the preceding 90 days, or 3 documented stays during the preceding 180 days, or 6 documented stays in the year prior to the Short-Term Rental renewal application.
- f. Evidence of two or more verified violations of the City Code during the preceding 12 months.

- g. Failure to demonstrate all Transient Occupancy Tax payments are current as of the date of approval of the renewal application.

L. Change to License information.

1. A request to amend any information provided on the License issued pursuant to this section shall be made within 14 days of any change of Owner, a change of the Owner Representative, a change in any material fact upon which the License was issued, or if any other person acquires an Ownership interest in the Transient Use Site.
2. The Owner or Owner Representative shall immediately (no later than 14 days) inform the city of any change in the contact information or a change in any material fact upon which the STR license was issued.

M. Evidence of Transient Use of Residential Property. When any Owner, Owner Representative, or other person makes use of internet services, signs, circulars, cards, telephone books, or newspapers and/or advertises, holds out, or represents that he or she allows Transient Use of Residential Property in the City, and such person fails to provide a sworn affidavit to the City that he or she does not allow Transient Use of Residential Property in the City after being requested to do so by the City, then such information shall be considered prima facie evidence that he or she is conducting a business in the City by allowing Transient Use of Residential Property. Until proper evidence to the contrary is presented to the City, the City shall be entitled to presume that the property is being used as a Short-Term Rental and is required to obtain a License as required by this Section, and/or that the Transient Use of Residential Property has occurred at the subject property.

N. Statement and records. No statement shall be conclusive as to the matters set forth therein, nor shall the filing of such statement keep the City from collecting by appropriate action taxes and/or fees that are due and payable hereunder. In the event that the City deems it necessary, the City may require that an already Licensed Owner, or applicant for a License, submit verification of financial information necessary to calculate the Transient Occupancy Tax due, or, at the option of the already Licensed Owner or applicant, authorize the City to examine records or business transactions to compute the Transient Occupancy Tax that is owed.

O. Failure to file statement or corrected statement. If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the City the Licensed Owner or applicant fails to file a corrected statement, or if any person subject to the tax imposed by this section fails to apply for a License, the City may determine the amount of tax due from such person by means of such information as City may be able to obtain and shall give written notice thereof to such person. Delinquent payment shall be subject to penalties calculated in the same manner as set forth in Chapter 3.24.

P. Transient Occupancy Tax. The Owner or Owner Representative shall comply with all the requirements of Chapter 3.24 (Transient Occupancy Tax). For the purposes of Section 3.24.010, a Short-Term Rental shall qualify as a hotel. The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24. Transient Occupancy Tax collected for Short-Term Rentals shall be set aside in a separate fund account.

Q. Appeal of tax. Any person aggrieved by any decision of the City with respect to the amount of the Transient Occupancy Tax or fees associated therewith may appeal to the Administrative Enforcement Hearing Office Panel by filing a notice of appeal with the City Clerk within 15 calendar days after receipt of written notice from the City. The Hearing Officer assigned by the Panel shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of hearing by serving it personally or by depositing in the United States Post Office at Seaside, California, postage prepaid, addressed to such person at his or her last known address. The Hearing Officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this Section.

R. Additional power of City. In addition to all other power conferred upon the City Manager, he or she shall have the power, for good cause shown:

1. To extend the time for filing any required sworn affidavit or application for a period not exceeding 30 days, and in such case to waive any penalty that would otherwise have accrued; and
2. Whenever any fee, tax or penalty pursuant to this section is due and payable but has not been satisfied in full within 90 days and/or has not been successfully deposited by a timely writ of mandate, such amounts shall constitute a lien against the real property, and be subject to the processes set forth in the SMC.

S. License nontransferable. Each Transient Use License shall be nontransferable to any other person, except that transfer of ownership shall be allowed between spouses. Each Transient Use License shall be nontransferable to any other location. No STR license shall be assignable, and shall not be transferred upon sale or other transfer of the property.

T. License denial or revocation. Any application for a License may be denied, and any License issued pursuant to this section may be revoked. Substantial evidence shall be presented as to why the application should be denied or the License should be revoked for any reasons, including but not limited to:

1. A false material statement or misrepresentation has been made in, or in support of, the application;
2. A change occurs in any material fact upon which the License was issued that has not been reported to the City as a change to the required License content within 14 days;
3. The Transient Use Site, or any other location owned by the Owner or applicant, has been the site of a violation of any provision of law, or otherwise fails to meet sanitation or health standards of the neighborhood, within the 12 months immediately preceding;
4. The Owner, Owner Representative, or applicant has been convicted of any crime involving moral turpitude;
5. The Owner, Owner Representative, or applicant has failed to timely respond to two or more complaints within the 12 months immediately preceding; or
6. The Owner, applicant, guest, or any occupant of a Transient Use Site regularly engages in disorderly conduct, violates provisions of this code or any state law pertaining to noise, disorderly conduct, or uses illegal drugs.
7. The Short-Term Rental has outstanding administrative penalties or the Short-Term Rental Owner or Owner Representative owes past-due Transient Occupancy Taxes (TOT) for prior Short-Term Rental use; or
8. The property under present ownership has previously been used as Short-Term Rental without a Short-Term Rental License, unless all taxes and penalties have been either paid in full or will be paid subject to a payment agreement signed both by the City and the applicant.

U. Appeal of revocation or suspension. Any person who has been denied a License or to whom notice of revocation or suspension of a License has been mailed may appeal to the Administrative Enforcement Hearing Panel under Chapter 2.58, pursuant to a request for hearing under Chapter 2.58. Notice of the proceeding shall conform to Section 2.58.080, and the hearing shall conform to the process set in Section 2.58.090. The Hearing Officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this section. Any applicant or License holder whose License shall have been denied or revoked shall be ineligible for a two-year period from applying for a new License. No person whose License has been

revoked shall continue to engage in, or carry on, the activity for which the License was granted unless and until such License has been reinstated or reissued. The decision of the Hearing Officer shall be final. Notice of the decision, and the opportunity for judicial review, shall conform to Section 2.58.180.

V. Penalties. Penalties as set forth in Chapter 2.58 and Section 17.80.050 may be imposed for failure to comply with the provisions of this section, with respect to:

1. Any Owner, Owner Representative, or person who transacts or carries on any activity relating to or supporting the Transient Use of Residential Property in the City without first having procured and complied with a Transient Use License from the City to do so, and paying all applicable License fees, shall be subject to administrative penalties as set forth in Chapter 2.58 and Section 17.80.050, including administrative penalties imposed by a Hearing Officer for violation of any provisions of this code in an amount not to exceed a maximum of \$2,500 per day for each continuing violation, exclusive of administrative costs, interest and restitution for compliance reinspections, for any related series of violations, and/or forfeiture of all rents received during the period transient use was allowed without a Transient Use License , whichever amount is greater;
2. Any Owner, Owner Representative, or person who carries on any activity that advertises to the surrounding neighborhood that the site has been Licensed to allow, or is used for, transient occupancy, and who has failed to timely remedy this violation in response to two or more complaints, shall be subject to administrative penalties;
3. Any Owner, Owner Representative, Responsible Tenant or person who allows a Transient Use Site to be used or maintained in a manner detrimental to the peace, public health, safety or general welfare of persons or property of the neighborhood or the public, and fails to timely remedy this violation in response to two or more complaints;
4. Any Owner, Owner Representative, Responsible Tenant or person who allows impermissible or inappropriate behavior at the Transient Use Site or action that exceeds the limits on transient use following two or more complaints;
5. Limits upon administrative penalties in Chapter 2.58 and Section 17.80.050 shall not apply to any violation of this section.

W. Liens. Whenever the amount of any penalty forfeiture and/or administrative cost imposed by a Hearing Officer pursuant to this section or to Section 2.58.170 has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien against the real property on which the violation occurred, and be subject to the processes set forth in Chapter 2.58.

X. Administrative policy. The City Manager or his/her designee shall have the authority to develop administrative policies and procedures to implement the intent of this chapter.

RESOLUTION NO. 22-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE RECOMMENDING THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPT AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTIONS 17.52.251 AND 17.52.252 PERTAINING TO SHORT-TERM RENTALS

WHEREAS, the proposed Resolution seeks to revise and streamline Sections 17.52.251 and 17.52.252 of the Seaside Municipal Code as shown in Exhibit A; and

WHEREAS, Seaside Municipal Code Sections 17.52.251 and 17.52.252 establish a licensing process, together with standards, to regulate Transient Use of Residential Property to minimize the negative secondary effects of Short-Term Rentals on surrounding neighborhoods, to preserve the character of neighborhoods, to ensure long-term availability of the affordable housing stock, and to ensure enforcement of these standards and collection and payment of fees and Transient Occupancy Tax; and

WHEREAS, the City of Seaside has determined that certain provisions of Seaside Municipal Code Sections 17.52.251 and 17.52.252 are in need of revision and clarification in order to regulate Short-Term Rentals more effectively, streamline licensing process, protect availability and affordability of long-term housing rentals, and lesson potential impacts of overconcentration on neighborhoods; and

WHEREAS, on June 21, 2018, the City Council of the City of Seaside adopted an Initial Study and Negative Declaration to evaluate the potential environmental impacts associated with Transient Use and Short-Term Rentals; and

WHEREAS, Section 17.74.040 of the Seaside Municipal Code provides that it is the responsibility of the Planning Commission to consider and weigh the merits of Amendments to the Zoning Code in relation to the policies, standards, and intent of the Seaside General Plan and Seaside Zoning Code and provide a recommendation to the City Council on the proposed Amendment; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed Zoning Code Amendment at a duly noticed public hearing held on October 26, 2022, and made a recommendation to the City Council to adopt the proposed Zoning Code Amendment, and

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby finds and determines:

1. The proposed Zoning Code Amendment consistent with the goals and policies of the Zoning Code; and

2. The proposed text amendments would not be detrimental to public interest, health, safety, convenience, and welfare of the City; and
3. The proposed text amendments are consistent with other applicable provisions of Seaside Municipal Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning Commission recommends to the City Council approval of the proposed text amendments as contained in Exhibit A with the following additional changes:

1. Consider placing a cap limit on the maximum number of occupants at larger homes; and
2. Coordinate with Seaside Homeowner's Associations (HOA's) as to the City's Short-term Rental regulations.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside, State of California, held on the 25th day of October 2022 by the following vote:

AYES: Dodson, Evans, Huynh, La Mica, Silva

NOES: None

ABSENT: Madrigal, Owens

ABSTAIN: None

APPROVED:



William Silva, Chairperson

ATTEST:



Dominique L. Davis, City Clerk

EXHIBIT A
Text Amendments to Seaside Municipal Code Sections 17.52.251

17.52.251 Short-Term Rentals

A. Statement of purpose. The purpose of this Section is to establish a licensing process, together with appropriate standards that regulate the Short-Term Rental of single-family and multi-family dwellings in residential districts, to minimize negative secondary effects of Short-Term Rentals on surrounding neighborhoods and preserve the character of neighborhoods in which any such use occurs. This Section addresses traffic, noise, and density; ensures the health, safety and welfare of neighborhoods as well as of renters and guests patronizing Short-Term Rentals; and imposes limits on the number of Licenses issued to ensure long-term availability of the affordable housing stock. This Section also sets regulations to ensure enforcement of these standards, and collection and payment of fees and Transient Occupancy Taxes.

This Section shall not provide any property Owner with the right or privilege to violate any private conditions, covenants or restrictions applicable to the Owner's property that may prohibit the use of such Owner's Residential Property for Short-Term Rental purposes as defined in this Section.

The City Council finds adoption of a comprehensive code to regulate issuance of, and conditions attached to, Short-Term Rental Licenses is necessary to protect the public health, safety and welfare. The purposes of this Section are to provide a licensing system and to impose operational requirements in order to minimize the potential adverse impacts of transient uses on residential neighborhoods.

The City Council finds the regulation of Short-Term Rental uses, including its nontransferability provisions, to be a valid exercise of the City's police power in furtherance of the legitimate governmental interests documented in this Section.

B. Definitions. For the purpose of this section certain terms used herein have the meanings set forth in this Section, and such meaning shall prevail in case of conflict with the definitions set forth in the SMC.

- 1. Good Neighbor Brochure.** A brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to Short-Term Rentals.
- 2. Guest.** The overnight occupant(s) renting a Short-Term Rental for 30 or fewer consecutive days for remuneration and the visitors of the overnight occupants.
- 3. Hosted Short-term Rental.** A dwelling unit where the Owner with the majority interest in the Residential Property, or an Owner holding an equal shared interest if no other Owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers a habitable portion thereof for transient occupancy by others, and is present during the occupancy of the hosted Short-Term Rental.
- 4. Local Contact Person.** The person designated by the Owner or the Owner's authorized representative who shall be available 24 hours per day, seven days per week for the purpose of responding within 60 minutes to complaints related to the Short-Term Rental and taking remedial action to resolve such complaints.
- 5. Nonhosted Short-term Rental.** A dwelling unit that is offered for Transient occupancy where the Owner or shared ownership interest does not occupy the dwelling offered for transient occupancy

as his or her principal residence. Second units lawfully established pursuant to Chapter 17.12, a permitted Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall not be permitted for Transient Use.

6. Owner Representative. Any person authorized by the Owner to fully manage the Transient Use Site.

7. Owner. The person who possesses fee title to a Transient Use Site.

8. Person. An individual or a group of individuals, association, firm, partnership, entity, public or corporation or other private.

9. Remuneration. Compensation, money, rent, or other bargained for consideration given in return for occupancy, possession or use of real property.

10. Residential Property. Any lawfully established residential dwelling unit. Second units lawfully established pursuant to Chapter 17.12, a permitted Accessory Dwelling Unit or Junior Accessory Dwelling Unit, or any part of a bed and breakfast inn, motel, hotel, timeshare development or other transient use dwelling shall not be considered as Residential Property for the purposes of Short-Term Rentals and this Section.

13. Responsible Tenant. A person aged 18 or older who has received notice of occupancy, parking and other limits and regulations that apply to the Transient Use Site, and who has agreed to be responsible to ensure that impermissible or inappropriate behavior does not occur at the Transient Use Site, including, but not limited to, all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental.

14. Short-Term Rental (STR). A term that shall mean a Short-Term Rental unit that is rented for periods 30 or fewer consecutive calendar days for Remuneration. Short Term Rentals may be Hosted or Nonhosted.

15. Short-Term Rental License. Short-Term Rental License shall have the same meaning as Transient Use License.

16. Transient Use. A period of 30 or fewer consecutive calendar days.

17. Transient Use License. A license issued by the City of Seaside in accordance with this Section allowing the temporary operation of a Short Term Rental. All references to a "License" in this Section shall refer to a Transient Use License unless otherwise specified.

18. Transient Use of Residential Property. The commercial use by any person of Residential Property for transient lodging uses where the term of occupancy, possession, or tenancy of the property by the person entitled to such occupancy, possession, or tenancy is 30 or fewer consecutive calendar days.

19. Transient Use Site. Property occupied and used for Transient Use of Residential Property or Short-Term Rental purposes.

C. Transient Use of Residential Property Subject to this Section.

1. Transient Use of Residential Property for Remuneration is prohibited except (1) as otherwise expressly licensed by this Section, or (2) when such use is licensed by a Transient Use License issued in accord with this Section. Transient Use of Residential Property shall be considered accessory to an

existing residential use and shall only be considered within a structure which is lawfully allowed to be used for residential purposes.

2. Each transient use must meet all the requirements of this section. Short-Term Rental Licenses are issued for a term expiring on June 30th each year. No guarantee is given or implied that a Short-Term Rental License will be extended or renewed for a term subsequent to its expiration.
3. Any Owner, Owner Representative, Responsible Tenant, person acting as agent, real estate broker, real estate sales agent, property manager or otherwise who uses, advertises, arranges, or negotiates for the use of, or allows the use of, Residential Property in violation of the provisions of this Section shall be subject to administrative remedies as set forth in Chapter 2.58 of the Seaside Municipal Code.
4. Each private contract or tenancy that allows Transient Use shall identify the name, address, phone number and email contact information of at least one Responsible Tenant who has been informed of, and has agreed to abide by, occupancy, parking and other limits that apply to that transient use.
5. Violations of this Section shall be treated as a public nuisance and Short-Term Rental strict liability offense regardless of intent.
6. A violation of any provision of this Section by any of the guests, Owners, or operators shall constitute grounds to suspend or revoke a Short-Term Rental License.

D. Short-Term Rental License Cap and Density Limits.

1. **License Cap:** The maximum number of Nonhosted Short-Term Rentals allowed throughout the City shall be 90. If the number of existing Nonhosted Short Term Rental Licenses exceeds 90, new License applications shall be placed on a waiting list. Hosted Short-Term Rental Licenses are not subject to the License cap.
2. **Density Limit:** Upon the effective date of the ordinance codified in this Section, all new Nonhosted Short-Term Rentals shall be subject to a 55-foot zone of exclusion. The 55-foot zone of exclusion shall be drawn along a horizontal plane from the proposed Nonhosted Short-Term Rental parcel boundary to the boundary of the existing Nonhosted Short-Term Rental. A property shall be ineligible to hold a Short-Term Rental License if any part of its parcel boundary is within the 55-foot zone of exclusion of an existing Short-Term Rental. Subject to the Director or his/her designee's discretion, a property may be eligible for a Short-Term Rental License if its parcel boundary is outside the zone of exclusion but an associated legal easement is within the 55-foot range (i.e., a reverse ingress or egress easement creates a flag lot). No more than one Nonhosted Short Term Rental License may be issued per parcel of record. Hosted Short-term Rentals shall not be subject to the density limit.

Applications for renewals of existing Transient Use Licenses shall not be subject to the 55-foot zone of exclusion.

E. Limits on Transient Use. Transient Use of Residential Property for Remuneration allowed by this Section shall be subject to all of the following:

1. Each private contract or tenancy that enables transient use shall be in writing, and identify thereon the name, address, phone number and email contact information of:
 - a. The Owner;
 - b. The Owner Representative; and

- c. At least one Responsible Tenant occupying the transient site who shall be responsible for all limits required by this section.
2. Each private contract or tenancy shall identify the name, address, phone number and email contact information of at least one Responsible Tenant who has been informed by the Owner or Owner Representative of the occupancy, parking and other limits that apply to transient use by this section and shall be informed of residential parking and noise limits, including but not limited to Chapter 9.12, the City codes that regulate unlawful noises.
3. Trash and refuse shall not be left stored within public view, except in proper containers for purpose of collection by the City's authorized waste hauler.
4. A Short-Term Rental shall not change the residential character of the outside appearance of the residence including color, material, lighting or any advertising mechanism, including "vacation rental" signs.
5. Guests of the Short-Term Rental shall comply with Chapter 9.12 regulating noise, including quiet hours between the hours of 10:00 p.m. and 7:00 a.m.
6. The Owner or Owner Representative for all Nonhosted Short-Term Rentals shall post in a prominent location within the Short-Term Rental:
 - a. Owner or Owner Representative name and telephone number;
 - b. Local Contact Person name and telephone number;
 - c. Telephone number for Seaside Code Enforcement and the Seaside Police Department;
 - d. The maximum number of parking spaces available on site;
 - e. Trash pick-up day and applicable rules and regulations;
 - f. A copy of City of Seaside noise regulations;
 - g. A copy of the Good Neighbor Brochure; and
 - h. Notification that a guest, Local Contact Person, responsible person or Owner may be cited and/or fined by the City in accordance with this section.
7. The Transient Use Site:
 - a. Shall be used and maintained in a manner consistent with the character of the neighborhood;
 - b. Shall not impair the desirability of investment or occupation of the surrounding neighborhood; and
 - c. Shall not have displayed thereon any sign that indicates the property is used or available for transient or Short-Term Rental purposes.
8. Owner and Owner Representative shall each use their best efforts, and respond in a reasonable and timely manner, to ensure that every occupant of the Transient Use Site does not create or contribute to unreasonable use of the property, cause unreasonable noise or disturbance, engage in disorderly or unlawful conduct, or overcrowd the site.

9. Local Contact Person shall be on call full-time (24 hours per day, seven days per week) to manage the property and shall be able to be physically present at the Transient Use Site within 60 minutes of request during any time the property is occupied for transient use. Within 24 hours of the time an initial call is attempted, the Owner, Owner Representative or Local Contact Person shall use his or her best efforts to prevent the recurrence of such conduct by the occupants and take corrective action to address any violation. Failure to respond timely to two or more complaints regarding guest violations is grounds for penalties as set forth in this Section. The Owner, Owner Representative or Local Contact Person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within 60 minutes of request.

10. The maximum number of occupants aged 18 or older authorized to stay overnight at any Transient Use Site shall be two persons per bedroom, plus one additional person per Short-Term Rental. The City' Building Official may increase or decrease the final occupancy limit permitted on the Transient Use Site based upon the characteristics of individual Transient Use Sites.

11. Each designated on-site parking space at a Transient Use Site shall be made available for use by overnight occupants of that site and any on-site driveway must be available for the use of the guests of the site. Each private contract or tenancy shall specify that the maximum number of tenant vehicles to be parked at or in proximity to a Transient Use Site (whether on-street or off-street) shall not exceed the number of bedrooms included in the contract or tenancy.

12. Amplified sound that is audible beyond the property boundaries of the Transient Use Site is prohibited.

13. Commercial functions and other similar events are prohibited at the Transient Use Site.

14. A Short-Term Rental License application for a previously unlicensed Transient Use Site may be approved or placed on a waitlist only if all taxes and penalties are paid in full or if a payment agreement has been signed both by the City and the applicant.

15. The Owner or Owner Representative shall maintain a guest log book that includes the name, phone number, home address, guest license plate number if traveling by car, dates of stay of a responsible tenant, and amount of gross rental proceeds collected. The Owner or Owner Representative shall furnish such information to the City upon request.

F. Short-Term Rental License. It is unlawful for any person to transact and carry on any business relating to or supporting the Transient Use of Residential Property in the City without first having procured a Short-Term Rental License from the City, and paying the License fee and any other fees associated with approval of an application for a License, hereinafter prescribed, and also without complying with any and all applicable provisions of this section. A Short-Term Rental License, however, shall not be required for any lawfully established bed and breakfast inn, motel, hotel, or timeshare development.

G. Display of Short-Term Rental License. The Owner or Owner Representative shall cause a copy of the Transient Use License to be displayed in a prominent location within the interior of the Transient Use Site, and shall provide a copy to each Responsible Tenant. Each internet or online advertisement, sign, circular, card, telephone book, or newspaper advertisement that indicates or represents a Transient Use Site is available for transient or Short-Term Rental purposes shall prominently display thereon the Transient Use License number assigned to that site by the City of Seaside.

H. Separate Properties. A separate Short-Term Rental License shall be obtained for each separate Transient Use Site. In all other circumstances, a separate License shall be required for each Transient Use Site. A Transient Use License shall authorize the licensed Owner to transact and carry on Transient Use

of Residential Property only at the location and in the manner and subject to the limits designated in such License.

I. Contents of License. Every person required to have a License under the provisions of this section shall make application to the City and tender payment of the prescribed application and License fee. Thereafter in accord with the provisions of this section the City shall issue to such person a License which shall contain the following information:

1. The name and contact information of the Owner to whom the License is issued, and the name and contact information for the Owner Representative, if any;
2. The Transient Use Site to be Licensed, and whether the License is for a Hosted Short-Term Rental or a Nonhosted Short-Term Rental;
3. The date of expiration of such License;
4. The maximum number of occupants aged 18 or older who are authorized to stay overnight at that Transient Use Site determined by this Section or the City Building Official;
5. The maximum number of motor vehicles allowed for use by overnight guests at that Nonhosted Transient Use Site based upon the available on-site parking as shown on the application site plan; and
6. Such other administrative information as may be necessary for the enforcement of the provisions of this section.

J. Application – First License. Each Short-Term Rental License shall be in the name of the Owner of the real property upon which the Short-Term Rental use is to be Licensed and shall be valid for a term expiring on June 30th each year. When a person first makes an application for a License pursuant to this section, such person shall furnish to the City a sworn affidavit upon a form provided by the City setting forth the following information:

1. The address of the Transient Use Site to which the License shall apply, and all places of residence of the Owner(s) of the Transient Use Site:
 - a. In the event an application is made for issuance of a License to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning the business; or
 - b. In the event an application is made for the issuance of a License to a corporation or a partnership, the application shall set forth the names and places of residence of the principal officers and all partners thereof; or
 - c. In the event an application is made for the issuance of a License by a property management company, the application shall set forth the names and places of residence of the management company thereof, as well as include the property Owner signature approving the application and use of the property; and
2. Each application shall set forth such information as may be therein required by the City and deemed necessary to estimate the annual Transient Occupancy Tax to be charged for that property; and
3. The Owner and applicant shall agree to collect and remit Transient Occupancy Taxes on all gross receipts pertaining to the Transient Use Site; and

4. Each application shall identify the name, address, phone number and email contact information of the Owner and the Owner Representative; and
5. Each application for a License shall include a site plan and floor plan which labels each room and the structures of the property, including the number of and square footage of bedrooms and the number of off-street parking spaces; and
6. The Owner shall affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas, and that fire extinguishers are accessible to protect the health and safety of the guests of the Transient Use Site, and the applicant shall provide access and information to the Fire Inspector as needed to ensure health and safety for occupants of the Transient Use Site; and
7. A building inspection report shall be submitted to the city upon initial application and upon every other renewal period. The building inspection checklist shall be completed by a certified third-party general contractor (certified by the Contractors State License Board) or home inspector (certified by the International Association of Certified Home Inspectors). The inspection report shall use a form approved by the city. The chief building official or his/her designee may conduct a follow-up inspection to ensure the accuracy of information provided to the city and inspect any deficiencies that may need correction. The applicant or Short-Term Rental Owner shall reimburse the city for all building inspection costs; payments shall be nonrefundable for applications found by the city to not be suitable or to qualify for Short-Term Rental; and
8. The Owner or Owner Representative shall agree to post a city-issued placard in a location visible at the front entrance. The placard shall prominently display the Owner Representative's contact information, Short-Term Rental License number, and guest occupancy limits. It shall be the responsibility of the Owner and Owner Representative to immediately notify the city and obtain an updated placard whenever there is change in contact information; and
9. Upon initial Short-Term Rental License application, the City shall notify the owners of real property located within 55 feet of the property boundaries of the Transient Use Site. The notice shall include a statement of the maximum number of guests Licensed to stay in the Short-Term Rental, and state the Short-Term Rental Owner's or Owner Representative's contact information; and
10. The Owner and Owner Representative shall submit a signed City-provided acknowledgment and indemnification form agreeing to the terms and conditions of the Short-Term Rental License; and
11. Such further information which the City may require to enable proper administration of the License.

The applicant shall remit all required annual fees in accordance with the master fee schedule set by City Council resolution. The applicant shall agree to renew and/or amend the License in accordance with the requirements of this section, and if there is a change in any material fact stated in the application. Applications are valid until the License is issued, but not to exceed 45 calendar days, unless extended by approval of the program administrator.

K. Renewal of License.

1. It shall be the responsibility of Short-Term Rental Owner or Owner Representative to renew each Short-Term Rental License on or before June 30th of each year. To renew a Short-Term Rental License, the Owner or Owner Representative shall submit the following:
 - a. Short-Term Rental License renewal form provided by the City.
 - b. List of hyperlinks for each online listing for the Short-Term Rental.

- c. Signed affidavit affirming smoke and carbon monoxide alarms are installed and that fire extinguisher(s) are in accessible locations.
 - d. A building inspection report using the form provided by the city, and obtained through a certified third-party general contractor or building inspector. A building inspection report shall be required upon every other Short-Term Rental License renewal application.
 - e. Owner acknowledgment and indemnification form
 - f. Payment of all applicable fees.
2. Notwithstanding the above, Short Term Rental Licenses which are issued less than 60 days from the expiration date of said License shall be automatically renewed for the following year without need to submit any application. Any fees due for the following year shall be due at the time the initial Short Term Rental License is issued.
3. In addition to other reasons, any of the following factors is grounds for nonrenewal of a Short-Term Rental License:
- a. Incomplete application.
 - b. Failure to demonstrate the Short-Term Rental License number is displayed in all the online listings or failure to provide hyperlinks of each online listing to the city.
 - c. Failure to remit payment to the city at the time the Short-Term Rental License renewal application is submitted.
 - d. The Short-Term Rental does not pass the building inspection, or the building inspection report identifies an unsafe condition.
 - e. Nonhosted Short-Term Rental License holder fails to provide evidence of at least one documented Short-Term Rental stay during the preceding 90 days, or 3 documented stays during the preceding 180 days, or 6 documented stays in the year prior to the Short-Term Rental renewal application.
 - f. Evidence of two or more verified violations of the City Code during the preceding 12 months.
 - g. Failure to demonstrate all Transient Occupancy Tax payments are current as of the date of approval of the renewal application.

L. Change to License information.

- 1. A request to amend any information provided on the License issued pursuant to this section shall be made within 14 days of any change of Owner, a change of the Owner Representative, a change in any material fact upon which the License was issued, or if any other person acquires an Ownership interest in the Transient Use Site.
- 2. The Owner or Owner Representative shall immediately (no later than 14 days) inform the city of any change in the contact information or a change in any material fact upon which the STR license was issued.

M. Evidence of Transient Use of Residential Property. When any Owner, Owner Representative, or other person makes use of internet services, signs, circulars, cards, telephone books, or newspapers and/or advertises, holds out, or represents that he or she allows Transient Use of Residential Property in the City, and such person fails to provide a sworn affidavit to the City that he or she does not allow Transient Use of Residential Property in the City after being requested to do so by the City, then such information shall be considered prima facie evidence that he or she is conducting a business in the City by allowing Transient Use of Residential Property. Until proper evidence to the contrary is presented to the City, the City shall be entitled to presume that the property is being used as a Short-Term Rental and is

required to obtain a License as required by this Section, and/or that the Transient Use of Residential Property has occurred at the subject property.

N. Statement and records. No statement shall be conclusive as to the matters set forth therein, nor shall the filing of such statement keep the City from collecting by appropriate action taxes and/or fees that are due and payable hereunder. In the event that the City deems it necessary, the City may require that an already Licensed Owner, or applicant for a License, submit verification of financial information necessary to calculate the Transient Occupancy Tax due, or, at the option of the already Licensed Owner or applicant, authorize the City to examine records or business transactions to compute the Transient Occupancy Tax that is owed.

O. Failure to file statement or corrected statement. If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the City the Licensed Owner or applicant fails to file a corrected statement, or if any person subject to the tax imposed by this section fails to apply for a License, the City may determine the amount of tax due from such person by means of such information as City may be able to obtain and shall give written notice thereof to such person. Delinquent payment shall be subject to penalties calculated in the same manner as set forth in Chapter 3.24.

P. Transient Occupancy Tax. The Owner or Owner Representative shall comply with all the requirements of Chapter 3.24 (Transient Occupancy Tax). For the purposes of Section 3.24.010, a Short-Term Rental shall qualify as a hotel. The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24. Transient Occupancy Tax collected for Short-Term Rentals shall be set aside in a separate fund account.

Q. Appeal of tax. Any person aggrieved by any decision of the City with respect to the amount of the Transient Occupancy Tax or fees associated therewith may appeal to the Administrative Enforcement Hearing Office Panel by filing a notice of appeal with the City Clerk within 15 calendar days after receipt of written notice from the City. The Hearing Officer assigned by the Panel shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of hearing by serving it personally or by depositing in the United States Post Office at Seaside, California, postage prepaid, addressed to such person at his or her last known address. The Hearing Officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this Section.

R. Additional power of City. In addition to all other power conferred upon the City Manager, he or she shall have the power, for good cause shown:

1. To extend the time for filing any required sworn affidavit or application for a period not exceeding 30 days, and in such case to waive any penalty that would otherwise have accrued; and
2. Whenever any fee, tax or penalty pursuant to this section is due and payable but has not been satisfied in full within 90 days and/or has not been successfully deposited by a timely writ of mandate, such amounts shall constitute a lien against the real property, and be subject to the processes set forth in the SMC.

S. License nontransferable. Each Transient Use License shall be nontransferable to any other person, except that transfer of ownership shall be allowed between spouses. Each Transient Use License shall be nontransferable to any other location. No STR license shall be assignable, and shall not be transferred upon sale or other transfer of the property.

T. License denial or revocation. Any application for a License may be denied, and any License issued pursuant to this section may be revoked. Substantial evidence shall be presented as to why the

application should be denied or the License should be revoked for any reasons, including but not limited to:

1. A false material statement or misrepresentation has been made in, or in support of, the application;
2. A change occurs in any material fact upon which the License was issued that has not been reported to the City as a change to the required License content within 14 days;
3. The Transient Use Site, or any other location owned by the Owner or applicant, has been the site of a violation of any provision of law, or otherwise fails to meet sanitation or health standards of the neighborhood, within the 12 months immediately preceding;
4. The Owner, Owner Representative, or applicant has been convicted of any crime involving moral turpitude;
5. The Owner, Owner Representative, or applicant has failed to timely respond to two or more complaints within the 12 months immediately preceding; or
6. The Owner, applicant, guest, or any occupant of a Transient Use Site regularly engages in disorderly conduct, violates provisions of this code or any state law pertaining to noise, disorderly conduct, or uses illegal drugs.
7. The Short-Term Rental has outstanding administrative penalties or the Short-Term Rental Owner or Owner Representative owes past-due Transient Occupancy Taxes (TOT) for prior Short-Term Rental use; or
8. The property under present ownership has previously been used as Short-Term Rental without a Short-Term Rental License, unless all taxes and penalties have been either paid in full or will be paid subject to a payment agreement signed both by the City and the applicant.

U. Appeal of revocation or suspension. Any person who has been denied a License or to whom notice of revocation or suspension of a License has been mailed may appeal to the Administrative Enforcement Hearing Panel under Chapter 2.58, pursuant to a request for hearing under Chapter 2.58. Notice of the proceeding shall conform to Section 2.58.080, and the hearing shall conform to the process set in Section 2.58.090. The Hearing Officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this section. Any applicant or License holder whose License shall have been denied or revoked shall be ineligible for a two-year period from applying for a new License. No person whose License has been revoked shall continue to engage in, or carry on, the activity for which the License was granted unless and until such License has been reinstated or reissued. The decision of the Hearing Officer shall be final. Notice of the decision, and the opportunity for judicial review, shall conform to Section 2.58.180.

V. Penalties. Penalties as set forth in Chapter 2.58 and Section 17.80.050 may be imposed for failure to comply with the provisions of this section, with respect to:

1. Any Owner, Owner Representative, or person who transacts or carries on any activity relating to or supporting the Transient Use of Residential Property in the City without first having procured and complied with a Transient Use License from the City to do so, and paying all applicable License fees, shall be subject to administrative penalties as set forth in Chapter 2.58 and Section 17.80.050, including administrative penalties imposed by a Hearing Officer for violation of any provisions of this code in an amount not to exceed a maximum of \$2,500 per day for each continuing violation, exclusive of administrative costs, interest and restitution for compliance reinspections, for any related

series of violations, and/or forfeiture of all rents received during the period transient use was allowed without a Transient Use License , whichever amount is greater;

2. Any Owner, Owner Representative, or person who carries on any activity that advertises to the surrounding neighborhood that the site has been Licensed to allow, or is used for, transient occupancy, and who has failed to timely remedy this violation in response to two or more complaints, shall be subject to administrative penalties;
3. Any Owner, Owner Representative, Responsible Tenant or person who allows a Transient Use Site to be used or maintained in a manner detrimental to the peace, public health, safety or general welfare of persons or property of the neighborhood or the public, and fails to timely remedy this violation in response to two or more complaints;
4. Any Owner, Owner Representative, Responsible Tenant or person who allows impermissible or inappropriate behavior at the Transient Use Site or action that exceeds the limits on transient use following two or more complaints;
5. Limits upon administrative penalties in Chapter 2.58 and Section 17.80.050 shall not apply to any violation of this section.

W. Liens. Whenever the amount of any penalty forfeiture and/or administrative cost imposed by a Hearing Officer pursuant to this section or to Section 2.58.170 has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien against the real property on which the violation occurred, and be subject to the processes set forth in Chapter 2.58.

X. Administrative policy. The City Manager or his/her designee shall have the authority to develop administrative policies and procedures to implement the intent of this chapter.



CITY OF SEASIDE

SHORT-TERM RENTAL ADMINISTRATIVE PROCEDURES

DRAFT

City Of Seaside
Short-Term Rental Program
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6726
www.ci.seaside.ca.us/str

October 2022

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SECTION 1. INTRODUCTION

On **Date TBD**, the Seaside City Council approved significant changes to the Short-Term Rental (STR) regulations codified as sections 17.52.251 in the Seaside Municipal Code (SMC). The new ordinance, which took effect **on Date TBD**, established a new 90 license cap, licensing requirements and limitations, and a streamlined renewal process. This document sets forth the City's administrative procedures for implementation of the revised STR ordinance.

Pursuant to SMC 17.52.251, the Planning Manager or his or her delegate has the authority to amend the STR Administrative Procedures as necessary to implement the intent of the STR Regulations. The City Council of the City of Seaside may, from time to time, also request amendments to the STR Administrative Policies and Procedures.

DRAFT

SECTION 2. GLOSSARY

This glossary provides definitions for many of the terms used in these STR Administrative Policies and Procedures.

CEDD	Community and Economic Development Department
City	City of Seaside
City Council or Council	City Council of the City of Seaside
City staff	City Manager or his/her designee
STR	Short-Term Rental
SMC	Seaside Municipal Code
TOT	Transient Occupancy Tax

DRAFT

SECTION 3. KEY DATES AND DEADLINES

Upon Adoption of the new STR Ordinance (2022)	
Upon adoption of the ordinance	• Revised ordinance takes effect immediately • New STR License applications for eligible STR units accepted and processed if licenses are available under the cap limit. Otherwise, new applications will be placed on waiting list.
December 2022	All existing STR licenses will be renewed during a special one-time renewal process. The purpose of this process is to update City records, collect past-due fees, issue updated licenses to expire on June 30, 2023.
2023	
May 1, 2023	Application window opens for STR license renewals.
June 30, 2023	Deadline for STR license renewal applications.
July 1, 2023	New STR license year begins. Waitlist applications will be processed should there be any available licenses available.

SECTION 4. SHORT-TERM RENTALS IN SEASIDE

On **date TBD**, the City Council of the City of Seaside approved significant changes Seaside Municipal Code Sections 17.52.251 which regulates short-term rentals throughout the City. This document sets forth the City's administrative procedures for implementation of the STR Regulations ("STR Administrative Procedures"). Following the effective date of the STR Regulations, the City shall follow the process outlined below to implement the STR regulations.

1) Procedure for STR License renewals in December 2022

Starting in December 2022, the City will send out STR License renewal notices to all STR owners. The notice shall include the exact due amount for each STR license renewal and shall list all license renewal requirements. The purpose of this special one-time renewal process is to update City records, collect past-due fees, issue updated licenses to expire on June 30, 2023. Depending on the last renewal date of a license and payment, renewal fees will be adjusted accordingly.

To renew an STR license through June 30, 2023, applications must be received no later than November 30, 2022. The STR license application packet must include the following items:

- a) STR License Renewal Form (form to be provided by the City).
- b) List of hyperlinks for each online listing for the STR unit

- c) Signed affidavit affirming that smoke and carbon monoxide alarms are installed and that fire extinguisher are in an accessible location.
- d) A Building Inspection Report obtained through a certified third-party general contractor or building inspector. STR licensees will have the option to submit a Building Inspection Report in either December 2022 or May/June 2023. A Building Inspection Report shall not be required if one was submitted in the preceding 24 months from the date of the license renewal application.
- e) Owner Acknowledgement and Indemnification Form
- f) Payment of due fees in accordance with the adopted fee schedule:

STR license renewal application packets shall be submitted to the City, in person or by mail to the following address:

**City of Seaside
Short-Term Rental Program
440 Harcourt Ave
Seaside, CA 93955**

The office hours of the Short-Term Rental Program are 8am – 12pm and 1pm – 5pm, Monday through Friday.

Upon successfully meeting all STR license renewal application requirements, a STR license will be renewed through June 30, 2023. The City shall notify the owner (except if the owner requested mail delivery) by email and phone when the license is ready for pick up at the Community and Economic Development Department. If an owner request mail delivery of a STR license, the City shall cause a courtesy notice to the owner when their license has been mailed out. The City will provide placards to STR owners concurrent with mailing of the STR license or when an owner picks up the license. Upon receipt of the renewed STR license, owners must replace their old license with the renewed license and prominently display the new license in plain view within the unit, and the placard at the front entrance of the STR unit.

2) Procedure for STR License renewals in years 2023 and beyond

Starting in May 2023, the City will send out STR License renewal notices to then-active STR licensees. The renewal notice shall include the exact due amount for each STR license renewal and shall list all license renewal requirements.

In years 2023 and beyond, renewal applications must be received no later than June 30th. Failure to renew a STR license on or before June 30th will result in expiration and forfeiture of the STR license. STR renewal applications shall comply with all requirements as outlined below:

- g) STR License Renewal Form (form to be provided by the City).
- h) List of hyperlinks for each online listing for the STR unit via email to be specified on the license renewal forms.

- i) Signed affidavit affirming that smoke and carbon monoxide alarms are installed and that fire extinguisher are in an accessible location.
- j) A Building Inspection Report (if required) obtained through a certified third-party general contractor or building inspector
- k) Owner Acknowledgement and Indemnification Form
- l) Payment of fees as set forth in the adopted Master Fee Schedule.

STR license renewal application packets shall be submitted to the City, in person or by mail to the following address:

**City of Seaside
Short-Term Rental Program
440 Harcourt Ave
Seaside, CA 93955**

The office hours of the Short-Term Rental Program are 8am – 12pm and 1pm –5pm, Monday through Friday.

Upon successfully meeting all STR license renewal application requirements, a STR license will be renewed. The City shall notify the owner (except if the owner requested mail delivery) by email and phone when the license is ready for pick up at the Community and Economic Development Department. If an owner request mail delivery of a STR license, the City shall cause a courtesy notice to the owner when their license has been mailed out. The City will provide laminated placards to STR owners concurrent with mailing of the STR license or when an owner picks up the license. Upon receipt of the renewed STR license, owners must replace their old license with the renewed license and prominently display the new license in plain view within the unit, and the placard at the front entrance of the STR unit.

3) Procedure for processing STR License applications

If a STR license is available and there is no application on the waitlist, a new STR license application may be taken and processed within 45 calendar days and without placing it on the waitlist. The application must satisfy all licensing requirements. All new STR license applications with the following criteria and as defined in SMC 17.52.251.

1. STR License Application Form (form to be provided by the City) to include the following information:
 - a) STR Address and unit number
 - b) Total number of bedrooms and dedicated off-street parking spaces
 - c) Owner information including full name, phone, email and mailing address
 - d) Owner representative information including name, phone, email and mailing address.
 - e) Local Contact information including full name, phone, email and mailing address. Local contact's information will be posted on the City website and on the placard to be placed on the STR property.

An owner or owner representative may elect to be the local contact if they live nearby and can respond to any issues at the STR unit within 60 minutes.

2. Signed affidavit affirming that smoke and carbon monoxide alarms are installed and that fire extinguisher are in an accessible location.
3. A Floor Plan and Site Plan which shows the use of each room, in each building, street, and off-street parking. The City or the Chief Building Official has the sole discretion to determine the final occupancy limit and number of vehicles to be permitted on the STR site.
4. A Building Inspection Report obtained through a certified third-party general contractor or building inspector. The inspector must use the City STR Inspection Checklist. The City shall not recommend an inspector for the applicant.
5. Owner Acknowledgement and Indemnification form
6. Payment of all applicable fees as per the City's Master Fee Schedule.

STR license application packets shall be submitted to the City, in person or by mail, in the manner as described in Procedures 1 and 2.

4) Procedure for processing new STR License applications when STR licenses are not available

If the number of STR licenses exceed the 90 cap limit, new STR license applications may be accepted and placed on the waiting list. In order to be considered for the STR license waitlist, the property for which the request is made shall meet all STR licensing requirements including the 55-foot zone of exclusion criteria. Further, the application packet for the STR waitlist must include the following items:

1. STR License Application Form (form to be provided by the City) to include the following information:
 - a) STR Address and unit number
 - b) Total number of bedrooms and dedicated off-street parking spaces
 - c) Owner information including full name, phone, email and mailing address
 - d) Owner representative information including name, phone, email and mailing address.
 - e) Local Contact information including full name, phone, email and mailing address. Local contact's information will be posted on the City website and on the placard to be placed on the STR property. An owner or owner representative may elect to be the local contact if they live

nearby and can respond to any issues at the STR unit within 60 minutes.

2. A Floor Plan and Site Plan which shows the use of each room, in each building, street, and off-street parking. The City or the Chief Building Official has the sole discretion to determine the final occupancy limit and number of vehicles to be permitted on the STR site.
3. Payment of the STR License application fee as per the City's Master Fee Schedule:

Application and neighborhood noticing fees shall be non-refundable. However, owners shall not be required to pay the application fees again upon processing of their application when a license becomes available.

5) Procedure for processing waitlisted STR License applications

All waitlisted applications shall be processed in order of receipt as licenses become available under the 90 cap limit. Prior to processing a waitlisted STR license application, the City shall notify the owner at the top of the waitlist and inquire if the owner wishes to pursue STR licensing. In the event, an owner wishes to obtain a STR license, the City shall require all of the following items as part of the waitlisted STR license application review process:

1. Updated application form if the owner or owner representative's contact information have changed.
2. Signed affidavit affirming that smoke and carbon monoxide alarms are installed and that fire extinguisher are in an accessible location.
3. A Building Inspection Report obtained through a certified third-party general contractor or building inspector. The inspector must use the City STR Inspection Checklist. The City shall not recommend an inspector for the applicant.
4. Owner Acknowledgment and Indemnification Form
5. Payment of the STR License fee per the City's Master Fee Schedule.

STR license application packets shall be submitted to the City, in person or by mail to the following address:

**City of Seaside
Short-Term Rental Program
440 Harcourt Ave
Seaside, CA 93955**

The office hours of the Short-Term Rental Program are 8am – 12pm and 1pm –5pm, Monday through Friday.

Upon successfully meeting all STR license application requirements, a STR license will be issued. The City shall notify the owner (except if the owner requested mail delivery) by email and phone when the license is ready for pick up at the Community and Economic Development Department. If an owner request mail delivery of a STR license,

the City shall cause a courtesy notice to the owner when their license has been mailed out. The City must also provide placards to STR owners concurrent with mailing of the STR license or when an owner picks up the license.

Within 15 days of receipt of the STR license by owner, the owner must provide the following information to the City:

1. A photo confirmation of the STR license being prominently display in plain view within the STR unit.
2. A photo confirmation of the placard being in a prominent location on the STR property.
3. List of online advertisement links sent to the City via email.

6) Procedure for denial of a STR license application

Pursuant to SMC 17.52.251, an STR license application may be denied by the City Manager or his/her designee. Any STR application that has been denied shall be ineligible to reapply within two years from the date the original application was denied. A STR license application that has been denied shall not be appealable. Upon denial of a STR license application, the City shall notify the owner by mail and email and provide reasoning for denial of the STR application.

7) Procedure for suspension or revocation of a STR license

Pursuant to SMC 17.52.251, a STR license may be suspended or revoked. Any applicant or license holder whose license shall have been denied or revoked shall be ineligible for a two-year period from applying for a new license. No person whose license has been revoked shall continue to engage in or carry on the activity for which the license was granted, unless and until such license has been reinstated or reissued.

8) Procedure for appealing the suspension or revocation of a STR license

Any person whose STR License has been suspended or revoked may appeal to the administrative enforcement hearing panel pursuant to SMC Chapter 2.58 and Sections 17.52.251.

9) Procedure for handling citizen complaints

Citizen complaints shall at least identify the location, description, and date of the alleged violation. Complaints may be filed anonymously; however, it shall be highly advisable for one to provide their contact information so that the code enforcement staff may follow up with the complainant regarding their complaint.

A complaint shall be invalid if 1) it has not been verified by the City of Seaside staff or the Police Department, 2) there is no evidence provided by the complainant, and 3) City staff are unable to find evidence in support of an alleged violation. The City shall not be obligated to investigate any complaint or concern submitted without evidence.

All emergency concerns (such as fire, medical emergency, suspicious activity, etc) shall be reported to 9-1-1. Other concerns including the following may be reported to the STR site manager, or the City's Code Enforcement office or the Police Department:

1. Large group gatherings exceeding allowable occupancy limit;
2. Excessive noise and amplified music between 10 pm and 7 am;
3. Failure to dispose of solid waste;
4. Failure to properly store waste and refuse bins;
5. Failure to assign or use designated on-site parking;
6. Illegal parking;
7. Illegal short-term rental; and
8. Disorderly conduct or other violation of this chapter.

If a citizen complaint/concern is received during business hours by the City, the Code Enforcement officer or his/her designee shall keep a record of the complaint and investigate it (including conducting a site visit if necessary) in a reasonable timeframe. Non-emergency complaints (including amplified music, noise, party, illegal parking, etc) outside business hours and on weekends shall be reported directly to the STR local contact or to the Police Department. All complaints received outside business hours and on weekends will be logged into the database and further investigated by code compliance staff the following business day. Complaints received by STR site managers shall immediately report complaints and concerns to the City.

10) Procedure for handling unlicensed STRs

When it is discovered that an unlicensed property is rented to short term tenants, the City will notify the property owner that the unlicensed short term rental of residential property is a violation of SMC. Owners are required to respond in writing. If the owner admits to the short term rental of the property, the owner is required to submit an accounting of any payment of rent received from this activity. Once the City receives the accounting, then taxes, interest and penalties and potential fines are calculated. A Notice of Amount Due is issued to the owner with a deadline for payment. The City will use every available option to collect unpaid transient occupancy taxes and may issue compliance orders and facilitate an administrative hearing to collect penalties and impose liens. Unlicensed property may obtain a STR license or be placed on the waiting list if all taxes and penalties are paid in full or if a payment agreement has been signed both by the City and the property owner.

11) Procedure for collection of Transient Occupancy Tax (TOT)

All STR owners must comply with the requirements, procedures, and schedule set forth in SMC Chapter 3.24 regarding TOT remittance to the City. TOT payments must be accompanied by a TOT Remittance Form. TOT Return forms are available on the City website as well as at the Community and Economic Development Department. Failure to remit TOT consistent with these requirements may result in expiration and forfeiture of the STR license pursuant to SMC Sections 17.52.251.

12) Procedure for advertising STRs

It shall be the responsibility of the owner and owner representative to include the City-issued STR license number in all advertisements (online or otherwise) in a prominent location. The owner or owner representative shall provide hyperlinks to the City via email within 15 days after a listing has been created. Availability of short-term rentals shall not be advertised on site.

13) Host Best Practices

The owner, owner representative, or their local contact person shall be on-call 24 hours a day, seven days a week to manage the property and shall respond to the Short Term Rental site within 60 minutes of an emergency or complaint during any time the property is occupied by short term renters.

Owners and property managers must maintain a guest log book that includes the names, phone number, home addresses of guests, guest's license plate numbers if traveling by car, and dates of stay.

Owner and owner representative must provide renters the following information:

- The name and contact information of the local contact
- Restrictions on the occupancy limits
- Restrictions on noise, music and amplified sound
- Parking restrictions
- Trash collection schedule
- Information on relevant burn bans
- Information on relevant water restrictions



City of Seaside

Community and Economic Development Department
440 Harcourt Ave, Seaside, CA 93955

Tel: (831) 899-6726 | Fax: (831) 899-6211 | www.ci.seaside.ca.us/str

NEIGHBORHOOD NOTICE

RE: [property address]

Pursuant to SMC 17.52.252 - Short-term Rental License, the Community and Economic Development Department has approved a [license type] Short-term Rental (STR) license# [number] for the above property. The STR license permits the owner to rent the subject property on a short-term basis (i.e., periods of less than 30 consecutive days) to a maximum of [number] adult guests. This notice is provided as a courtesy, so you are aware of the activity happening in your neighborhood.

The local emergency contact for this property [name of local contact] who can be reached at [local contact phone] at any time should you have any concerns about STR activity at this property. Alternatively, you can use the following contact information to report any concerns or file a complaint regarding excessive noise or a loud party, illegal parking, improper and excessive trash disposal, guest over-occupancy, or any other disruptive behavior.

9-1-1	For emergency calls
(831) 394-6811	Police Department- (for non-emergency public safety calls during or after business hours)
(831) 899-6726 (831) 899-6732	City Hall - (for non-emergency business calls during business hours)
codecompliance@ci.seaside.ca.us	For non-emergency matters

Short Term Rental (STR) License Requirements

STR license holders shall comply with all terms, conditions and requirements of the license as set forth in the application, and SMC Sections 17.52.251 and 17.52.252 including but not limited to the following:

1. The STR unit shall be maintained in a manner that is consistent with the character of the neighborhood.
2. The STR license must be renewed annually by June 30th. Failure to renew a license prior to June 30th of each year shall result in the expiration of the license.
3. The STR license is non transferable to any other person or location.
4. The owner shall appoint a local emergency contact who shall be on-call full time to manage the STR unit and will be responsible for promptly (not to exceed 60 minutes) responding to and addressing a nuisance complaint arising out of the STR unit by tenants, their visitors and/or guests.
5. The owner or owner representative shall each use their best efforts, and respond in a reasonable and timely manner, to ensure every occupant of the rental site does not create or contribute to unreasonable use of the property, cause unreasonable noise or disturbances, engage in disorderly or unlawful conduct, or overcrowd the site.
6. Amplified sounds audible beyond the property boundaries are prohibited. Other noises that create a nuisance shall be enforced in accordance with City noise regulations.
7. Auctions, commercial functions, large group gatherings, and other similar activities are prohibited.
8. Display of signs that indicate the property is used or available for transient or short-term rental purposes is prohibited.
9. The owner or owner representative shall include the license number in all advertising (online or otherwise).
10. The owner or owner representative shall post the STR license inside the STR unit and post the City-issued placard in a location that is visible at the front entrance of the STR unit at all times.

ADDRESS

ADDRESS

STR LICENSE #

####

OCCUPANCY

Adults

SITE MANAGER

NAME

(XXX) XXX-XXXX

OTHER CONTACT INFORMATION

9-1-1	For emergency calls
(831) 394-6811	Police Department – (for non-emergency public safety calls during or after business hours)
(831) 899-6726 (831) 899-6732	City Hall - (for non-emergency business calls during business hours)

SMC 17.52.251 and 17.52.252



City of Seaside

[TYPE] Short-Term Rental (STR) License

SMC Section 17.52.252

License Number

Expiration Date

STR Address:

# of Bedrooms	
# of Guests Allowed	
# of Vehicles Allowed	

Emergency Contact	
Phone	
Email	

Property Owner

Name	
Phone	
Email	
Mailing Address	

Owner Representative

Name	
Phone	
Email	
Mailing Address	

The above listed property is licensed as a Short-term Rental unit subject to all requirements and limitations set forth in Seaside Municipal Code Sections 17.52.251 and 17.52.252. For questions and/or more information please contact City Hall at (831) 899-6726 or visit www.ci.seaside.ca.us/str.

Seaside City Clerk

Dominique Davis

This license must be prominently displayed inside the Short Term Rental unit at all times.

Revised: September 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: David Little, Building Official

DATE: November 3, 2022

SUBJECT: ADOPTION OF AN ORDINANCE AMENDING CHAPTER 15 OF THE SEASIDE MUNICIPAL CODE ADOPTING THE 2022 EDITIONS OF THE CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, ENERGY, GREEN BUILDING STANDARDS, FIRE CODES, AND RELATED MODEL CODES WITH AMENDMENTS (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION

Adoption of an ordinance amending Chapter 15 of the Seaside Municipal Code relating to buildings and construction, repealing and adopting by reference the 2022 California Building Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, the California Electrical Code, the California Green Building Standards Code, the California Energy Code, the California Fire Code, and amendments thereto.

BACKGROUND

Every 3 years the State of California updates and amends the California Code of Regulations (CCR-Title 24) commonly known as building and related codes. The State of California Building Standards Commission adopts and publishes amendments to national model codes and updates codes specific to the State of California. Cities and counties that do not adopt updated state codes locally by reference are required to follow State Codes only as written. The updated code version codified in the Seaside Municipal Code (SMC) prior to January 1, 2023, will enable the City of Seaside to enforce building and related codes through local methods and processes contained in the SMC.

FISCAL IMPACT

There is no financial impact associated with the adoption of the Ordinance. This Ordinance does not modify any of the City's building or development fees.

ATTACHMENTS

1. 2022 Building Code Adoption Ordinance
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE ~~2019~~ 2022 EDITIONS OF THE CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, ENERGY, GREEN BUILDING STANDARDS AND FIRE CODES, AND RELATED MODEL CODES, WITH APPENDICES AND AMENDMENTS THERETO AND AMENDING TITLE 15 OF THE SEASIDE MUNICIPAL CODE

WHEREAS, Pursuant to Sections 17922, 17958, 17958.5 and 17958.7 of the California Health and Safety Code, the City may adopt the provisions of the California Building, Residential, Plumbing, Mechanical, Electrical, Energy Green Building Standards, Fire Codes, and the International Property Maintenance Code, with certain amendments to the provisions of the California codes which are reasonably necessary to protect the health, welfare and safety of the citizens of Seaside because of local climatic, geological and topographical conditions; and

WHEREAS, the City Council hereby makes factual findings set forth in respective sections of Chapter 15.04 of the Seaside Municipal Code relating to the amendments made to the California codes; and

WHEREAS, the factual findings made are valid and relate to the amendments made to the California codes in this adoption.

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

SECTION 1. Chapter 15.04 "Building and International Codes Adopted" of Title 15 "Buildings and Construction" of the Seaside Municipal Code, adopting by reference the "latest editions" of the California Building Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, the California Electrical Code, the California Green Building Standards Code, the California Energy Code, the International Property Maintenance Code and the California Fire Code and amendments thereto, is hereby repealed; provided, however, that such repeal shall not affect or excuse any violation of any of said codes occurring prior to the effective date of this ordinance.

SECTION 2. A new Chapter 15.04 is hereby added to Title 15 of the Seaside Municipal Code to read as follows:

"Chapter 15.04 BUILDING AND INTERNATIONAL CODES ADOPTED

15.04.010 Adoption of California Building Code and Related Model Codes.

15.04.020 Adoption of the ~~2019~~ 2022 California Building Code.

15.04.030 Portions of the ~~2019~~ 2022 California Building Code Not Approved, Adopted or Incorporated by Reference.

15.04.031 Section 105.3.2 of Chapter 1 of the ~~2019~~ 2022 California Building Code- Amended.

- 15.04.032 Section 105.5 of Chapter 1 of the ~~2019~~ **2022** California Building Code- Amended.
- 15.04.033 Section 1705.3 of Chapter 17 of the ~~2019~~ **2022** California Building Code- Amended.
- 15.04.034 Section 1905.1.8. of Chapter 19 of the ~~2019~~ **2022** California Building Code- Amended.
- 15.04.035 Adoption of the ~~2019~~ **2022** California Residential Code.
- 15.04.036 Portions of the ~~2019~~ **2022** California Residential Code Not Approved, Adopted or Incorporated by Reference.
- 15.04.037 Section R105.5 Expiration of Permit- Amended
- 15.04.038 Table R302.6 of Chapter 3 of the ~~2019~~ **2022** California Residential Code- Amended.
- 15.04.039 Section R313.1 "exception" of Chapter 3 of the ~~2019~~ **2022** California Residential Code- Deleted
- 15.04.040 Section R313.2 "exception" of Chapter 3 of the ~~2019~~ **2022** California Residential Code- Deleted
- 15.04.041 Section 403.1.3 Seismic Reinforcing of the ~~2019~~ **2022** California Residential Code- Amended.
- 15.04.042 Section R602.10.4.3 Limits on Methods GP and PCP- Amended
- 15.04.043 Section R902.1.1 Roof Coverings Within Very-High Fire Hazard Severity Zones- Amended
- 15.04.045 Adoption of the ~~2019~~ **2022** California Plumbing Code.
- 15.04.050 Reserved.
- 15.04.060 Portions of the ~~2019~~ **2022** California Plumbing Code Not Approved, Adopted or Incorporated by Reference.
- 15.04.070 Adoption of the ~~2019~~ **2022** California Mechanical Code.
- 15.04.080 Reserved.
- 15.04.090 Adoption of the ~~2019~~ **2022** California Electrical Code.
- 15.04.100 Adoption of the ~~2019~~ **2022** California Green Building Standards Code.
- 15.04.105 Reserved.
- 15.04.110 Portions of the California Green Building Standards Not Approved, Adopted or Incorporated by Reference.
- 15.04.120 Adoption of the ~~2019~~ **2022** California Energy Code.
- 15.04.130 Adoption of the 2018 International Property Maintenance Code
- 15.04.140 Portions of the 2018 International Property Maintenance Code Not Approved, Adopted or Incorporated by Reference.
- 15.04.150 Reserved.

15.04.160 Reserved.

15.04.170 Adoption of the ~~2019~~ **2022** California Fire Code including all Appendices.

15.04.180 Bureau of Fire Prevention Established.

15.04.190 Reserved

15.04.200 Section 307.3 of Chapter 3 of the California Fire Code – Amended.

15.04.210 Section 307.4.3 of Chapter 3 of the California Fire Code – Added.

15.04.220 Sections 903.2 and 903.3.1.3 and 903.6 of Chapter 9 of the California Fire Code – Amended.

15.04.230 Appendices of the California Fire Code – Adopted and Amended

15.04.010 Adoption of California Building Codes and Related Model Codes.

There is hereby adopted by reference by the City Council, for the purpose of prescribing regulations for the erection, construction, enlargement, alteration, repair, improvement, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures, the following codes: the California Building Code, ~~2019~~ **2022** edition, based on the ~~2018~~ **2021** International Building Code, as published by the International Code Council; the California Residential Code, ~~2019~~ **2022** edition, based on the ~~2018~~ **2021** International Residential Code, as published by the International Code Council; the California Plumbing Code, ~~2019~~ **2022** Edition, based on the ~~2018~~ **2021** Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, including the Appendices; the California Mechanical Code, ~~2019~~ **2022** Edition, based on the ~~2018~~ **2021** Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials; the California Electrical Code, ~~2019~~ **2022** Edition, based on the ~~2017~~ **2020** National Electrical Code as published by the National Fire Protection Association; the California Green Building Standards Code, ~~2019~~ **2022** edition as published by the California Building Standards Commission; the International Property Maintenance Code, 2018 edition, as published by the International Code Council; and the California Fire Code, ~~2019~~ **2022** edition, based on the ~~2018~~ **2021** International Fire Code, as published by the International Code Council including the Appendices, together with omissions, amendments, exceptions and additions thereto as set forth in this Chapter.

The provisions of the foregoing codes, as amended by this Chapter shall constitute the Building Regulations of the City of Seaside. Where the California Code of Regulations and/or California Building Standards Code differ from any provisions of the Building Regulations of the City, said stricter State regulations shall govern.

15.04.020 Adoption of the California Building Code.

A. Except as otherwise provided for in this Chapter, the California Building Code, ~~2019~~ **2022** edition, Volumes I, II, including Appendices thereto, together with those omissions, amendments, exceptions and additions thereto as set forth in Title 24 Part 2 of the California Code of Regulations are approved and adopted by reference, and made a part hereof as if fully set forth herein.

B. One copy of the California Building Code has been filed for use and examination by the public in the Office of the Building Official of the City of Seaside.

15.04.030 Portions of the California Building Code Not Approved, Adopted or Incorporated by Reference.

The following portions of the California Building Code, ~~2019~~ **2022** edition, and/or appendices thereto, are not approved or adopted or incorporated in this Chapter by reference, and shall not be deemed to be a part of this Chapter or a part of the building code of the City of Seaside: All of the appendices with the exception of the following Appendices or portions thereof:

- A. Appendix H, Signs.
- B. Appendix I, Patio Covers.
- C. Appendix J, Grading.

15.04.031 Section 105.2 of Chapter 1 of the California Building Code - Amended

Section 105.2 is hereby amended to read as follows:

105.2 Work exempt from a permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. One-story detached accessory structures and portable structures used as tool and storage sheds, playhouses and other similar uses, accessory to single-family dwellings if less than one hundred twenty square feet in gross floor area. Exempt structures shall comply with the front, side, and rear setback requirements, lot coverage, maximum height and minimum clearances from the main residence and other structures. Unpermitted accessory structures shall not be equipped with electrical, plumbing or mechanical features that would otherwise require a permit. Land/sea cargo containers do not qualify as residential accessory structures.
2. Residential retaining walls not exceeding four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Residential decks, platforms, on-site paths, and driveways that do not exceed (18") eighteen inches above natural grade, are not part of an accessible route, do not serve as a required landing at a door, do not exceed the allowable lot coverage for impermeable surfaces, and comply with front, side and rear setback requirements where applicable.

4. Residential painting, papering, tiling, carpeting, cabinets and countertops, other than kitchen countertops having electrical receptacle spacing requirements.

15.04.032 Section 105.3.2 of Chapter 1 of the California Building Code- Amended

Section 105.3.2 is hereby amended to read as follows:

105.3.2 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of the application shall expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond control of the applicant have prevented action from being taken and the extension has been submitted in writing prior to the expiration date.

If a permit has not been obtained after the first extension, additional extensions of 90 days may be granted provided the applicant submits this request in writing prior to the expiration date AND pays a fee as established by resolution of the City Council for each requested 90 day extension, provided a new code has not been adopted and the project has not changed in scope.

Exception: If a project has been approved by the City pending an outside agency approval prior to expiration, written extensions will not be required.

15.04.032.1 Section 105.5 of the California Building Code Amended

Section 105.5 is hereby amended to read as follows:

105.5 Expiration of Permits. Every permit issued by the building official under the provisions of the technical codes shall expire and become null and void, if the project authorized by such permit has not achieved an approval for one of the required inspections identified in section 110.3 of the ~~2019~~ **2022** California Building Code within 180 days of issuance of such permit.

The building official may grant a one-time permit extension of 180 (one-hundred eighty) days provided the applicant submits a request in writing prior to the permit expiration and the project has not changed in scope. Additional extension requests of one hundred and eighty (180) days may be granted by the building official if the request is made in writing prior to the expiration date, the project has not changed in scope, the project has obtained at least one inspection approval AND the applicant pays a fee as established by resolution of the City

Council for each one hundred and eighty (180) day extension provided a new code has not been adopted.

Before work can commence or recommence under an expired permit, a new permit application must be submitted and a permit obtained along with all applicable fees as a new project.

All existing projects are subject to this section and will be subject to the conditions listed above.

15.04.032.2 Section 109.4 of Chapter 1 of the California Building Code- Amended

Section 109.4 is hereby amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee, in addition to the permit fee, which shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the adopted permit fee.

Subsequent un-permitted work by the same permittee shall result in a progressive investigation fee being assessed, second violation would result in a three times the permit fee for the investigation fee, a third violation would result in a four times the permit fee for the investigation fee, a fourth violation would result in a five times the permit fee for the investigation fee, and so on to a maximum of a ten times the permit fee for the investigation fee.

The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes nor from the penalty prescribed by law.

15.04.032.3 Section 111.2 of Chapter 1 of the California Building Code- Amended

Section 111.2 is hereby amended to read as follows:

111.2 Certificate Issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws which are enforced by the code enforcement agency, the building official shall issue a certificate of occupancy which shall contain the following:

1. The building permit number.
2. The address of the building.
3. The name and address of the owner.

4. A description of that portion of the building for which the certificate is issued.
5. A statement that the described portion of the building has been inspected for compliance with the requirements of this code for the group and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The design occupant load.

15.04.033 Section 1705.3 of Chapter 17 of the California Building Code amended

Section 1705.3 is hereby amended to read as follows:

1705.3 Concrete construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

Exception: Special inspections shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pound per square inch (psi) (17.2 Mpa).

15.04.034 Section 1905.1.8 of Chapter 19 of the California Building Code amended

Section 1905.1.8 is hereby amended to read as follows:

1905.1.8 ACI 318, section 22.10. Delete ACI 318, Section 22.10, and replace with the following:

22.10 - Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

22.10.1- Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

- (a) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

Exception: In detached one- and two-family dwelling three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.

(b) Plain concrete footing supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exception:

1. In detached one- and two-family dwellings three stories or less in height and constructed with stud bearing walls, plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing.

15.04.035 Adoption of the California Residential Code.

- A. Except as otherwise provided for in this Chapter, the California Residential Code, ~~2019~~ **2022** edition, including the Appendices thereto, together with those omissions, amendments, exceptions and additions thereto as set forth in Title 24 Part 2.5 of the California Code of Regulations are approved and adopted by reference, and made a part hereof as if fully set forth herein.
- B. One copy of the California Residential Code has been filed for use and examination by the public in the Office of the Building Official of the City of Seaside.

15.04.036 Portions of the California Residential Code Not Approved, Adopted or Incorporated by Reference.

The following portions of the California Residential Code, ~~2019~~ **2022** edition, and/or appendices thereto, are not approved or adopted or incorporated in this Chapter by reference, and shall not be deemed to be a part of this Chapter or a part of the building code of the City of Seaside: All of the appendices with the exception of the following Appendices or portions thereof: Section R313 is deleted in it's entirety, and all of the appendices with the exception of the following appendices or portions **thereof**:

- A. Appendix G, Swimming Pools and Hot Tubs.

15.04.037 Section R105.5 Expiration of Permit

Section R105.5 is hereby amended to read as follows:

R105.5 Expiration of Permit or Plan Review.

R105.5.1 Expiration of Permit. Every permit issued by the building official under the provisions of the technical codes shall expire and become null and void, if the project authorized by such permit has not achieved an approval for one of the required inspections identified in section 110.3 of the ~~2013~~ **2022** California Building Code within 180 days of issuance of such permit.

The building official may grant a one-time permit extension of 180 (one-hundred eighty) days provided the applicant submits a request in writing prior to the permit expiration and the project has not changed in scope. Additional extension requests of one hundred and eighty (180) days may be granted by the building official if the request is made in writing prior to the expiration date, the project has not changed in scope, the project has obtained at least one inspection approval AND the applicant pays a fee as established by resolution of the City Council for each one hundred and eighty (180) day extension provided a new code has not been adopted.

Before work can commence or recommence under an expired permit, a new permit application must be submitted and permit obtained along with all applicable fees as a new project.

All existing projects are subject to this section and will be subject to the conditions listed above.

R105.5.1 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of the application shall expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond control of the applicant have prevented action from being taken and the extension has been submitted in writing prior to the expiration date.

If a permit has not been obtained after the first extension, additional extensions of 90 days may be granted provided the applicant submits this request in writing prior

to the expiration date AND pays a fee as established by resolution of the City Council for each requested 90 day extension, provided a new code has not been adopted and the project has not changed in scope.

Exception: If a project has been approved by the City pending an outside agency approval prior to expiration, written extensions will not be required.

15.04.037.1 Section R105.2 of Chapter 1 of the California Residential Code – Amended

R105.2 Work exempt from permit.

Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures, provided that the floor area does not exceed 120 square feet (11.15 m²), **and complies with section 15.04.031 (1).**

R311.1 Means of egress. Dwellings shall be provided with a means of egress in accordance with this section. The means of egress shall provide a continuous and unobstructed path of vertical and horizontal egress travel from all portions of the dwelling to the required egress door without requiring travel through a garage. **If a dwelling provides a direct passage door between the dwelling and an attached garage, the attached garage shall provide an egress door to prevent entrapment.** The required egress door shall open directly into a public way or to a yard or court that opens to a public way.

15.04.038 Section R302.1 is hereby amended as follows:

Delete Section R302.1 “exceptions” in its entirety. (Seaside Municipal Code is more restrictive.)

15.04.039 Table R302.6 of the California Residential Code amended.

Table R302.6 is hereby amended to read as follows:

~~“Not less than ½”~~ “Not less than 5/8” type X in all columns in the table.

15.04.040 Section R313.1 of the California Residential Code amended.

Delete Section R313.1 "exception" in its entirety. (Seaside's amended Fire Code is more restrictive.)

15.04.041 Section R313.2 of the California Residential Code amended.

Delete Section R313.2 "exception" in its entirety (Seaside's amended Fire Code is more restrictive.)

15.04.042 Section R403.1.3 of the California Residential Code amended.

R403.1.3 Seismic reinforcing. Concrete footings located in Seismic Design Categories D0, D1 and D2, as established in Table R301.2(1), shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D0, D1 and D2 where a construction joint is created between a concrete footing and a stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing, have a standard hook and extend a minimum of 14 inches (357 mm) into the stem wall.

In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted.

Exception: In detached one- and two-family dwellings which are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted.

15.04.043 Section R602.10.4 and Table R602.10.3(3) of the California Residential Code amended.

Section R602.10.4 and Table R602.10.3(3) are hereby amended to read as follows:

2013 CRC Section R602.10.4 and Table R602.10.3(3)

Add a new footnote "e" to the end of CRC Table R602.10.3(3), to read:

e. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted and the use of Method PCP is limited to one-story single family dwellings and accessory structures.

Add the "e" footnote notation in the title of Table R602.10.3(3) to read:

TABLE R602.10.3(3)e

Add a new subsection R602.10.4.4, to read:

R602.10.4.4 Limits on methods GB and PCP. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted for use as intermittent braced wall panels, but gypsum board is permitted to be installed when required by this Section to be placed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D0, D1, and D2, the use of Method PCP is limited to one-story single family dwellings and accessory structures.

15.04.044 Section R902.1.1. of the California Residential Code amended.

Section R902.1.1 is hereby amended to read as follows:

R902.1.1 Roof coverings within ALL fire hazard severity zones. Any new roof on a new or existing structure, and any re-roofing of an existing structure of 50% or more of the total roof area within a one-year period shall be of a fire retardant roof or class A roof

15.04.045 Adoption of the California Plumbing Code.

A. Except as otherwise provided for in this Chapter, the California Plumbing Code, ~~2019~~ **2022** edition, including the appendices thereto, together with those omissions, amendments, exceptions and additions thereto as set forth in Title 24 Part 5 of the California Code of Regulations are approved and adopted by reference, and made a part hereof as if fully set forth herein.

B. One copy of the California Plumbing Code has been filed for use and examination by the public in the Office of the Building Official of the City of Seaside.

15.04.050 Reserved

15.04.060 Portions of the California Plumbing Code Not Approved, Adopted or Incorporated by Reference.

The following portions of the California Plumbing Code, ~~2019~~ **2022** edition, and/or appendices thereto, are not approved or adopted or incorporated in this Chapter by reference, and shall not be deemed to be a part of this Chapter or a part of the plumbing code of the City of Seaside: All of the appendices with the exception of the following appendices or portion thereof:

- A. Appendix G, Graywater Systems.
- B. Appendix I, Installation Standards.

15.04.070 Adoption of the California Mechanical Code.

A. Except as otherwise provided for in this Chapter, the California Mechanical Code, ~~2019~~ **2022** edition including the appendices, together with those omissions, amendments, exceptions and additions thereto as set forth in Title 24 part 4 of the California Code of Regulations are approved and adopted by reference, and made a part hereof as if fully set forth herein.

15.04.080 Reserved

15.04.090 Adoption of the California Electrical Code.

A. Except as otherwise provided for in this Chapter, the California Electrical Code, ~~2019~~ **2022** edition, together with those omissions, amendments, exceptions and additions thereto as set forth in Title 24 Part 3 of the California Code of Regulations are approved and adopted by reference, and are hereby incorporated in this Chapter by reference and made a part hereof as if fully set forth herein.

B. One copy of the California Mechanical Code has been filed for use and examination by the public in the Office of the Building Official of the City of Seaside.

15.04.100 Adoption of the California Green Building Standards.

A. Except as otherwise provided for in this Chapter, the California Green Building Standards, ~~2019~~ **2022** edition including the appendices, together with those omissions, amendments, exceptions and additions thereto as set forth in Title 24 part 4 of the California Code of Regulations are approved and adopted by reference, and made a part hereof as if fully set forth herein.

B. One copy of the California Mechanical Code has been filed for use and examination by the public in the Office of the Building Official of the City of Seaside.

15.04.110 Portions of the California Green Building Standards Not Approved, Adopted or Incorporated by Reference.

The following portions of the California Green Building Standards, ~~2019~~ **2022** edition, and/or appendices thereto, are not approved or adopted or incorporated in this Chapter by reference, and shall not be deemed to be a part of this Chapter or a part of the Green Building Standards of the City of Seaside:

All of the appendices.

15.04.120 Adoption of the California Energy Code.

A. Except as otherwise provided for in this Chapter, the California Energy Code, ~~2019~~ **2022** edition including the appendices, together with those omissions, amendments, exceptions and additions thereto as set forth in Title 24 part 4 of the California Code of Regulations are approved and adopted by reference, and made a part hereof as if fully set forth herein.

B. One copy of the California Energy Code has been filed for use and examination by the public in the Office of the Building Official of the City of Seaside.

15.04.130 Adoption of the International Property Maintenance Code.

A. The International Property Maintenance Code, 2018 edition, is hereby adopted by reference and made a part hereof as if fully set forth herein.

B. One copy of the California Energy Code has been filed for use and examination by the public in the Office of the Building Official of the City of Seaside.

15.04.140 Amendments of the 2018 International Property Maintenance Code.

The text of the 2018 International Property Maintenance Code, as adopted and amended by Section 15.04.130, is further amended to conform to the current California Building Standards Code and as recommended by the building official as follows:

Delete the following references	Insert the following references
International Building Code and International Residential Code	Current California Building Code and current California Residential Code
International Mechanical Code	Current California Mechanical Code
International Electrical Code	Current California Electrical Code
International Fire Code	Current California Fire Code

International Plumbing Code	Current California Plumbing Code
International Existing Building Code	Current California Existing Building Code
International Zoning Code	City of Seaside – Zoning Ordinance
International Fuel Gas Code	Current California Plumbing Code
Name of jurisdiction	City of Seaside
Jurisdiction to insert appropriate schedule	Current fees established by resolution of the city council.
Board of appeals	Hearing officer appointed by the city manager
Code Official or Health Official	Building Official or his/her designee

15.04.141 Section [A] 102.7.1 of the 2018 International Property Maintenance Code – Amended as follows:

[A] 102.7.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where conflicts occur between the provisions of this code and California Statutes, the provisions of the latter shall apply.

15.04.142 Section [A] 103 of the 2018 International Property Maintenance Code – Amended as follows:

[A] 103.1 General. The Building Official in charge of the Seaside Building & Code Department shall be known as the code official in this chapter.

[A] 103.3 Deputies. The code official shall have the authority to appoint one or more deputies. Such employees shall have the powers as delegated by the code official.

[A] 103.4 Liability. The code official or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the

provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

**15.04.143 Section [A] 104 of the 2018 International Property Maintenance Code
– Amended as follows:**

[A] 104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by the code, provided that if such structure or premises is occupied the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner's authorized agent, or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.

**15.04.144 Section [A] 108 of the ~~2018~~ International Property Maintenance Code
– Amended as follows:**

[A] 108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned and shall be posted and vacated in accordance with this section and declared to be a public nuisance and the violations shall be abated by repair, rehabilitation, demolition or removal pursuant to the provisions of this code.

[A] 108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered, occupied or maintained contrary to Title 15; or one that is partially constructed, reconstructed or demolished upon which work is abandoned. Work is deemed abandoned when there is no valid building or demolition permit.

[A] 108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure boarded according to Appendix A or fenced, so as not to be an attractive nuisance and/or to prevent entry. Upon failure of the owner or owner's authorized agent to board the premises within the time specified in the order, the code official shall cause the premises to be boarded and secured through any available public agency or by contract or arrangement by private

persons and the cost for such boarding shall be a debt owed by the owner, shall be charged against the real property upon which the structure is located, and shall be a lien upon such real property and shall be collected by any legal means.

[A] 108.3 Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, the code official shall obtain a preliminary or survey title report as to the building, structure, or premises, which shall identify all owners of record, holders of mortgages, deeds of trust or other liens and encumbrances of record. In accordance with section 107.3 of this code, the code official shall serve the persons listed in the preliminary or survey title report with notice described in section 107.2 of this code. In addition, the notice shall be posted in a conspicuous place on in or about the structure or premises affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment.

[A] 108.4.1 Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action was based has been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code and applicable state law and Title 15.

[A] 108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who occupies a placarded premises or operates placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who lets anyone occupy a condemned premises or operate condemned equipment shall be liable for the penalties provided by this code and Title 15.

15.04.145 Section [A] 109 of the 2018 International Property Maintenance Code – Amended as follows:

[A] 109.5 Costs of emergency repairs. Cost incurred in the performance of emergency work may be paid by the city. Such costs shall be a debt owed to the city by the owner. The city attorney may institute appropriate legal action against the owner of the premises or the owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

[A] 109.6 Appeal. Once the emergency work has been completed, the owner may appeal the need for the emergency repairs and/or the costs for such work, in the manner provided in Sections 17.36.120 and 17.36.130 within seven calendar days after service according to Section 107 of this code of the statement of costs.

**15.04.146 Section [A] 110 of the 2018 International Property Maintenance Code
– Amended as follows:**

[A] 110.3 Failure to comply. If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official may cause the structure to be demolished and removed according to the procedure set forth in Seaside Municipal Code section 2.58.040(A.)(3.)(c.)

**15.04.147 Section [A] 111 of the 2018 International Property Maintenance Code
– Amended as follows:**

[A] 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code may appeal that decision, notice or order by filing an appeal with the city clerk within seven calendar days of the date of service of that decision, notice, or order. The appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. The appeal shall identify the real property, state the grounds for the appeal, and state all material facts in support of the appeal.

[A] 111.2 Notice of Hearing. Notice of hearing shall be conducted as provided for in Seaside Municipal Code section 17.36.080(C.).

~~**[A] 111.2.1 Alternate members.** The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.~~

~~**[A] 111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.~~

~~**[A] 111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.~~

~~**[A] 111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~

~~**[A] 111.2.5 Compensation of members.** Compensation of members shall be determined by law.~~

~~[A] 111.3 Notice of meeting.~~ The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

~~[A] 111.4 Open hearing.~~ All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two thirds of the board membership.

~~[A] 111.4.1 Procedure.~~ The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

~~[A] 111.5 Postponed hearing.~~ When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

~~[A] 111.6 Board decision.~~ The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

~~[A] 111.6.1 Records and copies.~~ The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

~~[A] 111.6.2 Administration.~~ The *code official* shall take immediate action in accordance with the decision of the board.

[A] 111.7 Court review. Judicial review of the hearing officer's decision shall be commenced in accordance with Cal. Code of Civil Procedure § 1094.6 no later than 90 calendar days after the decision is signed. Cal. Code of Civil Procedure § 1094.6 is hereby adopted for purposes of this Title. Review shall be in accordance with Cal. Code of Civil Procedure § 1094.5.

[A] 111.8 Stays of enforcement. Appeals of notices and/or orders issued pursuant to this chapter, other than those issued pursuant to section 109 and 112.3, shall stay the enforcement of the notice and order until the appeal is heard by the hearing officer.

**15.04.148 Section [A] 112 of the 2018 International Property Maintenance Code
– Amended as follows:**

[A] 112.4 Failure to comply. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for penalties pursuant to Seaside Municipal Code section 1.16.030

15.04.149 Definitions Section 201 of the 2018 International Property Maintenance Code – Amended as follows:

GARBAGE. Garbage shall be defined pursuant to Seaside Municipal Code Section 8.28.030 (Solid Waste, defined)

INOPERABLE MOTOR VEHICLE. . A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, incapable of being moved under its own power or is prohibited from being operated on a public street or highway for any reason pursuant to the provisions of the California Vehicle Code.

RUBBISH. Rubbish shall be defined pursuant to Seaside Municipal Code Section 8.45.045 (Municipal Solid Waste, defined)

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TEMPORARY. Temporary shall mean buildings, facilities, or structures intended for use at one location for not more than six months for the purpose of this code only.

15.04.150 Section 302 of the 2018 International Property Maintenance Code – Amended as follows:

302.1 Sanitation. The owner or authorized agent shall maintain the property exterior and premises in a clean, safe and sanitary condition. Such owner or authorized agent shall remain liable for violations thereof regardless of any contract or agreement with any third party regarding such property. The occupant may also be held jointly and severally liable for causing or contributing violations of this section.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and prevent the accumulation of stagnant water thereon, or within any structure located thereon. Excess or concentrated drainage shall be contained on site or directed to the nearest practicable drainage facility approved by the code official.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in proper state of repair, and maintained free from hazardous conditions. The owner or owner's authorized agent of any building, lot

or premises within the city shall maintain the sidewalks and/or walkways located upon such premises that are accessible to the general public and the public sidewalks between such premises and any adjacent public street or alley in a clean, safe sanitary, and in a proper state of repair, free from hazardous conditions. Maintenance shall include the removal and proper disposal of any unsightly or unsanitary conditions such as accumulations of garbage, refuse, rubbish, litter, dirt, gum or other sticky substances or items, which have been dropped or spilled upon the sidewalks.

302.4 Weeds. No owner, authorized agent, lessee or occupant or other person having charge or control of any building, lot or premises within the city shall permit weeds exceeding twelve inches (12") in height to remain or accumulate upon such premises or upon public sidewalks adjoining such premises.

Upon failure of the owner or authorized agent having charge of a property to cut and destroy weeds after service of a warning notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the city. Upon failure to comply with the warning notice of violation, any duly authorized employee of the city or contractor hired by the city shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or authorized agent responsible for the property.

302.8 Motor vehicles. Refer to Seaside Municipal Code Section 17.34.150 ~~Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises. No vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.~~ Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: An owner, authorized agent, lessee, or occupant of the property may repair, wash, clean, or service personal property, provided they comply with Seaside Municipal Code and any other applicable requirements.

15.04.151 SWIMMING POOLS, SPAS AND HOT TUBS Section 303 of the 2018 International Property Maintenance Code – Amended as follows:

303.2 Enclosures. Except as provided for in other regulations, private swimming pools, hot tubs, spas and ponds, containing water more than 18 inches (457 mm) in depth shall be completely surrounded by a fence or barrier 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the

gatepost. No existing pool enclosure shall be removed, replaced, changed or maintained in a manner that reduces its effectiveness as a safety barrier.

15.04.152 Section 304 of the 2018 International Property Maintenance Code – Amended as follows:

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies, including weather stripping, thresholds and hardware, shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall be tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Under-Floor areas. Under-floor access doors and ventilation openings shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Doors shall be tight fitting and ventilation openings shall be properly screened with corrosion-resistant wire mesh having openings not exceeding 1/4 inch in any dimension or alternate approved materials pursuant to current CBC 1203.4.1.

304.18.2 Windows. Operable windows located in whole or in part within 12 feet above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device. Vacant/abandoned buildings shall provide internal window coverings to prevent easy view of the building interior.

15.04.153 Pest Elimination Section 309 of the 2018 International Property Maintenance Code – Amended as follows:

309.1 Infestation. All structures shall be kept free from insect, rodent and vermin infestation. When an insect, rodent or vermin infestation is brought to the attention of the code official, he or she may require the owner or agent having charge or control of the building, lot or premise to hire a licensed exterminator or other qualified

professional to inspect the building, lot or premise and provide a written report verifying the presence and severity of such infestation including in the report a recommendation for proper extermination of the infestation. All structures in which insect, rodent or vermin infestations are found shall be promptly exterminated by approved processes that will not be injurious to human health. After the extermination of the infestation is complete, the code official may request a written notice from the licensed exterminator or other qualified professional attesting to the completion and success of the recommended extermination procedures. After the infestation is eliminated, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure. The owner of a structure or premise containing a dwelling unit, multiple occupancy, rooming house or a nonresidential structure shall be responsible for maintaining the structure and premise in a rodent or pest-free condition. If an infestation is caused by an occupant substantially failing to properly maintain their occupied area of the structure or premise as clean and sanitary as the condition of the structure or premise permits. For as long as the occupants failure either substantially causes an unlivable condition to occur, or substantially interferes with the owners ability to remedy the condition, the owner does not have to remedy the condition. Where the infestation is caused by defects in the structure, the owner shall be responsible for extermination.

~~**309.3 Single occupant.** The *occupant* of a one family dwelling or of a *single tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.~~

~~**309.4 Multiple occupancy.** The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.~~

~~**309.5 Occupant.** The *occupant* of any structure shall be responsible for the continued rodent and pest free condition of the structure.~~

~~**Exception:** Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.~~

15.04.154 Section 505 of the 2018 International Property Maintenance Code – Amended as follows:

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum

temperature of 110° F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless the installation complies with Chapter 5 of the current California Plumbing Code and Section 904.0 of the current California Mechanical Code. An approved combination temperature and pressure-relief valve discharge pipe shall be properly installed and maintained on water heaters.

15.04.155 Section 602 of the 2018 International Property Maintenance Code – Amended as follows:

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms as measured per IPMC section 602.5. Cooking appliances or fireplaces shall not be used, nor shall portable space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be 32°F.
2. ~~In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.~~

~~**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.~~

~~**Exceptions:**~~

1. ~~Processing, storage and operation areas that require cooling or special temperature conditions.~~

2. ~~Areas in which persons are primarily engaged in vigorous physical activities.~~

15.04.156 Section 604 of the 2018 International Property Maintenance Code – Amended as follows:

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation including the improper use of extension cords as permanent wiring, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

15.04.157 Means of Egress Section 702 of the 2018 International Property Maintenance Code – Amended as follows:

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the current California Building Code.

15.04.170 Adoption of California Fire Code.

A. The California Fire Code, ~~2019~~ **2022** edition, including all Appendices, is hereby adopted by reference and made part hereof as if fully set forth herein.

reference and made part hereof as if fully set forth herein.

B. One copy of the California Fire Code has been filed in the filed for use and examination by the public in the office of the Building Official of the City of Seaside.

C. The following are definitions as used in this chapter or in any other uniform codes or other nationally recognized fire safety standard, made a part of this chapter, unless otherwise apparent from the context:

1. "City" means the City of Seaside when it refers to a political entity, and means the incorporated area of the City of Seaside when it refers to an area.
2. "City Council" means the city council of Seaside.
3. "Fire Chief" means the chief of the fire department serving the City of Seaside.
4. "Mayor" means the mayor of the City of Seaside.

5. "Municipality" means the City of Seaside.

15.04.180 Bureau of Fire Prevention Established.

The City of Seaside Bureau of Fire Prevention is hereby established to enforce the California Fire Code and shall be presided over by the Fire Chief or his/her designee.

15.04.190 Reserved

15.04.200 Section 307.3 of Chapter 3 of the California Fire Code -- Amended.

Section 307.3. of Chapter 3 of the California Fire Code is amended by adding subsection 307.3.1 to read as follows:

Except as otherwise provided in this Section, all outdoor rubbish fires are prohibited. No waste matter shall be disposed of by burning within the City of Seaside.

15.04.210 Section 307.4.3 of Chapter 3 of the California Fire Code -- Added.

Chapter 3 of the California Fire Code is amended by adding Section 307.4.3 to read as follows:

Permit Required. No person shall kindle or maintain any open pit fire or authorize any such open pit fire to be kindled or maintained for the purpose of preparation of food, such as in the case of a Luau or barbecue or recreational fire without a permit from the Seaside Fire Department.

15.04.220 Section 507.5.1.1 of Chapter 5 of the California Fire Code -- Amended.

Section 507.5.1.1 of Chapter 5 of the California Fire Code is amended to read as follows:

Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within ~~100~~ **50** feet of the fire department connections.

~~**15.04.220**~~ **15.04.230 Sections 903.2 and 903.3.1.3 and 903.6 of Chapter 9 of the California Fire Code – Amended.**

Sections 903.2 and 903.3.1.3 and 903.6 of Chapter 9 of the California Fire Code are amended to read as follows:

Section 903.2 All Non-Residential Occupancies 2500 sq. ft. or more

1. An automatic sprinkler system shall be installed and maintained in all new construction in accordance with this section as amended, the California Building Code, and California Fire Code.

Exceptions:

- a. When sprinklers are considered undesirable because of the nature of the contents or in rooms or areas which are of noncombustible construction with wholly noncombustible contents and which are not exposed by other areas. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistive construction or contains electrical equipment.
- b. Temporary Buildings under 1,000 sq. ft.
- c. Airport control towers.
- d. One story detached accessory buildings to a group R-3 dwelling units.
- e. Open parking structures.
- f. Sprinklers shall not be installed when the application of water or flame and water to the contents may constitute a serious life or fire hazard, as in the manufacture or storage of quantities of aluminum powder, calcium carbide, calcium phosphide, metallic sodium and potassium, quicklime, magnesium powder and sodium peroxide.
- g. Existing mobile home parks within the City regulated by the Department of Housing and Community Development are exempt: Health and Safety Code, Mobile Home Parks Act, Section 18300.

Section 903.3.1.3

903.3.1.3 NFPA 13D Sprinkler Systems. Where allowed, automatic sprinkler systems installed in one-and two-family dwellings shall be installed throughout in accordance with NFPA 13D.

903.3.1 .3.1 All fire sprinkler systems installed in one-and two-family dwellings shall be tested for leakage by undergoing a hydrostatic test made at 200 psi for a two-hour duration.

903.3.1.3.2 Each water system supplying both domestic and fire protection systems shall have a single indicating-type control valve, arranged to shut off both the domestic and sprinkler systems. A separate shut-off valve for the domestic system only shall be permitted to be installed. The location of the control valve shall be approved by the fire code official.

903.3.1.3.3 Local water flow alarms shall be provided on all sprinkler systems. Local water flow alarms shall be powered from the main kitchen refrigerator

circuit. The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less than 75 dBa. Where no kitchen exists in the building, the water flow alarm shall be powered from the bathroom lighting circuit.

Section 903.6

903.6 Existing buildings – Where repairs, alterations, and/or additions intensify and/or change the use of an existing building, where the total floor area is five thousand square feet (2500sf), or more, or the building is forty feet (40') or more in height, or is three or more stories in height, it shall be equipped with an automatic sprinkler system and made to comply with the provisions of this Section.

In all buildings where the total floor area exceeds five thousand square feet (2500sf), or which are forty feet (40') or more in height, or which are three or more stories in height, if the repairs or alterations are made exceeding twenty-five percent of the current market value of the building and property as shown in the records of the County Assessor within any three hundred sixty (360) day period shall be made to comply with the provisions of this section.

Exception:

(1) Valuation may also be determined by the replacement costs of the existing structure based upon the most recent "Building Valuation Data" contained in the "Building Standards" magazine published by the International Conference of Building Officials. The intent of this exception is to allow the use of a less restrictive application (if applicable) to determine if repair, alterations or additions are twenty-five percent (25%) or more of the value of the building.

Definitions

Repair. It is the reconstruction or renewal of any part of an existing building or structure for the purpose of its maintenance.

Alteration. It is any change, addition, or modification in construction or occupancy.

Exception: Projects where the sole purpose is for seismic upgrade.

Existing Group R, Division 3 buildings to which additions, alterations, or repairs are made that involve the removal or replacement of 50 percent or more of the linear length of exterior walls of the building within a one-year period, shall require the installation of an automatic sprinkler system as specified in the California Residential for new construction.

~~15.04.230~~ 15.04.240 **Appendices of the California Fire Code – Adopted and Amended.** Add the following Appendix to read as follows:

APPENDIX AE – ALTERNATIVE ENERGY SYSTEMS

AE101.1 Scope. Applications for the installation, additions or remodel of alternative energy system, including but not limited to photovoltaic and wind generation systems, shall be subject to this appendix when conditioned by the fire code official.

AE101.2 Conflicting Sections. Where provisions in this appendix conflict with other sections of this code or other appendices, the provisions of this appendix shall prevail unless otherwise directed by the fire code official.

AE102 SIGNING AND MARKING: All photovoltaic systems shall be permanently marked as specified in this section.

AE102.1 Main Service Disconnect

a. Main Panel Exterior Marking. A placard is required to be permanently affixed to the main service disconnect panel. The placard shall be red in color with white capital letters at least 3/4" in height and in a non-serif font, to read "SOLAR DISCONNECT INSIDE PANEL." The placard shall be constructed of weather-resistant, durable plastic with engraved letters, or other approved material.

b. Circuit Disconnecting Means Marking. A permanent label is to be affixed adjacent to the circuit breaker controlling the inverter or other photovoltaic system electrical controller. The label shall have contrasting color capital letters at least 3/8" in height and in a non-serif font, to read "SOLAR DISCONNECT." The label shall be constructed of durable adhesive material or other approved material.

AE102.2 Direct Current (DC) Conduits, Raceways, Enclosures, Cable Assemblies, and Junction Boxes.

a. Marking is required on all interior and exterior direct current (DC) conduits, raceways, enclosures, cable assemblies, and junction boxes.

b. Marking Locations. Marking shall be placed on all DC conduits, raceways, enclosures, and cable assemblies every ten feet (10'), at turns and above and below penetrations. Marking shall also be placed on all DC combiner and junction boxes.

c. Marking Content and Format. Marking for DC conduits, raceways, enclosures, cable assemblies and junction boxes shall be red with white lettering with minimum 3/8" capital letters in a non-serif font, to read "WARNING: SOLAR CIRCUIT". Marking shall be reflective, weather resistant, and suitable for the environment. Materials used should be in compliance with UL Standard 969.

AE102.3. Secondary Power Sources. Where photovoltaic systems are interconnected to battery systems, generator backup systems, or other secondary power systems, additional signage acceptable to the fire code official shall be required indicating the location of the secondary power source shutoff switch.

AE102.4. Installer Information. Signage acceptable to the fire code official indicating the name and emergency telephone number of the installing contractor shall be required to be installed adjacent to the main disconnect.

AE102.5 Inverters. No markings are required for inverters.

AE102.6 AC Photovoltaic Systems. AC Photovoltaic Systems shall be marked as specified in this section.

a. Main Panel Exterior Marking. A placard is required to be permanently affixed to the main service disconnect panel. The placard shall be red in color with white capital letters at least 3/4" in height and in a non-serif font, to read "SOLAR DISCONNECT INSIDE PANEL." The placard shall be constructed of weather resistant, durable plastic with engraved letters, or other approved material.

b. Circuit Disconnecting Means Marking. A permanent label is to be affixed adjacent to the circuit breaker controlling the inverter or other photovoltaic system electrical controller. The label shall have contrasting color capital letters at least 3/8" in height and in a non-serif font, to read "SOLAR DISCONNECT." The label shall be constructed of durable adhesive material or other approved material.

AE103 BUILDING MOUNTED PHOTOVOLTAIC SYSTEMS.

AE103.1. All building- or roof-mounted photovoltaic systems shall be installed as specified in this section.

a. Access, Pathways, and Smoke Ventilation. Access and spacing requirements shall be observed to ensure emergency access to the roof, provide pathways for specific areas of the roof, provide for

smoke ventilation opportunity areas, and to provide emergency egress from the roof.

b. Exceptions. Exceptions to the requirements in this section shall be permitted to be granted by the fire code official where access, pathway or ventilation requirements are reduced due to any of the following circumstances:

(1). Proximity and type of adjacent exposures.

(2). Alternative access opportunities, as from adjoining roofs.

(3). Ground level access to the roof.

(4). Adequate ventilation opportunities below solar arrays.

(5). Adequate ventilation opportunities afforded by module set back from other rooftop equipment.

(6). Automatic ventilation devices.

(7). New technologies, methods, or other innovations that ensure adequate fire department access, pathways, and ventilation opportunities.

c. Designation of ridge, hip, and valley does not apply to roofs with 2-in-12 or less pitch.

d. Measurement Conventions. All roof dimensions shall be measured to centerlines.

e. Roof Access Points. Roof access points shall be defined as areas where ladders are not placed over openings (windows or doors) and are located at strong points of building construction and in locations where they will not conflict with overhead obstructions (tree limbs, wires, or signs).

AE103.2 Household Systems (One- and Two-Family Dwellings)

a. Access and Pathways.

(1). Hip Roof Layouts. Modules shall be located in a manner that provides one (1) three foot (3') wide clear access pathway from the eave to the ridge of each roof slope where the modules are located. The access pathway shall be located at a structurally sound location on the building, such as a bearing wall. EXCEPTION: Where adjoining roof planes provide a three foot (3') wide clear access pathway.

(2). Single Ridge Layouts. Modules shall be located in a manner that provides two (2) three-foot (3') wide access pathways from the eave to the ridge on each roof slope where the modules are located.

(3). Hip and Valley Layouts. Modules shall be located no closer than one and one-half feet (1-1/2') to a hip or valley if modules are to be placed on both sides of a hip or valley. Where modules are located on only one side of a hip or valley that is of equal length, the modules shall be permitted to be placed directly adjacent to the hip or valley.

b. Ridge Setback. The modules shall be located no higher than one and one-half feet (1-1/2') below the ridge.

AE103.3. Commercial Systems.

a. Definition. Commercial Systems shall be defined as all photovoltaic systems installed in any occupancy other than a one and two family dwelling.

b. Alternative Requirements. Where the fire code official determines that the roof configuration is similar to residential (i.e., townhouses, condominiums, or single-family attached buildings) the fire code official shall be permitted to make a determination to apply the requirements under Section AE103.2, above.

c. Access. There shall be a minimum six-foot (6') wide clear perimeter around the edges of the roof. EXCEPTION: If either access to the building is 250' or less, there shall be a minimum four foot (4') wide clear perimeter around the edges of the roof.

d. Pathways. Pathways shall be established as follows:

(1). Pathways shall be over structural members.

- (2). Centerline axis pathways shall be provided in both axes of the roof.
- (3). Centerline axis pathways shall run on structural members or Over the next closest structural member nearest to the center lines of the roof.
- (4). Pathways shall be straight line not less than four feet (4') clear to skylights, ventilation hatches, and/or roof standpipes.
- (5). Pathways shall provide not less than four feet (4') clear around roof access hatches with at least one not less than four foot (4') clear pathway to the parapet or roof edge.

e. Smoke Ventilation.

- (1). Solar arrays shall be no greater than 150 feet by 150 feet in distance in either axis.
- (2). Ventilator options between array sections shall be (a) a pathway eight feet (8') or greater in width; (b) a pathway four feet (4') or greater in width and bordering on existing roof skylights or ventilation hatches; or (c) a pathway four feet (4') or greater in width and bordering four foot by eight foot (4' X 8) "venting cutouts" every twenty feet (20') on alternating sides of the pathway.

AE104. Location of Direct Current (DC) Conductors.

- a. Exterior mounted Direct Current conduits, wiring systems and raceways for photovoltaic circuits shall be located as close as possible to the ridge, hip or valley and from the hip or valley as directly as possible to an outside wall to reduce trip hazards and maximize ventilation opportunities.
- b. Conduit runs between sub-arrays and to DC combiner boxes shall use design guidelines that minimize the total amount of conduit by taking the shortest path from the array to the DC combiner box.
- c. DC combiner boxes shall be located so that conduit runs are minimized in the pathways between arrays.
- d. DC wiring shall be run in metallic conduit or raceways when located within enclosed spaces in a building and shall be run as follows:

(1). When run perpendicular or parallel to load bearing members, a minimum ten-inch (10") space below roof decking or sheathing shall be maintained.

(2). Where flexible metal conduit (FMC) or metal clad cable (MC) containing PV power circuit conductors is installed across ceilings or floor joists, the raceway or cable shall be protected by guard strips.

AE105 GROUND MOUNTED PHOTOVOLTAIC SYSTEMS

AE105.1 Marking shall be in accordance with Section AE102, above.

AE105.2 Setbacks. Special setback requirements do not apply to ground-mounted, freestanding photovoltaic arrays. NOTE: The zoning regulations of the jurisdiction regulate setbacks between buildings, accessory structures (possibly including ground-mounted photovoltaic arrays) and property lines.

AE105.3 Clearances. A clear area of ten feet (10') around ground-mounted photovoltaic installations shall be provided.

AE105.4 Non-Combustible Base. A gravel base or other non-combustible base acceptable to the fire code official shall be installed and maintained under and around the installation.

AE105.5 Protection. Fencing, skirting, or other suitable security barrier shall be installed when required by the fire code official. NOTE: Security barriers are intended to protect individuals and animals from contact with energized conductors or other components.

AE105.6 Fire Sprinkler Protection. Fire sprinkler protection is not required for ground-mounted photovoltaic installations.

15.05.005 Development permit required.

No building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, or changed from one use to another use, unless and until a development permit has been secured from the building official. The building official is responsible for issuing development permits and is authorized, in consultation with affected departments or divisions, to attach any conditions to the permit consistent with the nature of the development or use and in the interests of health, safety and welfare.

4. Residential retaining walls not exceeding four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a ~~surface~~. **Surcharge.**

17.40.030 Sign Permit Requirements

A. Sign Permit required.

3. Building Permit required. A Building Permit may also be required for sign construction/installation in accordance with the ~~2008~~ California Building Code and amendments made thereto as adopted by the Seaside City Council.

SECTION 3. Findings.

A. The amendments to California Building and Residential Codes set forth in this ordinance are reasonably necessary because of the following local geological conditions:

1. CBC Section 1905.1.8 & CRC Section R403.1.3 Plain Concrete. Seaside is within a very active seismic area (Seismic Design Category D). Severe seismic action could disrupt structural integrity and damage unreinforced footings. The proposed amendments to the California Building and Residential Codes address the problem of poor performance of plain or under-reinforced concrete footings during a seismic event. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) and the Los Angeles City Joint Task Force that investigated the poor performance of plain and under-reinforced concrete footings observed in 1994 Northridge earthquake.

2. CBC Section 1705.3. Results from studies after the 1994 Northridge earthquake indicated that a lot of the damages were attributed to lack of quality control during construction. The proposed amendment improves quality control during construction and therefore needs to be incorporated into the Code. Revise CBC Section 1705.3 exception No. 1 to allow special inspection not to be required for isolated spread footing where the structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 psi.

3. CRC Section R602.10.4.4. The proposed amendments to the California Residential Code address the problem of poor performance of Gypsum Wallboard and Portland Cement Plaster as wall bracing materials in high seismic areas. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) and the Los Angeles City Joint Task Force that investigated the poor performance of these bracing materials that were observed in 1994 Northridge earthquake.

B. The amendments to California Fire Code Section set forth in this ordinance are reasonably necessary because of the following local climatic, geological and topographical conditions:

1. Climatic

The climate weather patterns within the city of Seaside are considered to be moderately affected by the ocean bodies of the Pacific Ocean and Monterey Bay, which extend the year round growing season of vegetation. The normal year's rainfall is approximately eighteen (18) inches on the average yearly calendar. Summer conditions with the prevalent Pacific High Cell create the mid-day fog normally associated with Seaside. This climactic fog assists the natural vegetation in growth.

Later in the year, the winds and drying vegetation mix to create a hazardous fuel condition, which has caused grassland and brushland fires in recent years. While normal temperatures usually do not exceed 75-80 degrees, during late summer and early fall (August, September, October) the temperatures can climb to 90 degrees plus. The afternoon winds can move a fire quickly in the city limits and outlying areas that once were Fort Ord.

Because of weather patterns and population increases, the City of Seaside has experienced water rationing and water allocation. Due to storage capacities and consumption, as well as climatic conditions, limited water resources are an issue.

While sound management of the water resources is possible, actual demands on an already stressed water supply can most assuredly be predicted.

2. Geological

Seismic activity within the City occurs yearly with little or no damage, although real potential for damage does exist with four local active faults. New construction may be limited by its respective distance to such faults, and replacement of existing structures could be costly. The city of Seaside has a start at sea level and extends to areas in excess of 300 feet above sea level. The elevation change caused by the hills creates the geological foundation on which the City has built and will continue to build. The region is located in an area of high seismic activity as indicated by the United States Geological Survey. Recent earthquake activity has indicated the lack of flexibility of materials and building systems has been a contributing factor to damages that reduced the protection of the life-safety of building occupants and increased the cost of rehabilitation of structures. Activities have indicated the need for increased levels of safety in building systems, including but not limited to means of egress, wiring systems, and fire protection systems.

3. Topographical

The findings in this section are caused by the construction and design of the City of Seaside due to the elevation changes, as well as the mountains, hills, and canyons that dissect the City with the addition of portions of the former Fort Ord Military Base that are now considered Seaside. The water supply (domestic and fire flow) is directly affected by the topographical layout. The distribution system consists of water lines that carry the water from storage tanks to the public via pipes. These street mains create lift-zones where the pressure and flows are adequate at lower elevations and minimal, sometimes critical supplies at the top. Water supplies within the City of Seaside vary from less than 250 gallons-per-minute to flows

in excess of 4,000 gallons-per-minute. This wide variation causes major problems to development, as well as fire suppression forces.

The topography also has affected the way buildings are built in Seaside. The existing structures are being removed and replaced with larger, more cost effective buildings. Those existing structures which remain cause concern to the Fire Department because of their lack of adequate fire protection. It is not uncommon to see a single or two-story building torn down and replaced with a two, three, or four story building typically also built with wood (Type V). The potential for conflagration exists with the high buildout in certain sections of Seaside. The concentrated commercial as well as residential occupancies cause concern regarding the exposure elements of building-to-building and the future building-to-grassland development on portions of the former Fort Ord Military Base now Seaside.

These Findings of Fact, which identify the various climatic, geological, and topographical conditions are considered reasonably necessary to modify the requirements established pursuant to Health and Safety Code Section 17922 based on local conditions.

SECTION 4. Effective Date. This ordinance shall be in full force and effect 30 days after its final passage and adoption but no sooner than January 1, 2023.

SECTION 5. The City Clerk shall certify to the adoption of this ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in three (3) public places designated by resolution of the City Council. Immediately upon this ordinance becoming effective, the City Clerk shall forward a certified copy of the same to the California Building Standards Commission.

INTRODUCED AND PASSED TO PRINT at a Regular Meeting of the City Council duly held on November 3, 2022; and

PASSED AND ADOPTED at a regular meeting of the City council of the City of Seaside, State of California, on the 17 day of November, 2022, by the following vote:

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

APPROVED:

ATTEST:

Ian Oglesby, Mayor
City of Seaside

Dominique Davis, City Clerk

I, Dominique Davis, City Clerk of the City of Seaside, hereby certify that the forgoing ordinance was introduced at a regular meeting of the City Council of the City of Seaside duly held on November 3, 2022 and was passed and adopted at a regular meeting duly held on November 17 , 2022, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Melissa Savage, Assistant Engineer
Patrick Grogan, Associate Engineer

DATE: November 3, 2022

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATIONS TO DENY A RED CURB ON
JUAREZ STREET AND AN ADDITIONAL DRIVEWAY ON AMADOR
AVENUE**

RECOMMENDATION

1) Deny installation of the red curb at 1841 Juarez Street, and 2) Deny installation of an additional driveway approach at 700 Amador Avenue.

BACKGROUND

The Traffic Advisory Committee reviewed and provided recommendations regarding several applications at the September 27, 2022 special meeting. A brief summary of two of the items are presented below.

Item 1

The resident at 1836 Juarez Street is requesting the installation of red curb in front of 1841 Juarez Street. The resident noted difficulty backing into and back out of their driveway when a vehicle is parked in front of 1841 Juarez Street (attachment 1). Juarez Street is classified as a one-way residential street, and is approximately 25 ft. wide, measured from face of curb to face of curb with parallel parking on both sides of the street. Single-family residences are located along this block of Juarez Street.

Staff conducted a site visit, during which it was noted that a fire hydrant red curb zone exists approximately 37 feet south of the curb approach of the driveway at 1841 Juarez Street. Due to the fire hydrant zone and multiple residences facing the street, street parking is limited. TAC recommends not installing red curb in front of 1841 Juarez

Street to maintain adequate street parking for residents.

Item 2

The property owner of 700 Amador Avenue is requesting a second driveway approach, to be located on the north side of the property off of Amador Avenue to allow parking on the property. 700 Amador Avenue is a single-family residential parcel with one residence, and a detached one-car garage on the property. The garage is accessed from Alhambra Street. The property has approximately 145 ft of street frontage from Amador Avenue and Alhambra Street, with an existing, nonconforming driveway with roughly 20 square feet of paved surface area. Offstreet parking is provided by the one-car garage off of Alhambra Street.

The City of Seaside's Municipal code Section 17.34.120 Driveways and Site Access, outlines the requirements for driveways of Single Family Dwellings as follows:

A. Number of driveways. The number and placement of driveways shall be limited as follows; provided that second driveways or additional curb cuts may be approved by the Traffic Advisory Committee:

1. Single dwellings and duplexes. A single dwelling or duplex shall be allowed one driveway, except that:

b. A parcel within the RS-8 or RS-12 zones with a frontage of 200 feet or more may have two separate driveways; provided that they are separated by a minimum of 100 feet, or lesser distance as approved by the City Engineer based on considerations of site topography and traffic safety.

B. Distance from street corners. Each driveway shall be separated from the nearest street intersection as follows, except where the City Engineer allows a lesser separation.

2. For parcels with frontages less than 150 feet, the minimum distance shall be 100 feet.

Per the above stated code sections, 700 Amador Avenue is not eligible for a second driveway, as its frontage is only 145 feet of the required 200 feet, and the driveway would be located approximately 53 feet from the intersecting street of Alhambra Street, which is less than the required 100 feet as required in section B.2.

By unanimous vote, the Traffic Advisory Committee recommends denying the resident's application for an additional driveway off of Amador Avenue (attachment 2) as the property does not meet the minimum requirements as stated in Seaside Municipal Code Section Section 17.34.120.

FISCAL IMPACT

The fiscal impact of the following items are as follows:

1. There is no fiscal impact associated with Item 1 - Deny installation of red curb at 1841 Juarez Street.
2. There is no fiscal impact associated with Item 2 - Deny installation of an additional driveway approach at 700 Amador Avenue.

ATTACHMENTS

1. Item 1 - Red Curb at 1841 Juarez
 2. Item 2 - Additional Driveway Approach for 700 Amador
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



Traffic Advisory Committee Request Application

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

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

Name: DAPHNE D. DAHMS

Date: September 6, 2022

Address: [REDACTED]

Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.) RED ZONE
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping 6'-7'
☐ Other _____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: OVERALL OUR STREET PARKING IS NOT CONGESTED. JUAREZ IS A VERY NARROW STREET. I AM REQUESTING THAT 6'-7' SOUTH OF THE DRIVE AT 1841 BE A DESIGNATED RED ZONE TO ENSURE I CAN SAFELY ENTER AND EXIT MY DRIVEWAY/GARAGE, WHICH IS DIRECTLY OPPOSITE. I BACK INTO MY GARAGE SO I CAN DRIVE OUT FORWARD: EASIER TO BACK UPHILL; IF I COLLIDE, IT'S MY OWN PROPERTY. BACKING OUT I CANNOT SEE (DROPS AWAY) AND HAVE DIFFICULTY NEGOTIATING A TURN WITHOUT HITTING MY RETAINING WALL OR A PARKED VEHICLE. DIFFICULTY WHEN GUESTS OF TEENAGER AT 1848 ARRIVE EN MASSE - 5 OR 6 VEHICLES. IF THEY PARK DIRECTLY ACROSS I RISK HITTING THE FRONT OF THEIR VEHICLE. I CANT ANGLE MY CAR TO BACK IN, AND HAVE TO ASK THEM TO

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

PLEASE MOVE THEIR VEHICLE. A SMALL RED ZONE WOULD INCREASE SAFETY AND CLEARLY DELINEATE AVAILABLE SPACE.

TAC REQUEST PROCEDURE

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

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

Fees

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

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

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

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

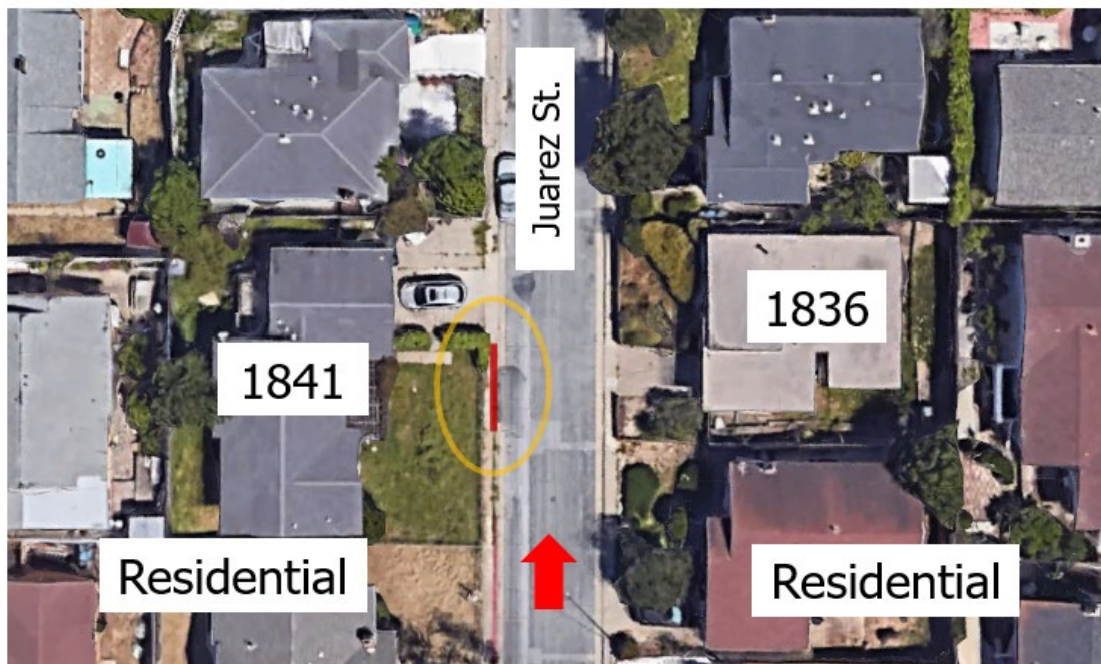
TAC REQUEST ACKNOWLEDGEMENT STATEMENT

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

Daphne D Dahms
Applicant Signature

September 6, 2022
Date

I WOULD APPRECIATE MEETING WITH THE ENGINEER IN PERSON, TO EXPLAIN THE LOGISTICS AND DEMONSTRATE THE PROBLEM AND MY DIFFICULTY MANEUVERING. I WILL BE



Consider installation of red curb in front of 1841 Juarez Street.



Driveway at 1836 Juarez Street



Area of requested red curb in front of 1841 Juarez



Traffic Advisory Committee Request Application

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Name: Jason Hale Date: 8/4/22
Address: 700 Amador Ave Phone: [REDACTED]

Type of Request (check all that apply):

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

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: We would like to add a driveway to 700 Amador Ave.
The home has a (very narrow) garage so we
understand this driveway will be considered a 2nd one.
We would like the driveway to be located on Amador
(see attached pics in the email) which would be at
least 100 ft from the garage. There are three people
who live at Amador so we would actually be freeing
up a street space with the addition of this driveway, our
plan is to park three cars in the driveway.
Also, in case it matters, the garage does not have a
driveway. Thank you so much for your consideration.

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

TAC REQUEST PROCEDURE

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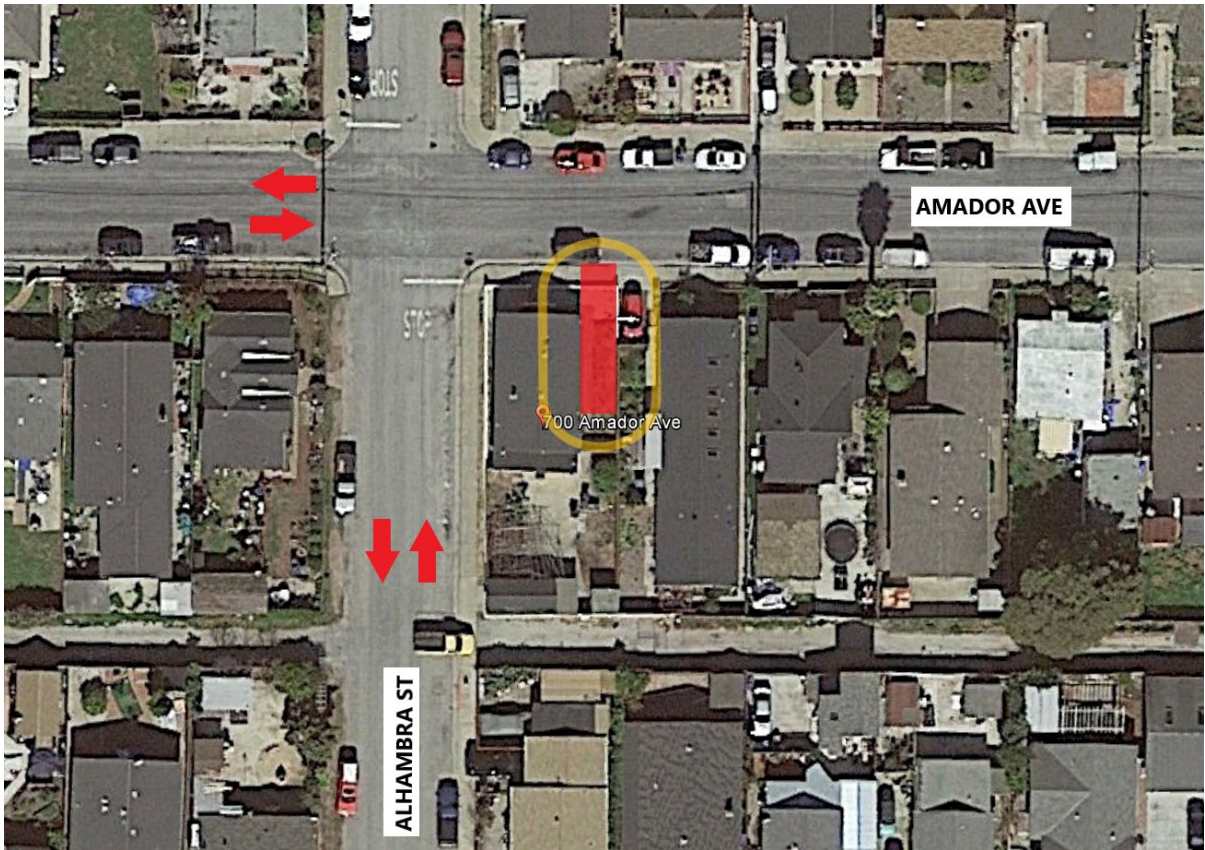
PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

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


Applicant Signature

8/4/22
Date



Install an additional driveway approach for 700 Amador.



Area of requested driveway approach for 700 Amador.



Front of residence off Amador.



Existing, non-conforming driveway approach on Alhambra.



Side of residence off Alhambra