



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, January 19, 2023

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
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	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. RECOGNITION OF ROBERTA GREATHOUSE FOR DEDICATED SERVICE AS HUMAN RESOURCES DIRECTOR/RISK MANAGER (ASHLEY COLLICK, ASSISTANT CITY MANAGER)

B. REVIEW OF UPCOMING CITYWIDE EVENTS (ASHLEY COLLICK, ASSISTANT CITY MANAGER)

C. RECREATION DEPARTMENT'S 2022 YEAR IN REVIEW (DAN MEEWIS, RECREATION DIRECTOR)

D. AUTOMATED LICENSE PLATE READERS AND SHOT DETECTION SOFTWARE TO ENHANCE PUBLIC SAFETY (NICK BORGES, POLICE CHIEF)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JANUARY 5, 2023

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE PROCLAMATION RECOGNIZING BLACK HISTORY MONTH 2023

RECOMMENDATION: Proclaim February 2023 as Black History Month in the City of Seaside.

C. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR 2023 SEASON, AND AUTHORIZE WAIVING THE FEES ASSOCIATED WITH THE USE OF THE FIELDS

RECOMMENDATION: Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of Soper, Rubio, and Cutino baseball fields for the 2023 season, including the fee waiver for field use and lighting fees.

D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SEASIDE HOUSING L.P. FOR ELECTRIC SERVICE FOR THE DEL MONTE MANOR DRAINAGE PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with Seaside Housing L.P., allowing the City of Seaside to install an electrical connection to the multifamily residential building at 1442 Yosemite Street, part of the Hamilton, Ellis & Martin Plaza.

E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH PARISI TRANSPORTATION CONSULTING FOR AN AMOUNT NOT TO EXCEED \$100,610.00 TO PROVIDE HILBY AVENUE PRELIMINARY TRAFFIC CALMING PLAN, AND APPROPRIATING \$115,701.50 FROM SB1 FUND BALANCE TO THE PROJECT BUDGET

RECOMMENDATION: Adopt a resolution authorizing a professional service agreement with Parisi Transportation Consulting for an amount not to exceed \$100,610.00 to provide the Hilby Avenue Preliminary Traffic Calming Plan and appropriating \$115,701.50 from the SB1 fund balance to the Project budget.

F. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO PROVIDE ADDITIONAL ON-CALL TRANSPORTATION ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000.00 AND APPROPRIATING \$50,000.00 TO THE BUDGET FROM THE SB 1 FUND BALANCE

RECOMMENDATION: Adopt a resolution authorizing an amendment to the professional services agreement with Parisi Transportation Consulting to provide additional on-call transportation engineering services for an amount not to exceed \$50,000.00 and appropriating \$50,000.00 to the budget from the SB 1 fund balance.

G. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF AND WHEELER TO PREPARE A WATER SYSTEM MASTER PLAN FOR SEASIDE MUNICIPAL WATER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$88,000.00

RECOMMENDATION: Adopt a resolution authorizing a professional services agreement with Schaaf and Wheeler to prepare a water system master plan for Seaside Municipal Water System for an amount not to exceed \$88,000.00.

H. ADOPT A RESOLUTION APPROPRIATING \$6,200.00 FROM THE GENERAL FUND TO SUPPLEMENT THE BUDGET FOR THE TRAIL MAINTENANCE STRATEGY AND ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

RECOMMENDATION: Adopt a resolution appropriating \$6,200.00 from the general fund on behalf of the Laguna Grande Joint Powers Agency to supplement the budget for the Trail Maintenance Strategy and Environmental Review for the Laguna Regional Park.

I. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE ENGINEERING SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$13,100.00

RECOMMENDATION: Adopt a resolution authorizing an amendment to the professional services agreement with Kimley-Horn to provide engineering support services for an amount not to exceed \$13,100.00

J. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA STATE HIGHWAY SAFETY IMPROVEMENT PROGRAM FOR DEVELOPMENT OF A LOCAL ROADWAY SAFETY PLAN

RECOMMENDATION: Adopt a resolution to apply for grant funds from the California State Highway Safety Improvement Program for the Local Roadway Safety Plan.

K. ADOPT A RESOLUTION APPROVING THE PART-TIME, TEMPORARY, AND SEASONAL EMPLOYEES SALARY SCHEDULE EFFECTIVE JANUARY 1, 2023

RECOMMENDATION: Adopt a resolution increasing the City's part-time, temporary, and seasonal employees salary schedule for selected positions in order to offer market-competitive salaries and compaction issues with the new state minimum wage that took effect January 1, 2023.

L. ADOPT RESOLUTION RATIFYING DECLARATION OF LOCAL EMERGENCY DUE TO THE 2022-2023 ATMOSPHERIC RIVER STORMS

RECOMMENDATION: Adopt a resolution ratifying a declaration of Local Emergency.

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

RECOMMENDATION: Approve report as presented in the agenda packet.

N. APPROVE CO-SPONSORSHIP OF SUSTAINABLE SEASIDE'S 2023 SUSTAINABLE SEASIDE EARTH DAY CELEBRATION AND ELECTRIC VEHICLE TEST DRIVE/DEMO FAIR AT SEASIDE CITY HALL LAWN ON APRIL 23, 2023

RECOMMENDATION: Approve a request from Sustainable Seaside to co-sponsor their Seaside Earth Day Celebration and Electric Vehicle Test Drive/Demo Fair on the City Hall Lawn, on April 23, 2023, from 1:00 p.m. to 4:00 p.m. Approval of this item will result in a waiver of all fees and staff costs in the approximate amount of \$3,026.00.

O. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 14, 2023

RECOMMENDATION: Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall and kitchen to hold their Diwali Celebration Night in the amount of \$675.00, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25 and purchase the City's insurance of \$117.00.

P. APPROVE A CO-SPONSORSHIP AND FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY, INC. FOR USE OF OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2023: A HEALTH CONFERENCE AND THE ANNUAL JABBERWOCK PAGEANT & YOUTH ON PARADE EVENT

RECOMMENDATION: Approve a request from the Delta Sigma Theta Sorority for co-sponsorship and a fee waiver for the costs associated with their Annual Health Conference that will be on Saturday, March 4, 2023 and the annual Jabberwock Pageant & Youth on Parade event that will be on Saturday, April 22, 2023, in the amount of \$1,776.25.

Q. APPROVE A FEE WAIVER REQUEST FROM THE LEAGUE OF UNITED LATIN AMERICAN CITIZENS (LULAC) COUNCIL NO. 2895 FOR THE USE OF A MEETING ROOM AT THE OLDEMEYER CENTER

RECOMMENDATION: Approve a request from the LULAC Council No. 2895 for a fee waiver of \$407.00 for the room rental fees at the Oldemeyer Center for their monthly organization meetings from February 2023 to December 2023.

R. APPROVE A FEE WAIVER FROM MONTEREY PENINSULA RAMAYAN MANDALI FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI NIGHT EVENT ON OCTOBER 21, 2023

RECOMMENDATION: Approve the fee waiver request from the Monterey Peninsula Ramayan Mandali for the use of Laguna Grande Hall and kitchen to hold their Diwali Celebration Night in the amount of \$393.75, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25 and purchase the City's insurance of \$117.00.

9. BUSINESS ITEMS

A. PROJECT OVERVIEW AND CONSTRUCTION SCHEDULE FOR THE GRAND HYATT HOTEL ON THE SEASIDE RESORT PROJECT AREA

RECOMMENDATION: Recieve presentation of the project and construction schedule for the Grand Hyatt Hotel on the Seaside Resort Project area.

B. ADOPT A RESOLUTION TO ESTABLISH A RESIDENTIAL PARKING PROGRAM ON PROPERTY OWNED BY THE CITY OF SEASIDE AND RESERVING THIRTY-SIX (36) RESIDENTIAL PARKING SPACES FOR USE BY NEW MIXED USE DEVELOPMENT WITHIN THE WEST BROADWAY URBAN VILLAGE AND AUTHORIZE THE CITY MANAGER TO IMPLEMENT THE PROGRAM

RECOMMENDATION: Adopt a resolution establishing Municipal Parking Lots 1 and 2 within the West Broadway Urban Village specific planning area and reserve a minimum of thirty-six (36) residential parking spaces to support new residential development within the West Broadway Urban Village planning area.

C. REVIEW AND CONSIDER MEALS ON WHEELS, BUILDING HEALTHY COMMUNITIES, AND SNIP BUS FOR FUNDING SUPPORT

RECOMMENDATION: Provide direction regarding funding requests for a. Meals On Wheels, b. Building Healthy Communities, and c. Snip Bus. Staff recommends the Council review each organization's request and determine their level of funding.

Funding recommendation options include:

1. Distribute \$50,000 of unallocated Community Social Services Grant funding between the three organizations.
2. Fully funding each request using \$50,000 of unallocated funding from the Community Social Services grant and securing additional revenue as directed from the general fund.
3. Fund each organization at a level the Council deems appropriate.

10. COUNCIL MEMBER REQUESTS

A. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

1. Consider a downtown revitalization plan to increase business occupancy and restaurants, and address blight issues (Miller)

B. NEW COUNCIL MEMBER REQUESTS

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

12. 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. CONFERENCE WITH LEGAL COUNSEL - PURSUANT TO GOVERNMENT
CODE SECTION 54956.9**

Potential Litigation (Two Matters)

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

PROPERTY: McClure Way - Seaside Golf Course
AGENCY NEGOTIATOR: City Manager, City Attorney, etal.
NEGOTIATING PARTIES: Seaside Hotel Resort, LLC.
UNDER NEGOTIATION: Price, Terms of Payment, or Both

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

PROPERTY: 1561-1571 Del Monte Avenue
NEGOTIATORS: City Manager and City Attorney, etal.
NEGOTIATING PARTY: Foothill Partners, LLC
UNDER NEGOTIATION: Price, Terms of Payment, or Both

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 2, 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

flock safety

Let's defeat crime together

Help your city reduce crime with cameras that see like a detective

"Flock Safety made my job easy. The system was up and running in just a few weeks, and has proven to help our police department find the evidence to solve more crime."

City Manager in Ohio

Flock Safety provides an affordable, infrastructure-free automatic license plate reading (ALPR) camera system for cities who want to reduce crime within a principled framework. Unlike traditional ALPR, Flock uses Vehicle Fingerprint™ technology to transform hours of footage into a searchable database to find the single piece of evidence needed, even when a license plate isn't visible.

Not your average security cameras

Infrastructure-Free and Discreet Design

With solar power and LTE connectivity, we can install the devices almost anywhere. And the beautiful design means it will blend in with your city's aesthetic.

Safety-as-a-Service

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the city council.

Vehicle Fingerprint Technology

Your officers can find vehicle evidence by vehicle type, make, color, license plate state, missing and covered plates, and other unique features like bumper stickers, decals, and roof racks.

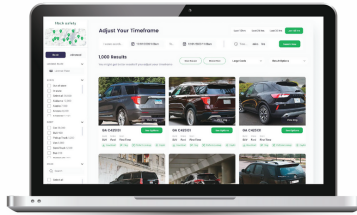


Join 2500+ cities using Flock Safety to eliminate crime



Detect

objective evidence your police need to solve crime



Decode

footage with machine learning so your police can investigate



Deliver

real-time alerts to police if a wanted or stolen vehicle drives by

Public Safety Technology Built with Principles

You own the footage

We won't share it or sell it. It's 100% yours for your law enforcement to use to solve crime.

Protect resident privacy

All data automatically deletes by default every 30 days on a rolling basis and is encrypted with AES-256 encryption.

Promote transparency and accountability

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and proactively provides an audit report to city leadership.

Clear pricing and infrastructure free

\$2500 per camera / year. All the footage is stored in the cloud at no additional fee and there are no hidden costs.

Protect the Whole Community

It takes all community members working together to eliminate crime, which is why we created a public-private partnership that enables businesses, neighborhoods, schools, and others to partner with your city and police department to build your network.

Learn More:



"Flock Safety continues to enhance and help our police department capture these vehicles and return the assets to their owners."

-Council member Josh McCurn of Lexington, KY



About Automatic License Plate Readers (ALPR)

The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw [even more homicides](#) in 2021.

One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive - ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative - ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

Is ALPR effective ?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.

ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

ALPR Use Cases Include:

- **AMBER Alerts:** License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [[New information released about 1-year-old's kidnapping](#)]
- **Silver Alerts:** Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [[Missing man with dementia found using Flock camera](#)]
- **Firearm violence:** The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw violent crime decrease by 22% in 2021 compared with the first nine months of 2019. Fort Worth Police attributed this drop partially to the license plate reader system implemented in the neighborhood during the same period of time. [[Crime is down 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer](#)]
- **Organized theft:** Grafton, a growing village with a bustling retail district, is dealing with increased organized retail theft – Two-thirds of all the crimes reported to Grafton police in 2020 were retail thefts. Grafton Police have implemented a license plate reader system to identify vehicles that have been involved in thefts or have been stolen themselves. In one week alone, they recovered three stolen vehicles with drivers planning to engage in retail theft. [[Losses mount as retailers fight theft rings, accuse online storefronts of doing little to stop resale of stolen goods](#)]

Case Studies

Castle Rock PD

According to C-MATT, Castle Rock was the only Metro-Denver City to reduce auto-theft (with a 25% reduction) in 2020 - 2021, they were also the only Flock Customer

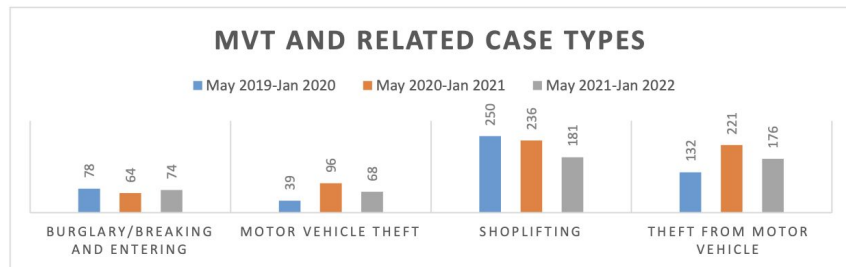
Flock hits resulting in the recovery of a stolen vehicle or eluding:

- 27% resulted in the recovery of other stolen property
- 29% led to the seizure of illegal drugs (966.3 grams)
- 8 guns recovered/seized
- 79 warrants served
- 30% involved a VCT (29 times)
- 5% led to a pursuit and 24 vehicles eluded

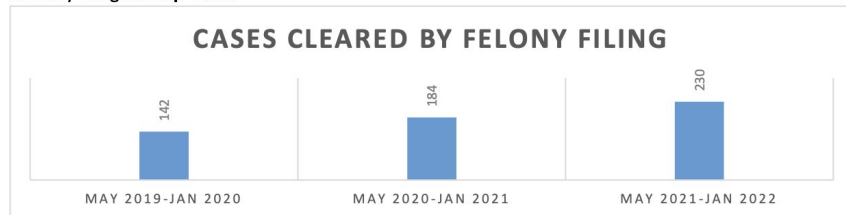
In the last 9 months there have been **360 calls for service** mentioning "LPR" in the call notes. Flock facilitated the recovery of **65 stolen vehicles**.

Compared to the same time frame last year...

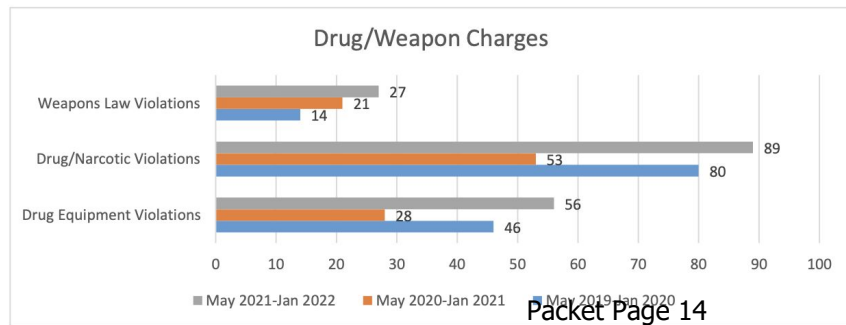
...vehicle trespasses are **down 20%** and motor vehicle theft is **down 29%**...



...felony filings are **up 25%**...



...and drug/weapon charges are up a combined **69%**.



CASE STUDY *Long Term Results*



Vacaville PD



Vacaville, CA

33%

Decrease in
Reported
Vehicle Thefts

35%

Increase in
Arrests related
to Vehicle
Thefts

2x

Requested
increase in #
of cameras

**Less Vehicle Thefts are
happening in Vacaville, and
more of them are getting solved**

Fire apprenticeship, expanded license plate reader
program among budget requests

- The Reporter

**“Word has gotten out about
these ALPR programs, and
folks that are in the business
of stealing cars will typically
do a little bit of research and
find out that a city that has an
ALPR program they then want
to avoid”**

-Chief Ian Schmutzler

CASE STUDY: Lexington PD



Lexington PD



Lexington, KY

In 3 months with 25 Falcons, the Lexington PD had the following outcomes...

Total value of recovered vehicles:
\$861,025.00

Total of Success Stories:
98

NCIC Stolen Vehicles:
57

NCIC Warrant:
2

Investigative:
26

NCIC Missing Person:
4

Warrants/Subpoenas Served:
55

Missing Persons Recovered:
11

Guns Seized:
25

of Charges:
246

of Persons Charged:
97

CASE STUDY: Long Term Crime Reduction



CCPD



Cobb County, GA

“[We’re] able to react to crimes in progress with actionable evidence obtained quickly and effortlessly by Flock Safety.”

- Chief VanHoozer

Cobb County drops crime by 60% w/ help of tech

- Fox 5 Atlanta

215 Beat

64% Entering Auto

63% Non-Res Burglary

Precinct 2

35% Entering Auto

40% Robbery

	5 Yr Avg	2018	2019	'18 -> '19 % Change
Robbery	29	23	11	-52%
Res Burglary	59	34	27	-21%
Non-Res Burglary	23	27	10	-63%
Entering Auto	147	138	50	-64%
Theft	135	160	150	-6%
Vehicle Theft	55	52	45	-13%

Crime reduction prevention

Flock ALPR



Perth Amboy PD



Perth, NJ

- Results with 6 months of Flock Safety
 - 7 stolen vehicle recoveries
 - 3 stolen plate recoveries
 - 8 fictitious recoveries
 - 10 arrests
 - Assisted with 30 separate investigations for SIU
- In a NYC subway shooting in April of 2022, Flock Safety cameras captured the U-Haul used by the suspect of the shooting, helping detective establish a timeline and location of the suspect that morning prior to the shooting

[Suspect Brooklyn subway shooter indicted on two federal counts, including terror charge](#)



CASE STUDY: *Violent Crime Reduction*



Dayton PD



Dayton, Ohio

**Before Flock Safety,
crime in Dayton was 2.1X the
national average.***

**Result: 46% reduction in
violent crime within target
area after 6 months**

Problem

- Violent and non-violent crime on the rise
- Community members feel unsafe

Goals

- 29 strategically placed LPR cameras to capture evidence that solves crimes
- Proactively reduce crime to increase quality of life

CASE STUDY: Long Term Results



Gwinnett County PD - Central Precinct



Gwinnett County, GA

Central Crime Statistics Comparisons 2020 to 2021

Crime Type	2020	2021	Difference	+/- Percentage
Homicide:	17	10	-7	-41%
Robbery:	135	109	-26	-19%
Aggravated Assault:	259	229	-30	-12%
Aggravated Battery	26	16	-10	-38%
Residential Burglary:	226	204	-22	-10%
Commercial Burglary	190	120	-70	-37%
Entering Autos:	1097	947	-150	-14%
Motor Vehicle Theft:	375	345	-30	-8%

“2021 is the first time in six years that they have had under 1,000 entering autos.”



CASE STUDY *Long Term Results*



San Marino PD



San Marino, CA

70%

Decrease in
residential
burglaries

19%

Decrease in
part 1 crimes

36%

Requested
increase in #
of cameras

**As the number of
cleared cases
increases, crime
correspondingly
decreases.**

**Police Chief and City Council Attribute
Crime Decrease to More Cases Cleared
With LPR Cameras**

30-Day ROI with Flock Safety



WPD



Wichita, Kansas

First Camera Installed

November 5, 2020

49 Arrests Made

November 30, 2020

53 Stolen Vehicles, 32 Stolen Plates Recovered

December 4, 2020

11 Stolen Vehicles Recovered

November 6, 2020

\$496,000 reached in Vehicle Recoveries

December 1, 2020

CASE STUDY *Results*



Wichita, KS PD

197	vehicles recovered
88	stolen plates
\$1.9M	in vehicle recoveries
211	arrests, mostly felonies
28	guns seized
1 lb+	of meth
5 lbs+	of marijuana and other
drugs	

"One of the most impactful technologies we've ever had, period."

"Flat out solving unsolvable crimes because of it."

"Systemic type of positivity about Flock."

-Lt. Casey Slaughter

**Stats are from November 2020 - May 2021*

Case Study: Auto Theft



Yakima, PD



Yakima, WA

- Avg # of Recovered Vehicles is 58.5 per year (past 4 years)
- Since Flock went live (69 days ago) it has gone up to **89 recovered stolen vehicles**
- Average rate of recovered stolen vehicles over past 4 years is 55.6% since Flock went live it has gone up to 78.76%
- Flock led to 8 arrests in 69 days



Yakima Police Department

Flock Monthly Report: May 2022



Analysis based on data from the past 30 days
(May 16th, 2022- June 14th, 2022)

22 Cameras went live **69** days ago

Flock has assisted in **8** Arrests!

Flock Hits:

- 68** Stolen Vehicles
- 28** Stolen Plates
- 06** Violent Persons
- 03** Missing Persons
- 07** Gang Hits
- 02** Wanted Suspects

*Note: This data relates to the license plates reported as belonging to/associated with the above categories

- Average number of recovered stolen vehicles over the past 4 years is 58.5
- Number of recovered stolen vehicles since Flock went live is 89

(**52.14%** increase in the number of recovered stolen vehicles since Flock went live)

Flock Assists:

May 6th, 2022- Weapons Offense- Brandishing Firearm/Death Threats- located suspects vehicle.

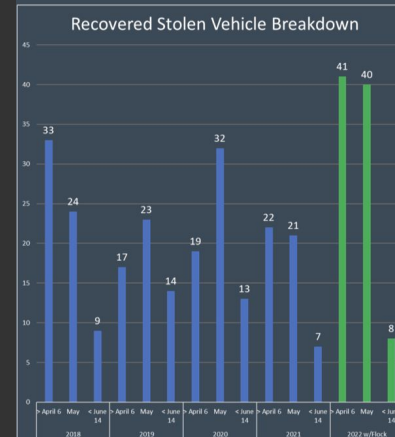
May 29th, 2022- Kidnapping/Auto theft- located stolen vehicle

May 30th, 2022- Weapons Offense- located stolen car, suspect fled when approached by officers, suspect fired at officers

The average rate of recovery of stolen vehicles over the previous 4 years, looking at recovery rates, is 55.6%

Since YPD started using Flock Cameras, the 2022 vehicle recovery rate went up to 78.76%

(**23.18%** increase in the number of recovered reported stolen vehicles since Flock went live)



Automated License Plate Readers (ALPRs)

428.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

428.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Vallejo Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Support Services Bureau Commander. The Support Services Bureau Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

428.2.1 ALPR ADMINISTRATOR

The Support Services Bureau Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

428.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.

Automated License Plate Readers (ALPRs)

- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

428.4 DATA COLLECTION AND RETENTION

The Support Services Bureau Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

428.5 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Vallejo Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

Automated License Plate Readers (ALPRs)

428.6 POLICY

The policy of the Vallejo Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

428.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Support Services Bureau Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

428.8 TRAINING

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).



Seaside Police Department

License Plate Readers (LPR) & Shot Detection

What is a License Plater Reader Camera?



- LPR is a fixed camera that captures:
- License plates
- Dates/Time
- Location
- Vehicle Details (type color) dents/stickers, etc.
- Alerts Law Enforcement of crime vehicles (stolen cars, wanted vehicles) LE can submit crime plates
- Does not capture occupants / retention of 30 days in cloud / Seaside PD own all data and FS does not share data

What is Shot Detection?

- A sensor device that can detect gunshots to a near precise location in real-time
- Covers 1 square mile (program can be expanded if needed)

Technology in the works:

- Fireworks
- Broken Glass
- Screeching tires

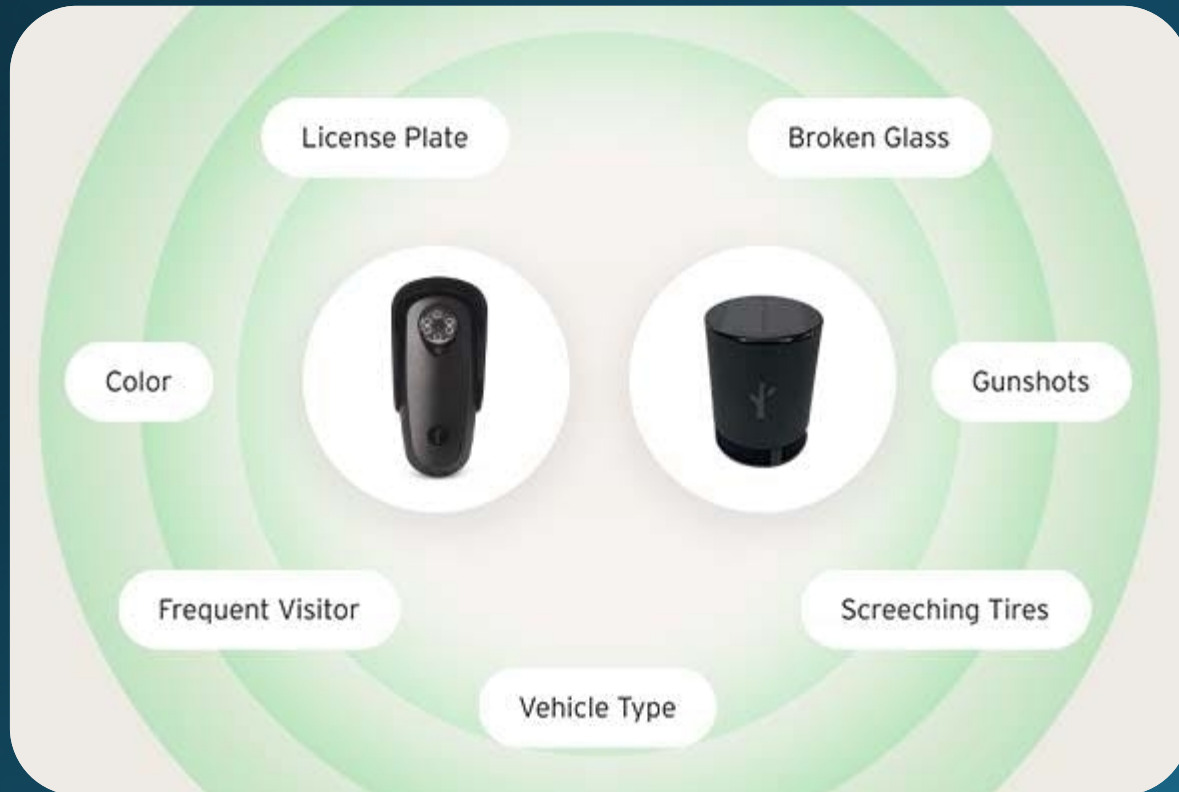


Community Need

- Seaside's history / 2 Recent shootings
- Dangerous and Criminal behavior
- Deter criminal conduct
- Increase solvability rate
- Quicker response
- Peninsula sharing / partnership
- Flock Safety actively working on fireworks, glass breaking & screeching tires technology



Research and Benefits



- 3 bids / Flock Safety is only company that has LPR and shot detection technology in a sole source format
- Cost efficient
- Community dashboard
- Residential interactive sharing
- Flock Safety handles all installation
- Sync's with our evidence software
- Not used for matters that do not include dangerous and/or criminal conduct

Cost / Funding

- LPR Camera (\$2,500) 25 \$62,500
- Shot Detection (\$25,000 per sq mile)
- Total Startup cost year 1: \$105,650 (includes install costs)
- Annual costs \$90,000
- Funding source SLESF grant to cover startup cost and annual subscription. (\$145,000 per year awarded on average)



Goals



- Prevent violent crime
- Increase response time
- Increase case solvability
- Assertively address criminal acts
- Pin point illegal Fireworks
- Reduce dangerous driving
- Deter criminal conduct
- Investigate in an objective manner (remove human bias)
- Peninsula sharing to reduce crime regionally
- Supported by internal policy

Questions / Comments?





DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, January 5, 2023
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was given by Pastor Ronald Britt (Greater Victory Temple Church). The pledge was led by Mayor/Chair Oglesby.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Diane Nielson, Pastor Ronald Britt

City Attorney Damon, City Manager Fontes, and Mayor Oglesby responded to public comments regarding illegal fireworks.

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, Director, Division 1 – Monterey Peninsula Water Management District. Reported that a lawsuit was filed against Cal-Am. Director Edwards also informed the City Council that a joint lawsuit was filed against the Coastal Commission with Marina Coast Water District, City of Marina, and Marina Sustainable Basin & MPWMD regarding the Pure 1 Water expansion; and a modification complaint was filed with the California Public Utilities Commission, stating that after 2 years of negotiation with Cal-Am – Cal-Am now refuses to sign. A status on the aquifer storage was provided and recovery 65.3 acre fee of water injected. Director Edwards thanked the City Council and staff for the Seaside Municipal Water System webinar that was held on December 29; reported that the presentation was outstanding and well done.

7. PRESENTATIONS

A. REVIEW OF UPCOMING CITYWIDE EVENTS

Assistant City Manager Ashley Collick provided the presentation; Fire Chief Mary Gutierrez provided a stormy weather update and responded to questions from the Council.

City Manager Fontes advised that the Governor declared a State of Emergency due to the weather.

B. FIRE STATION MURAL FINAL SELECTION (KEE HYON HIGGINS, RECREATION SUPERVISOR)

Mr. Higgins provided the presentation and responded to questions and comments from the Council.

8. CONSENT AGENDA

Mayor/Chair Oglesby read the Consent Agenda items. Item 8G was pulled by Council/Agency Member Miller. Item 8J was pulled by Mayor/Chair Oglesby. Council/Agency Member Miller voiced his support for Items 8H and 8I. There were no comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco 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 as presented.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM DECEMBER 15, 2022

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED AND FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED AND FILED

D. REVIEW OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 23-24 FOR THE PERIOD JULY 1, 2023 – JUNE 30, 2024, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

ACTION: REVIEWED

E. ADOPT A RESOLUTION MODIFYING THE POSITION ALLOCATION LIST TO ADD THE CLASSIFICATION OF ASSISTANT PUBLIC WORKS

DIRECTOR

ACTION: ADOPTED RESO #23-01

- F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATION FOR THE SCHOOL AREA REDUCED SPEED ZONES PROJECT, AWARDING A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR AN AMOUNT NOT TO EXCEED \$76,425.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$90,000.00, AND APPROPRIATING \$12,000.00 FROM MEASURE X FUND BALANCE TO THE PROJECT**

ACTION: ADOPTED RESO #23-02

- G. ADOPT A RESOLUTION APPROVING AN APPROPRIATION OF \$100,000.00 TO THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FOR ADDITIONAL UNFORESEEN REQUIRED WORK, AND APPROVING \$100,000.00 IN ADDITIONAL CONTINGENCY TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY PENINSULA ENGINEERS, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$435,346.00**

Item was pulled by Council/Agency Member Miller. City Manager Fontes and Public Works Director/City Engineer Nisha Patel responded to questions from the Council.

There were no comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the appropriation of \$100,000.00 to the Noche Buena Street Emergency Storm Drain Improvements Project for additional unforeseen required work, and approving \$100,000.00 in additional contingency to the agreement for contractor services with Monterey Peninsula Engineers, Inc. for a total construction amount that does not exceed \$435,346.00.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-03

- H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS SOCCER**

ACTION: APPROVED

- I. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL GIRLS SOCCER**

ACTION: APPROVED

J. APPROVE A FEE WAIVER REQUEST FROM SAND CITY PAJARO VALLEY OHLONE COUNCIL FOR THEIR "RED DRESS DAY - HONORING INDIGENOUS WOMEN" EVENT ON MAY 06, 2023

Recreation Director Dan Meewis and Sand City Mayor Mary Ann Carbone was available to answer questions from the Council.

Public Comment: Sand City Mayor Mary Ann Carbone, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve a fee waiver request from Sand City Pajaro Valley Ohlone Council for their "Red Dress Day – Honoring Indigenous Women" event on May 06, 2023.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

K. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF AND WHEELER TO PROVIDE STAFF SUPPORT INCLUDING ACTING CITY ENGINEER SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,000.00

ACTION: ADOPTED RESO #23-04

L. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALIFORNIA-AMERICAN WATER COMPANY REGARDING USE OF STORED WATER CREDITS FOR ASCENT BROADWAY PROJECT AND TO REVISE THE REIMBURSEMENT AGREEMENT WITH CRUACHAN CAPITAL

ACTION: ADOPTED RESO #23-05

9. PUBLIC HEARING

A. APPROVE AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO PROVIDE SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) FOR LOCAL MISCELLEANOUS MEMBERS IN THE SEASIDE MANAGEMENT AND SUPERVISORY EMPLOYEES' ASSOCIATION, UNREPRESENTED

EXECUTIVE MANAGERS, UNREPRESENTED CONFIDENTIAL EXEMPT EMPLOYEES, AND UNREPRESENTED UNCLASSIFIED EXEMPT EMPLOYEES, AND LOCAL SAFETY MEMBERS IN THE UNREPRESENTED EXECUTIVE MANAGERS GROUP (SECOND READING - ROLL CALL VOTE)

Acting Human Resources Director Samantha Alcaraz-Sakhrani was available to respond to questions from the Council.

There were no comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following roll call vote, City Council/Successor Agency moved to adopt an Ordinance authorizing an amendment to the contract between the City of Seaside and the Board of Administration of the California Public Employees' Retirement System.

RESULT: 4-0-1-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: NONE

ABSTAIN: Miller

ABSENT: NONE

ACTION: ADOPTED ORD #2021

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE COMMUNITY SOCIAL SERVICES GRANT FUNDING RECOMMENDATIONS

Assistant City Manager Collick provided the presentation and responded to questions from the Council. Accolades from Mayor Pro Tem Pacheco & Mayor Oglesby

Public Comment: Rosalyn Green, Youth Rising Participant, Kaia Saki, Sydney Johnson, Alysia Houston, Youth Rising Participant, Kelly Randall, YRP, Leslie, Evans Charles, Mark Gomez, Bobby Maxwell, Corrina Barger, Yesi Lobo, Brandon Carter, Jordi Casas-Reyes, Da'Ja Robinson, Annalisa Mitchell, Karla Lobo, Jessica Powell

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing the City Manager to execute contracts for the community social services grant program for Village Project (\$100,000), Community Partnership for Youth (\$100,000), Palenke Arts (\$100,000), Community Human Services (\$100,000), and Sun Street Centers (\$50,000); and removing Meals on Wheels from the Community Social Services Grant funding recommendations; and agreeing to discuss the funding options for Building Healthy Communities, Meals on

Wheels, and SNIP Bus at a future City Council meeting.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

Substitute motion by Council/Agency Member Garcia-Arrazola moved to adopt a resolution removing Meals on Wheels from the Community Based Organization list, keep Village project, Community Partnership for Youth, Palenke Arts, and Community Human Services but allocate \$90,000.00 to each, keep Sun Street Centers at \$50,000.00, as well as adding Building Healthy Communities and carried by the following roll call vote. – failed due to the lack of a second.

ACTION: ADOPTED RESO #23-06

Recess from 7:30 – 7:40 pm

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

Miller – Consider a revitalization to the downtown area using ARPA funds, finding tenants for vacant buildings, and addressing blight issues.

B. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

City Manager Fontes provided an update on the fence at the underpass of HWY 1 at Fremont Street – a request has been submitted to CALTRANS, staff is awaiting a response and will follow up accordingly.

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

Burks: attended Greater Victory Temple Church (GVT) & Bakewell Co. gift giveaway with Seaside Fire Department (FD) & Police Department (PD); ride along with Michelle Overmeyer of Monterey-Salinas Transit routes; meet and greet with Seaside Police Department and went on a ride along; participated in Older Adults New Year Celebration at Oldemeyer Center.

Garcia-Arrazola: attended California State University Monterey Bay Presidents reception; Christmas Senior Dance; GVT & Bakewell Co. gift giveaway with Seaside FD & PD; Older Adults New Year Celebration at Oldemeyer.

Pacheco – attended Hamilton, Ellis, Martin (HEM) Plaza Christmas party for youth; GVT & Bakewell Co. gift giveaway with Seaside FD & PD; Older Adults New Year

Celebration at Oldemeyer; attended Bethel Church food basket giveaway.

Mayor - attended GVT & Bakewell Co. gift giveaway with Seaside FD & PD (thanked Pastor & First Lady Britt for hosting); acknowledged the renaming of the Seaside High School library in honor of Helen Rucker; attended Employee Christmas Party; Special Local Agency Formation Commission meeting – took 2nd vote on housing development in Soledad; HEM Christmas party/gift giveaway (thanked Lisa Lewis and the Board & Management Team); gift giveaway at Teen Center (thanked Ted Black and Recreation Director Dan Meewis), attended Bethel Church food basket giveaway; chaired the Veterans Issues Advisory Committee meeting; thanked the first responders and public works for their response to the storm event.

13. CLOSED SESSION

City Attorney Damon read the closed session items and did not anticipate a read out. There were no comments from the public on closed session items.

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

Committee v. City of Seaside, et al.
Monterey County Superior Court
Case: 20CV002326

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

Potential Litigation (2 Matters)

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

People v. Arzadon
Monterey County Superior Court
Case: 20CV003118

Upon return from closed session, City Attorney Damon did not have any announcements to report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 8:19 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: January 19, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING BLACK HISTORY
MONTH 2023**

RECOMMENDATION

Proclaim February 2023 as Black History Month in the City of Seaside.

BACKGROUND

Black (or African American) History Month celebrates the many achievements and contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our nation's history.

The City of Seaside embraces its diversity and acknowledges the invaluable contributions of its African American residents and visitors to our economic, cultural, spiritual, and political development.

A commemorative flag observing Black History Month will be flown at City Hall and Oldemeyer Center from February 1 to February 28, 2023.

FISCAL IMPACT

None

ATTACHMENTS

1. Black History Month Proclamation
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Black History Month February 2023

WHEREAS, each February, National Black History Month serves as both a celebration and a powerful reminder that Black history is American history, Black culture is American culture, and Black stories are essential to the ongoing story of America's – faults, struggles, progress, and aspirations; and

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and

WHEREAS, shining a light on Black history today is as important to understanding ourselves, country and growing strong as a City; and

WHEREAS, the City of Seaside embraces its diversity and acknowledges the invaluable contributions of its African American residents and visitors as we celebrate Black History Month; and

WHEREAS, the City of Seaside was incorporated on October 13, 1954, on November 12, 1954, Richard Joyce and Jack Simon and others formed the first African American political caucus named the Civic Voters League, and later Ewaller James and Morris McDaniel and others formed the Citizens League for Progress; and

WHEREAS, in any thriving community, faith-based leaders have and must continue to play a vital role promoting civil rights through political activists, Monterey Peninsula Ministerial Alliance has done that. Leaders including, but not limited to, the founder Pastor Rev. Dr. Herbert Hoover Lusk Sr., Pastor G. E. Ellis, Pastor U. S. Metters, Pastor G. E. Hooks, Pastor Richard Nance Jr., Pastor C. Lewis McFadden, Pastor Rev. Dr. Welton McGee Sr., Pastor J. Spearman, Pastor Raymond Martin Jr., Pastor E. B. Stewart, Pastor S. R. Martin, and Bishop Wilbur Wyatt Hamilton; and

WHEREAS, civic minded individuals served in city government in many different roles including as Mayor: Oscar Lawson, Stephen Ross, Lance McClair, Don Jordan, Jerry Smith, and Ian N. Oglesby; as Councilmen: Monroe Jones (at the time one of only three black city councilmen in the state of California), Oscar Lawson, Theron Polite, Stephen Ross, Mel Mason, Darryl Choate, Ian N. Oglesby, Alvin Edwards, and Jon Wizard; and Councilwomen: Pearl Carey (Seaside first African American councilwomen and the first person in Monterey County of any color to serve on a committee of a national political party), Ira Lively (after serving as the first female Seaside police officer), Helen Rucker, and Kayla Jones; as City Managers: Stanley Hall, Charles McNeely, and Tim Brown; member

of the Seaside History Commission, Pope McDonald, and member of the Seaside Art Commission for 30 years, Sandra Gray, Walter Lee Avery for whom the City of Seaside Art Gallery is named; and

WHEREAS, ninety years ago, NAACP was established locally, advocating for the civil and human rights for all, benefiting from the serve of many including John and Lenora Bean, Mel Mason, Ruthie Watts, William Zeller, Regina Mason, Mary Claypool, Joe Watson, Josh Stewart, Yvonne Thomas, and current President Lyndon Tarver; and

WHEREAS, Seaside, as a model of racial and ethnic accord within a community with a reputation for championing civil and human rights, and was visited by national civil rights leaders including Dr. Martin Luther King, Jr., Rosa Parks, and Angela Davis; and

WHEREAS, African Americans have reached the highest level of local governance; 4th District Monterey County Board of Supervisor the late Jerry Smith, Mayor Tyller Williamson, the first African American elected as Mayor of Monterey, Ca., and Superior Court of Monterey County Judge Marla O. Anderson; and

WHEREAS, Seaside educator Dr. Charlie Mae Knight, who later became the first African American female California State Associate Superintendent of Instruction, spearheaded the 1966 to 1969 recruitment to the Monterey Peninsula Union School District (MPUSD) of more than 70 African-American teachers and administrators including Dr. Henry Hutchins, Helen Rucker, Dr. Bettye Lusk and Dr. Billy De Berry who later became the first African American MPUSD Superintendent. Those elected to the MPUSD Board of Trustees included Ira Lively the first African American female elected to the board in 1979, was also an adjunct professor at Monterey Peninsula College (MPC), Sam Brown, Helen Rucker, Dr. Bettye Lusk, and Alana Myles; with the on-going contributions of many educators including, but not limited to teachers Lucille Standifer, Willie McCain, Mattye Effie McNeal, Myrtle Duffel, and Dr. Marie Sweet; Principals Mae Johnson, Dr. Gwendolyn and Ty Laster; and Dr. Bettye Lusk; and

WHEREAS, African American served on the boards: of the Monterey Peninsula Community College District (MPC), the first African American Sherman Smith serving for 33-years (1964-1997 at the time the longest serving trustee in the state of California), Charles Brown, and the first African American female appointed to the board Rosalyn Green; the Monterey County Board of Education (MCOE) Warner Davis (1993-2007), Ian N. Oglesby, Byrl Smith, and Mary Claypool; and

WHEREAS, Seaside residents who contributed to the field of sports and became professional athletes included NFL Philadelphia Eagles footballers Ron Johnson, Anthony Toney, M. L. Carter, Rev. Dr. Herbert Hoover Lusk, II, Herman Edwards (played with the Eagles from 1977 to 1985) who then went on to become Head Coach for the Kansas City Chiefs, coach of the New York Jets, an ESPN analyst, and the former Head Coach for Arizona State University; and

WHEREAS, the National Pan Hellenic Council of Seaside, a coalition of African American sororities and fraternities, continues to organize events and provides scholarship money for youth throughout the Peninsula, and, beginning in 1986, Delta Sigma Theta Sorority, Inc. under the leadership of Bobbie McDaniel, partnered with the City of Seaside to establish the 1st Dr. Martin Luther King, Jr. (annual) city-wide march and celebration, and for the past 17 years has been supported by the NPHC Council with the coordination of Alice Jordan; and

WHEREAS, the Kiwanis Club of Seaside, formed in 1959, changed the face of Kiwanis by becoming the first predominately African American group, with Alice Jordan later serving as the first female African American Lt. Governor of Division 43 (the California, Nevada and Hawaii District); and

WHEREAS, a commemorative flag observing Black History Month will be flown at City Hall and Oldemeyer Center from February 1 to February 28, 2023;

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 proclaim February 2023, as Black History Month in the City of Seaside and recognize all the residents including ones who are not listed here, that have made an impact in the community and who work and serve to create more diversity, equality, and an inclusive, supportive Seaside for all, building on our historic legacy of racial diversity and on-going contributions to regions overall quality of life.

*Ian N. Oglesby, Mayor
February 2023*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 19, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR 2023 SEASON, AND AUTHORIZE WAIVING THE FEES ASSOCIATED WITH THE USE OF THE FIELDS

RECOMMENDATION

Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of Soper, Rubio, and Cutino baseball fields for the 2023 season, including the fee waiver for field use and lighting fees.

BACKGROUND

Seaside Pony Baseball & Softball was established in 2001 and has used City operated baseball fields with waived fees since its inception. The previous field use agreement, which covered the 2022 season, expired in August of 2022. The agreement includes provisions that Seaside Pony Baseball and Softball will perform "in lieu" services to help offset the revenues from field use fees that are not collected from Seaside Pony Baseball and Softball. The "in lieu" work includes daily field preparation, minor field maintenance at each field, addition of cinder mix to fields when needed, and trash/recycle pick up and disposal.

The Recreation Department received a request from Seaside Pony Baseball and Softball, dated November 22, 2023, for a facility use agreement and a fee waiver for field use, BBQ area use, and lighting fees. For the use of Soper, Rubio and Cutino fields for their 2023 season.

In addition to field use rental fees, there are "hard costs" associated with the maintenance of the fields and associated buildings. These costs are included in the fees

for field use. However, if the field use fees are waived, the hard costs that the City incurs need to be considered. City personnel are required to open and close restrooms at Soper, Rubio, and Cutino fields. The opening of the restrooms during the week is done during regular hours, and custodial staff close the restrooms on weeknights, and open/close them on the weekends. In addition, there is also the cost of cleaning supplies and the time it takes for staff to clean the restrooms at each of the fields. During the season there is also increased activity at each of the locations, which equates to more supplies being used on a daily basis.

FISCAL IMPACT

The fees waived under the Field Use Agreement would be as follows if Seaside Pony starts on the estimated start date of February 5, 2022.

Proposed fee waiver fees.

Estimated fees for Soper field usage - \$20,735.50

Estimated fees for Cutino field usage - \$12,528.00

Estimated fees for Metz/Rubio field usage - \$16,447.00

Estimated fees for light usage for Soper & Cutino - \$10,440.00

Estimated fees for BBQ area during tournaments at Soper - \$2,662.00

Total - \$62,812.50

Estimated "hard costs"

Staff hours for all three fields - \$8,970.00

Restroom Supplies - \$7,500.00

Total - \$16,470

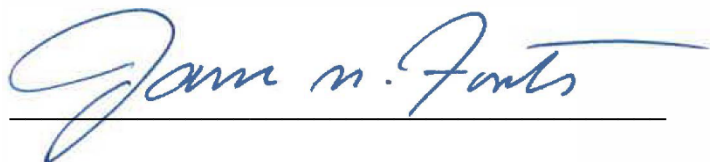
Total Fee Waiver - \$79,282.50

The estimated cost of "in lieu" services that Pony provides is between \$10,000-\$15,000. This is for volunteer hours for field maintenance and the materials associated with the maintenance, such as cinder mix, clay..etc.

ATTACHMENTS

1. 2023 Pony Fees
2. 2023_Pony_Facility_USE AGREEMENT
3. Facility Use Application

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2023 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3.5 hours per weekday. 12 hours on Saturdays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants.			
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Saturday, February 11, 2023	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Sunday, February 12, 2023			\$212.00	2		\$32.50	\$277.00				
Monday, February 13, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, February 14, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Wednesday, February 15, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, February 16, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Friday, February 17, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50				
Saturday, February 18, 2023	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Sunday, February 19, 2023			\$212.00	2		\$32.50	\$277.00				
Monday, February 20, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, February 21, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Wednesday, February 22, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, February 23, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Friday, February 24, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50				
Saturday, February 25, 2023	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Sunday, February 26, 2023			\$212.00	2		\$32.50	\$277.00				
Monday, February 27, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, February 28, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Wednesday, March 1, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00

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Friday, March 3, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50				
Saturday, March 4, 2023	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Sunday, March 5, 2023			\$212.00	2		\$32.50	\$277.00				
Monday, March 6, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, March 7, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Wednesday, March 8, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, March 9, 2023	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
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Friday, March 17, 2023	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				\$0.00
Saturday, March 18, 2023	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, March 19, 2023			\$212.00	1		\$32.50	\$244.50				
Monday, March 20, 2023	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
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Wednesday, March 29, 2023	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
Thursday, March 30, 2023	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
Friday, March 31, 2023	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
Saturday, April 1, 2023	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, April 2, 2023			\$212.00	1		\$32.50	\$244.50				
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Wednesday, May 24, 2023	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
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Wednesday, May 31, 2023	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
Thursday, June 1, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Friday, June 2, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
Saturday, June 3, 2023	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, June 4, 2023			\$212.00	1		\$32.50	\$244.50				
Monday, June 5, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, June 6, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Wednesday, June 7, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, June 8, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Friday, June 9, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2023 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3.5 hours per weekday. 12 hours on Saturdays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Saturday, June 10, 2023	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, June 11, 2023			\$212.00	1		\$32.50	\$244.50				
Monday, June 12, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, June 13, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Wednesday, June 14, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, June 15, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
Friday, June 16, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50				
Saturday, June 17, 2023	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, June 18, 2023			\$212.00	1	\$121.00	\$32.50	\$244.50				
Monday, June 19, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, June 20, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Wednesday, June 21, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, June 22, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Friday, June 23, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
Saturday, June 24, 2023	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, June 25, 2023			\$212.00	1		\$32.50	\$244.50				
Monday, June 26, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, June 27, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Wednesday, June 28, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, June 29, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Friday, June 30, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2023 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3.5 hours per weekday. 12 hours on Saturdays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Saturday, July 1, 2023	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, July 2, 2023			\$212.00	1	\$121.00	\$32.50	\$244.50				
Monday, July 3, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, July 4, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50				
Wednesday, July 5, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, July 6, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
Friday, July 7, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50				
Saturday, July 8, 2023	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, July 9, 2023			\$212.00	1	\$121.00	\$32.50	\$244.50				
Monday, July 10, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, July 11, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Wednesday, July 12, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, July 13, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Friday, July 14, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50				
Saturday, July 15, 2023	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, July 16, 2023			\$212.00	1	\$121.00	\$32.50	\$244.50				
Monday, July 17, 2023	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, July 18, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Wednesday, July 19, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, July 20, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2023 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3.5 hours per weekday. 12 hours on Saturdays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Friday, July 21, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				\$0.00
Saturday, July 22, 2023	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, July 23, 2023			\$212.00	1		\$32.50	\$244.50				
Monday, July 24, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Tuesday, July 25, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Wednesday, July 26, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
Thursday, July 27, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
Friday, July 28, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
Saturday, July 29, 2023	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
Sunday, July 30, 2023			\$212.00	1		\$32.50	\$244.50				
Monday, July 31, 2023	\$101.50	\$101.50	\$116.00	1		\$32.50	\$244.50	\$116.00	1	\$32.50	\$148.50
Total - 172 days		\$16,447.00	\$20,735.50	194.00	\$2,662.00	\$5,820.00	\$24,577.50	\$12,528.00	154	\$4,620.00	\$17,533.00
Amount requesting to be waived											
FIELDS	FIELD FEE SPRING	FALL BALL	TOAL FIELD USE	LIGHTS FEE	BBQ Area Fee	Hard Cost staff hours	Hard Cost Restroom Supplies	TOTAL			
METZ	\$16,447.00	\$0.00	\$16,447.00	\$0.00	\$0.00	\$2,990.00	\$2,500.00	\$21,937.00			
SOPER	\$20,735.50	\$0.00	\$20,735.50	\$5,820.00	\$2,662.00	\$2,990.00	\$2,500.00	\$34,707.50			
CUTINO	\$12,528.00	\$0.00	\$12,528.00	\$4,620.00	\$0.00	\$2,990.00	\$2,500.00	\$17,148.00			
	\$49,710.50	\$0.00	\$49,710.50	\$10,440.00	\$2,662.00	\$8,970.00	\$7,500.00	\$79,282.50			

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2023 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3.5 hours per weekday. 12 hours on Saturdays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total

**USE AGREEMENT
FOR
CITY OF SEASIDE FACILITIES**

This use Agreement is entered into this nineteenth day of January 2023, by and between the City of Seaside, a Municipal Corporation under the laws of the State of California hereinafter referred to as "CITY," and Seaside Pony Baseball & Softball (organization), hereinafter referred to as the "FIELD USER," for the purposes of establishing terms and conditions for the use of the City's various baseball facilities

1. PREMISES

CITY hereby agrees to permit FIELD USER to use the public areas of Metz Park (Rubio Field), Soper Field, and Cutino Park. All located within the Seaside, California.

2. USE OF FACILITY

- a. The parties hereto agree that FIELD USER shall have use of the premises hereinabove described for their 2023 season, commencing February 10, 2023, and ending July 31, 2023, subject to reservations made with the City of Seaside Recreation Services. FIELD USER is required to notify CITY in the event fields will not be used. Failure to notify the CITY of non use may result in a \$50 fee to recoup the cost for the City's staff time.
- b. FIELD USER shall provide the CITY with a monthly schedule identifying the day, time, and team name utilizing the fields to be posted at each field. The monthly schedule shall be submitted to the CITY on the 25th day of the month by completing the Field Usage Schedule (**Attachment 'A'**).
- c. CITY shall give as much notice as possible in the event that the fields will be unavailable due to conditions beyond its control.
- d. In accordance with the City's partnership with the Blue Zones Project of Monterey County, when operating the snack bar facilities at Soper and Rubio Fields, it is recommended that the FIELD USER provide an assortment of healthier food choices, with lower amounts of fat, sugar, and sodium. To accomplish this, FIELD USER is encouraged to:
 - i. Offer more fruits, vegetables, whole grains, and low fat and low calorie foods, including low fat dairy, lean protein sources and lower fat versions of condiments.
 - ii. Offer more minimally processed foods made or foods produced without added sugar and less sodium.
 - iii. Prepare foods using healthy cooking techniques such as baking, roasting, broiling, grilling, poaching, steaming, or stir frying instead of pan frying or deep fat frying to minimize added fat to the food prepared.
 - iv. Offer seasonal and local produce, when possible.
- e. FIELD USER is responsible for adhering to the requirements of the City's Environmentally Preferable Food Packaging rules ([Municipal Code section 8.60](#)) as it relates to the operation of City snack bars.

e. FIELD USER must follow all State/County/City guidelines in regards to the COVID-19 pandemic. FIELD USER must follow the guidance from the California Department of Public Health as it continues to be updated.

3. RENTAL AMOUNT

- a. FIELD USER shall pay to CITY for the use of the premises as established in the City of Seaside Fee Schedule, which may be revised during the course of this agreement by action of the City Council. If the fee is adjusted during the course of this agreement, the new fee approved by the City Council will be applied. In lieu of this fee the FIELD USER may provide materials and labor with approval from the CITY. These “in lieu” fees shall include but not be limited to at least the following:
 - Preparation of fields before each use including striping (lime included).
 - Pickup and removal of all trash and debris (including sunflower seed shells) from the City Facility after each use.
 - Provide to the CITY at least 40 cubic yards of “Cinder Mix” as requested.
 - Rake, sweep or blow off the dugouts and spectator areas from the CITY facility after each use and dispose of all debris to include sunflower seeds, peanut shells etc.
 - Clean and maintain the snack bars in accordance with the parameters set by the Monterey County Health Department, and have each snack bar cleaned and all equipment removed at the conclusion of the season. **FIELD USER must contact Monterey County Health Department prior to snack bar operation to determine if there are any changes with types of food that can be sold due to the pandemic (i.e. only prepackaged food may be served.)**
 - Provide the City Council in writing a copy of their important dates, to include opening and closing ceremonies, tournament and playoff schedules, and other important dates.
 - Organize a league wide field clean-up day prior to the start of the season.
- b. CITY shall notify FIELD USER of any changes to the fee schedule 45 days prior to applying the new fees for use of the parks.
- c. Payment shall be made on a monthly basis or other schedule agreeable to the City within 30 days of the billing.

4. CONDITION OF FACILITY

CITY agrees to maintain the facilities to include regular trimming of grass. FIELD USER is responsible for proper storage of concessions in Metz’s Snack Bar and Soper Field’s Snack Bar including the elevator area kept clear of storage above and below.

5. MAINTENANCE OR RENOVATION OF FACILITY

- a. CITY shall give as much notice as possible in the event that the facility will be unavailable due to conditions beyond its control, equipment malfunction or other situations requiring emergency maintenance or repairs that would restrict use of the facility by FIELD USER.

6. RESPONSIBILITY FOR PREMISES

- a. FIELD USER shall inspect the facilities upon each use and notify the City of damage or deficiencies.
- b. FIELD USER shall quit and surrender the premises following each period of use under this Agreement in as good as state and condition as they were at the commencement of each such period. FIELD USER also agrees that if said premises, or the buildings, equipment, or furnishings thereon, are damaged during the term of the Agreement, by act, default, or negligence of FIELD USER, its officers, agents, employees, members, guests, patrons, or any person or persons admitted by FIELD USER to said premises, FIELD USER shall pay to CITY upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of each period of use under this agreement.
- b. FIELD USER shall provide 24 hour notification to the City for non use of facility as outlined in the scheduled identified as **Attachment 'B'** to this agreement.
- c. FIELD USER shall utilize the City of Seaside Weather Line in the event of bad weather. The phone number is 831-718-8600. Coaches and players should all be given this number to find out if fields are closed. The weather line will be updated on Mondays each week, unless there is bad weather mid-week which then it will be updated by 3pm on said day. For weekends the line will be updated by 7:30am.

7. COOPERATION

It is understood that FIELD USER will cooperate with other field users during this period so multiple users can use the fields if space allows. Seaside High school will be using the field on a daily basis and the need to share the facility is imperative. There are also a handful of dates that are unavailable that will be outlined.

8. ALARM AND FIELD LIGHTS

Field User will set the alarm at Soper Field Snack Bar after each use and will turn off field lights at Soper Field at the end of each day's play. Lights at Cutino park will be turned on and off by City Staff.

9. KEYS

The FIELD USER's authorized representative acknowledges receipt of the keys listed on **Attachment 'C'** and agrees to return said keys by August 1, 2023.

10. INSURANCE

- a. FIELD USER shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 1. FIELD USER shall provide and maintain at it's own expense, during the terms of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than 5

million dollars (\$5,000,000) per occurrence for property damage and for bodily injury or death of persons.

2. If the organization has employees or hires an employee during the term of this agreement, evidence of adequate worker's compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one-million dollars (\$1,000,000) per accident for all covered losses.
- b. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, such policy with the coverage required herein shall continue in effect for the duration of this agreement.
- c. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as additional insured and shall further provide that such insurance is primary insurance to any insurance or self - insurance maintained by CITY.
- d. Each insurance policy shall provide that CITY be given notice in writing at least thirty (30) days in advance of change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any performing work under this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.
- e. As a condition precedent to CITY performance pursuant to this Agreement, FIELD USER shall file with a certificate of insurance with the City Risk Management Officer, on or before City facilities are utilized by FIELD USER showing that they have in effect the insurance required by this Agreement. FIELD USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.
- f. FIELD USER acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform FIELD USER of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- g. FIELD USER shall renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement.

11. INDEMNITY

- a. FIELD USER shall defend, indemnify and hold harmless CITY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the FIELD USER, its agents or employees, in the performance of the work and/or any activity related to this contract.
- b. CITY shall indemnify and hold harmless FIELD USER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by any reason of any act, error or omission of the CITY, its agents or

employees, in the performance of the any work related to this contract.

- c. FIELD USER shall so conduct it activities upon the premises so as not to endanger any person lawfully thereon; FIELD USER hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, expressed or implied, of its officers, agents, employees, or members.

12. COMPLIANCE WITH LAWS

FIELD USER shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside, or any department or agency thereof, including such regulations now in force or to be established pertaining to use of the premises.

13. TRANSFERABILITY

This agreement applies exclusively to Seaside Pony Baseball & Softball and field use privileges will not be transferred to any other group or individual. Any other groups or individuals wishing to use City of Seaside fields must apply in advance to the Recreation Services Department for consideration by department.

FIELD USER shall not sublease in whole or any part of the premises and shall not assign, hypothecate, or mortgage any or all of its rights hereunder, without the prior written consent of CITY.

14. TERM OF AGREEMENT

- a. This agreement shall remain in effect until July 31, 2023, agreement requires proof of current liability insurance naming the City of Seaside as additional insurers and updated **Attachments 'A', 'B', and 'C'**.
- b. This agreement may be terminated by either party upon thirty (30) days written notice.

15. NONDISCRIMINATION

FIELD USER will not discriminate against any participant based on race, color, sex, origin, disability, or any other protected classification.

16. TAX EXEMPT STATUS

If applicable, FIELD USER shall submit a copy of the letter from the Internal Revenue Service determining their tax exempt status under 501 c (3) of the Internal Revenue Code and a copy of the letter from the State of California Franchise Tax Board determining tax exempt status under Section 23710 (d) Revenue and Taxation Code prior to execution of this agreement.

17. NOTICE

All notices herein provided to be given, or which may be given by either party to the other, shall have been deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified, and postage prepaid, and addressed to the respective parties as follows, or personally served on:

CITY OF SEASIDE
Recreation Services
986 Hilby Avenue
Seaside, CA. 93955

SEASIDE PONY BASEBALL & SOFTBALL
P.O. Box 1022
Seaside, CA 93955

18. ATTORNEY FEES AND COSTS

Should either party to this Agreement bring suit against another party (formal Judicial proceeding, mediation or arbitration), for breach of any term, covenant, condition or obligation contained herein for the recovery of any sum due hereunder, or for any summary action for forfeiture of this Agreement or to prevent further violations of any of the terms, covenants, conditions, or obligations, or for any other relief then, and in that event, the case shall be handled in Monterey County, California, and the prevailing party in such suit or summary action shall be entitled to a reasonable attorney's fee to be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between FIELD USER and CITY. No term, provision, or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a writing executed by both FIELD USER and CITY.

Authorized Representative
FIELD USER- Seaside Pony Baseball & Softball

Date

City Manager
City of Seaside
CITY OF SEASIDE

Date



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Guidelines for Use of City Fields

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.
2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.
3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.
4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.
6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).
7. A deposit requirement of \$500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.
8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments:

1. Questionnaire
2. Field Use Application
3. Key Request *(to fill out with staff)*



**SEASIDE
CALIFORNIA**

Facility (Field) Use Application

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

1 - QUESTIONNAIRE

Date: 11-18-22

CONTACT INFORMATION:

Seaside Pony Baseball

Organization: _____

Name: Jacob Ahrenstorff

Address: PO box 1053 City: Seaside State: Ca

Phone: 831-521-4953 Email: jacobahrenstorff90@gmail.com

ORGANIZATION INFORMATION:

☐ Private

☒ Non-Profit

☐ Public

☐ Profit

If non-profit, Tax ID #: 77-0431396

Year of establishment: 2001 Number of members: 260

Number of Seaside resident members: 260 Do members pay dues? ☐ Yes ☐ No

BOARD MEMBERS:

Name	Title	Telephone
1. Jacob Ahrenstorff	President	831-521-4953
2. Jd Money	VP	831-521-9103
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Organization: Seaside Pony Baseball

QUESTIONNAIRE (continued):

1. Is your organization affiliated with any national, federal, state, county or local agency?
☐ No ☐ Yes, agency name: Pony Baseball
2. Is your organization youth oriented?
☐ No ☒ Yes, number of Seaside youth: 250
3. Is membership open to all youth or residents in Monterey County?
☐ No ☒ Yes, number of youth/residents per city: _____
4. Does your organization provide its services to only Seaside youth or residents? ☐ Yes ☒ No
5. Does your organization receive funding or other support from any national, federal, state, county, regional, city, private, or public agency?
☒ No ☐ Yes, explain: _____
6. Have you contacted other cities with regards to the use of their facilities?
☒ No ☐ Yes, explain: _____
7. Do you plan on having any special events (tournaments, picture day, opening day, etc.)?
☐ No ☒ Yes, list dates and events: Tbd all star events in june and july
8. Any additional relevant information: _____

IF REQUESTING A FEE WAIVER – SUPPLEMENTAL QUESTIONS:

1. Does your organization have the ability to pay any portion of the fees to use the facility?
☒ No ☐ Yes. *If your organization does have the ability to pay a reasonable share of the requested fees, please explain why a fee waiver should be granted:* _____
2. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans? _____
3. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash clean up, etc.) can you offer to help offset costs? Seaside Pony Baseball maintains all of its own fields, equipment, and used facilities



Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

2 - FIELD USE APPLICATION

Organization: Seaside Pony Baseball

Services Requested:

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

Other: _____ ☐ Yes ☐ No



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

#4 - KEY REQUEST

Date: _____

Organization: _____

Key	Currently has Keys	Key Number	New Keys Supplied	Total Number of Keys
Field Gates				
Soper Field Snack Bar & Lights				
Soper Field Store Room				
Cutino Park Snack Bar				
Cutino Lights				
Cutino Back Shed				
Cutino Back Gate				
Metz Park Snack Bar				

AUTHORIZED REPRESENTATIVE:

Name: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

I certify that all of the keys listed above under "Number of Keys Supplied" will be returned to the City of Seaside by the following date: _____

Signature of Applicant: _____

Date: _____

Key deposit in the amount of \$200 (TWO HUNDRED DOLLARS) received on this date. This deposit will be returned upon receipt of all keys listed above under the "Total Number of Keys" column.

Received by: _____

Receipt Number: _____

Date: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Patrick Grogan, Associate Engineer

DATE: January 19, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH SEASIDE HOUSING L.P. FOR
ELECTRIC SERVICE FOR THE DEL MONTE MANOR DRAINAGE
PROJECT**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with Seaside Housing L.P., allowing the City of Seaside to install an electrical connection to the multifamily residential building at 1442 Yosemite Street, part of the Hamilton, Ellis & Martin Plaza.

BACKGROUND

The agreement sets forth mutual agreement of the City of Seaside and Seaside Housing L.P., to effectuate the installation of an electrical power connection to the irrigation system control unit, and supply the control unit with electrical power.

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute an agreement with Seaside Housing L.P. as approved with any minor edits made by the City Attorney.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorical Exempt (Class 1, Existing Facilities). The Del Monte Manor (L.I.D.) Improvements Project repairs and performs minor upgrades to the existing site and involves negligible or no expansion of use. The electrical power

connection for the irrigation system control unit is included in the minor upgrades for the project.

FISCAL IMPACT

Approval of the agreement with Seaside Housing, LP will not have an impact on the budget. Seaside Housing, LP will be paying for the ongoing cost of the electrical service.

ATTACHMENTS

1. Resolution
 2. Agreement
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23- XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
SEASIDE HOUSING L.P. FOR ELECTRIC SERVICE FOR THE DEL MONTE MANOR
DRAINAGE PROJECT**

WHEREAS, On April 21, 2022 City Council approved the plans and specifications for the Del Monte Manor (L.I.D.) Improvement Project; and

WHEREAS, The approved plans specify that the City is responsible to arrange for or provide electrical power to be supplied to the irrigation system control unit; and

WHEREAS, The irrigation system was installed per the approved plans; and

WHEREAS, Seaside Housing L.P., as the owner of H.E.M. Plaza, willfully enters into an agreement to supply the irrigation control with electrical power, at no cost to the City; and

WHEREAS, the City agrees to pay for the cost of installation of the electrical power supply and connection; and

WHEREAS, there are sufficient monies in the project budget contingency allotment to pay for the cost of installation of the electrical power supply; and

WHEREAS, Monterey Peninsula Engineering has a current Agreement for the Del Monte Manor (L.I.D.) Improvements Project; and

WHEREAS, the project is categorically exempt per Section 15061 of CEQA because the project involves the repair and performance of minor upgrades to existing storm drain.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Agreement, as approved with any minor edits by the City Attorney, with Seaside Housing L.P. to allow the City to construct an electrical power

connection, and supply the irrigation system control unit with electrical power at no cost to the City; and

PASSED AND ADOPTED at a special meeting of the City Council duly held on the 19th day of January 2023, by the following vote:

AYES:	Council Members:
NOES:	Council Members:
ABSENT:	Council Members:
ABSTAIN:	Council Members:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

AGREEMENT FOR INSTALLATION OF AN ELECTRICAL CONNECTION BETWEEN IRRIGATION SYSTEM CONTROLLER AND NEAREST RESIDENTIAL UNIT AT 1442 YOSEMITE STREET

This AGREEMENT (hereinafter "Agreement") for installation of an electrical connection between the irrigation system controller and the nearest residential unit at 1442 Yosemite Street, between The City of Seaside ("The City") and Seaside Housing, LP ("Property Owner").

Property Owner owns property in Seaside, California, and operates a multi-family housing development on parcel number 012-631-002-000 ("the Property"). In fiscal year 2022/2023, The City constructed a storm water infiltration basin on the southwest corner of the parcel, including landscaping and a permanent irrigation system. The irrigation system requires an electrical connection to function. The Property Owner is willing to provide facilities to locate and construct the electrical connection between the irrigation control unit and the nearest wall of the nearest residential unit, located at 1442 Yosemite Street, subject to the terms and conditions found herein.

RECITALS

WHEREAS, Construction on the project was started on June 22, 2022, including the installation of landscaping and necessary irrigation improvements; and

WHEREAS, the landscaping is necessary for the proper function and maintenance of the storm drain basin and infiltration system; and

WHEREAS, the landscaping enhances the appearance of the Property; and

WHEREAS, the irrigation system is necessary for the establishment and longevity of the landscaping; and

WHEREAS; Property Owner is agreeable to providing power, at no cost to The City, to the irrigation control unit, from the south facing wall of the residential building at 1442 Yosemite Street, and

WHEREAS; The City is agreeable to furnish all costs, labor, and materials to construct an electrical connection to the irrigation controller.

NOW, THEREFORE, be it resolved that The City and Property Owner agree as follows:

AGREEMENT

1. Placement and Ownership.

- a. Property Owner hereby grants The City permission to locate, install, operate and maintain an electrical power connection to the irrigation control unit and to install and maintain landscaping. The irrigation system control unit has previously been installed by The City, adjacent to the south wall of the multi-family residential building located at 1442 Yosemite

Street. Property owner further grants The City permission to connect to existing electrical wiring in the south facing wall of the nearest residential unit, and to install electrical conduit into and on the surface of the wall. This permission shall constitute a non-exclusive easement for utilities and landscaping on and over the Property. Property Owner may require The City to move the conduit and electrical connection to another mutually agreeable location within 60 days after delivery of written notice to The City at the addresses set forth in Paragraph 2.c below.

- b. Property Owner agrees that all installed materials and equipment shall always remain under the jurisdiction of The City, and will be accessible to The City upon reasonable notice to Property Owner.

2. Term.

- a. The term of this Agreement shall commence on January 19, 2023.
- b. The term of this Agreement shall be indefinite. Cancellation of this Agreement by either party shall be confirmed in writing and delivered via Certified Mail and email to the addresses shown below at least 120 days prior to cancellation.
- c. TO City: City of Seaside, 440 Harcourt Avenue, Seaside, California 93955
w/ an email copy to: cityattorney@ci.seaside.ca.us, and pwinfo@ci.seaside.ca.us.
 - ii. To Property Owner: Seaside Housing L.P., 1043 Stuart St Ste 220, Lafayette, Ca 94549
- a. During the Agreement term, The City shall have the right to take power from the electrical connection installation at the Property Owner's property.

3. The City Obligations.

- a. The City shall provide all necessary labor, equipment, and materials, including hardware, to deliver electrical power from a connection point coordinated between The City and Property Owner, to the irrigation system control unit.
- b. Property Owner shall have no liability to The City for damage to the equipment, except for damage caused by the grossly negligent acts or omissions of Property Owner.
- c. The City shall be solely responsible to complete and pay for all permits or environmental analysis that may be required to complete the installation.
- d. INDEMNIFICATION AND HOLD HARMLESS. To the extent provided in the California Government Code § 815 – 996.6, The City is liable to Property Owner, its Board of officers, employees and agents for any and all damages, liabilities, losses, fines, penalties, judgements, demands, or actions and costs and expenses suffered or incurred by Property Owner, or claims or lawsuits against Property Owner, arising out of or resulting from damages of any nature (including but not limited to consulting, attorney, engineering, clean-up, disposal and restoration costs or fees) caused directly or indirectly caused by or arising out of or in any way predicated upon, in whole or in part, the activities or use of Property Owner's property and electrical power by The City, its employees, agents, contractors, subcontractors or assigns.
- e. INDEPENDENT STATUS. The City is an independent entity and is, to the extent provided in the California Government Code, responsible for the acts and omissions of its employees, agents, subcontractors or assigns, if any. Nothing in the Agreement will be construed as creating a partnership of joint venture between Property Owner and the City.

4. Property Owner Obligations.

- a. Property Owner will provide electrical power to the irrigation system control unit, and access as would be normally required for repair or maintenance of the electrical power

connection.

- b. Property Owner will provide reasonable assistance during installation to ensure compliance with all applicable building codes and regulations and other applicable procedures so as to accomplish a safe and legal installation. This provision specifically excludes any environmental analysis or mitigation that may be required.
- c. Property Owner to the extent that it has knowledge of will provide a warning to The City of any dangerous situation that in Property Owner's sole judgement may potentially damage or harm the irrigation system control unit.
- d. Except in emergencies or any time Property Owner's personnel are unavailable, Property Owner may provide access to the interior or exterior of the wall which provides the electrical power connection.
 - i. Property Owner may require reasonable notice be provided by The City for necessary repairs or maintenance of the electrical power connection.
- e. Property Owner shall have no liability whatsoever to The City or any other person for interruption in the electrical power connection to the irrigation system control unit.
- f. **COMPENSATION.** Property Owner agrees to provide use of electrical power to the irrigation system control unit at no cost to The City.

5. Remedies.

- a. If The City fails to perform any obligations it incurs pursuant to this Agreement, Property Owner shall give written notice to The City and The City shall have 30 days from the date of receipt of the notice within which to perform. In the event that The City fails to perform within said 30-day period, then Property Owner shall have the right to immediately terminate this Agreement 7 days after a notice of termination has been sent to The City via Certified Mail.
- b. In the event of Agreement termination, The City shall have the right to immediately retrieve its equipment and materials without interference from Property Owner, but under supervision of Property Owner, its personnel or its assigns if requested.

6. Compliance with Laws and Ordinances.

- a. The City shall comply with all local, state, and federal ordinances, rules and statutes relevant to the installation of the electrical power connection and to The City's other actions under this Agreement.

7. Destruction or Condemnation.

- a. If Property Owner's property is destroyed or taken by condemnation during the term of this Agreement, either party may terminate this Agreement immediately by written notice to the other party.

8. Independent Status.

- a. The City is an independent entity and is, to the extent provided in the California Government Code, responsible for the acts and omissions of the employees, agents, subcontractors or assigns, if any. Nothing in the Agreement will be construed as creating a partnership or joint venture between Property Owner and The City.

9. Successors or Assigns:

- a. This Parties agree that this Agreement and its concomitant non-exclusive easement shall be binding upon each party's successors and assigns.

10. Entire Agreement.

- a. This Agreement constitutes the entire and complete Agreement between Property Owner and The City regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or Agreements of The City and Property Owner, whether written or oral, with respect to the subject matter.
- b. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of representatives of each of the parties on the date first shown above.

By: _____ Date: _____

CITY OF SEASIDE,
a municipal corporation

As to Form

By: _____

SEASIDE HOUSING, LP,
a limited partnership

As to Form



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: January 19, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH PARISI TRANSPORTATION CONSULTING FOR AN AMOUNT NOT TO EXCEED \$100,610.00 TO PROVIDE HILBY AVENUE PRELIMINARY TRAFFIC CALMING PLAN, AND APPROPRIATING \$115,701.50 FROM SB1 FUND BALANCE TO THE PROJECT BUDGET

RECOMMENDATION

Adopt a resolution authorizing a professional service agreement with Parisi Transportation Consulting for an amount not to exceed \$100,610.00 to provide the Hilby Avenue Preliminary Traffic Calming Plan and appropriating \$115,701.50 from the SB1 fund balance to the Project budget.

BACKGROUND

A Traffic Advisory Committee application was received on April 18, 2022, requesting a solution to the speeding occurring on Hilby Avenue and to provide a safe corridor for the community. At that time, the Traffic Calming Program was being updated. Upon completion of the updated Traffic Calming Program, it was determined that Hilby Avenue, classified as a minor arterial, did not qualify through the program, and a substantial traffic calming evaluation spanning multiple blocks would need to be performed. Staff requested a proposal from Parisi Transportation Consulting to provide a comprehensive traffic calming plan for Hilby Avenue from Wheeler Street to General Jim Moore Boulevard. Parisi has extensive experience planning and designing safety solutions for pedestrians, bicyclists and motorists with traffic calming projects as well as safe routes to school projects for several Bay Area cities.

The proposal developed by Parisi outlines seven (7) tasks to be completed in a 9 month

period. Speed, volume, and collision data will be collected throughout the mile-long corridor, followed by review of field conditions and preparation of existing conditions map. These initial tasks will allow Parisi to develop a "toolkit" of potential traffic calming measures that could be considered along the Hilby Avenue corridor. Parisi will facilitate in-person community outreach workshops to review existing issues and concerns from the community along the corridor and introduce the toolbox of potential traffic calming measures. Based upon the community input from the workshops, a preliminary traffic calming plan with traffic calming measures, illustrated in a conceptual fashion on the existing conditions map, will be presented to the community at an in-person workshop and then to the Traffic Advisory Committee for input and Plan approval. Parisi will modify the plan, as appropriate, and present it to the City Council. The presentation to the City Council will include a planning level construction cost estimate for implementation of the Plan.

ENVIRONMENTAL REVIEW

As a general rule, an organizational and administrative study is categorically exempt from environmental review under the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Subsequent environmental review will be completed with the design of the traffic calming measures.

FISCAL IMPACT

Staff is requesting appropriating \$115,701.50 from the SB1 fund balance to the Traffic Calming Project account (212-8960-9580) for the Hilby Avenue Preliminary Traffic Plan. The proposed professional service agreement with Parisi to prepare the Plan is for an amount not to exceed \$100,610.00.

Staff recommends adopting a resolution appropriating \$115,701.50 from SB1 fund balance to the Traffic Calming Project Account No. 212-8960-9580; authorizing the City Manager to execute a professional service agreement with Parisi Transportation Consulting to provide the Hilby Avenue Preliminary Traffic Calming Plan for an amount not to exceed \$100,610.00; and authorizing the City Manager to approve amendments, extensions, and change orders to the professional services agreement of 15% of the agreement amount so that total agreement amount does not exceed \$115,701.50.

ATTACHMENTS

1. Resolution
 2. Professional Services Agreement
 3. Traffic Advisory Committee Application
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH PARISI
TRANSPORTATION CONSULTING FOR AN AMOUNT NOT TO EXCEED
\$100,610.00 TO PREPARE THE HILBY AVENUE PRELIMINARY TRAFFIC
CALMING PLAN AND APPROPRIATING \$115,701.50 FROM THE SB1 FUND
BALANCE TO THE TRAFFIC CALMING PROJECT ACCOUNT**

WHEREAS, a Traffic Advisory Committee application was received requesting a solution to speeding and for a safer corridor for the community on Hilby Avenue from Fremont Boulevard to General Jim Moore; and

WHEREAS, upon completion on the updated Traffic Calming Program and further investigation the need for a substantial traffic calming evaluation spanning several blocks for the mile long corridor would need to be performed; and

WHEREAS, on March 18, 2021, the City approved Parisi Transportation Consulting (Parisi) as one of the consultants to provide on call traffic engineering service; and

WHEREAS, at the request of staff, Parisi submitted a proposal to provide preliminary traffic calming plan, including extensive community outreach, to evaluate the mile-long Hilby Avenue corridor for an amount not to exceed \$100,610.00; and

WHEREAS, there is sufficient funds in the SB1 fund balance for the Hilby Avenue Traffic Calming Project.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council appropriates \$115,701.50 from the SB1 fund balance to the Traffic Calming Project (account No. 212-8960-9580), and directs the Finance Director to make appropriate budget adjustments to the Fiscal Year 2022-2023 Capital Improvement Program budget; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a Professional Services Agreement with Parisi

Transportation Consulting for the Hilby Avenue Preliminary Traffic Calming Plan for an amount not to exceed \$100,610.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an additional amount of 15% contingency for written amendments, extensions, and change orders to the professional services agreement outlined above such that the full value of the agreement may not exceed \$115,701.50.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 19th day of January, 2023 by the following vote:

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

Ian N. Olgesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR THE HILBY AVENUE TRAFFIC CALMING WORK PLAN**

THIS AGREEMENT, is made and effective January 19, 2023, between the City of Seaside, a municipal corporation ("Agency") and Parisi Transportation Consulting, corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 19, 2023 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 One Hundred Thousand Six Hundred Ten Dollars (\$100,610.00) 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 original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable

written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

To Consultant: Parisi Transportation Consulting
58A Alta Vista Avenue
Mill Valley, CA 94941

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or

21. WORK SCHEDULED/TIME OF COMPLETION

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

23. AUTHORITY TO EXECUTE THIS AGREEMENT

CONSULTANT: Parisi Transportation Consulting

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Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Transportation Services
	Exhibit E	Resolution 22-21 Approving On Call Engineering Transportation Services

Hilby Avenue Traffic Calming Project Work Plan, Fee and Schedule

Parisi Transportation Consulting's work plan for the Hilby Avenue Traffic Calming Project, between Wheeler Street and General Jim Moore Boulevard, consists of the following seven tasks.

Task 1. Project Management

Parisi will attend a virtual project kick-off meeting with the City of Seaside's project manager to discuss the project's scope of work, schedule, and roles and responsibilities. Parisi will communicate with the City's project manager the status of project tasks, schedule, and budget via biweekly emails or conference calls. Parisi will respond to City emails and questions within 24 hours. Parisi will provide monthly progress reports and invoices that align with the project's milestones. It is assumed that the project's duration will be a maximum of nine months.

Deliverables:

- Project work plan, reporting and invoices by task.
- Biweekly progress meetings and calls, including meeting agendas and notes.

Task 2. Review of Collision Data, Traffic Volumes, and Travel Speeds

Parisi will analyze the most recent five years of available collision data. Parisi will review 2017-2021 collision data from the Statewide Integrated Traffic Records System (SWITRS). Collisions located on Hilby Avenue will be considered along with collisions that occurred up to 150 feet along each side street.

Data analysis will consist of both summary statistics and geospatial analysis. The data will be summarized to identify trends in severity, travel mode, and other relevant factors. The collisions will be mapped to identify hot spots for all collisions, collisions involving pedestrians, and collisions involving cyclists. Hot spot locations for specific collision types and primary collision factors will also be considered.

Parisi will collect daily traffic count data at two locations Hilby Avenue (i.e., two seven-day counts), as well as weekday peak hour turning movement counts at up to four intersections (i.e., two-hour a.m. peak and two-hour p.m. peak).

Parisi will also request vehicular travel speed data for specific locations along Hilby Avenue. The City of Seaside will collect this information, including directional average and 85th percentile speed data.

Deliverables:

- Summary collision data tables
- Corridor collision maps
- Summary of traffic counts
- Summary of vehicular speed data

Task 3. Review of Field Conditions and Preparation of Existing Conditions Mapping

Parisi will review user behaviors and in-field conditions considering the reported collision information, traffic counts, and vehicular speed data from Task 2.

Parisi will create a scaled base map of existing conditions along the 5,700-foot-long segment of Hilby Avenue between Wheeler Street and General Jim Moore Boulevard including, but not limited to curbs, sidewalks, curb markings, no parking areas, bus stops, crosswalks, lane lines, utility poles, lighting standards and signing. Roadways, key landmarks, and address numbers will be annotated on the map. Curb-to-curb dimensions will be shown for each block of Hilby Avenue. The base map will be prepared using available digital imagery and topographic information.

The base map will be prepared as a 1" = 50' scale strip map, which will be useful for community outreach. The base map will also be prepared to fit approximately five plan sheets (at 22" x 34").

Deliverables:

- Summary of user behaviors and field conditions
- Base mapping of existing conditions (strip map)
- Base mapping of existing conditions (five plan sheets)

Task 4. Preparation of Traffic Calming Toolkit and Community Outreach

Based on the results of Tasks 2 and 3, Parisi will develop a "toolkit" of potential traffic calming measures that could be considered along Hilby Street. Each measure will be identified with a photo or illustration, pros and cons for its potential application along the roadway, and approximate installation cost.

Parisi will facilitate an in-person community outreach workshop to review existing issues along the Hilby Avenue corridor and to introduce the toolbox of potential traffic calming measures. Parisi will present the corridor-wide strip maps at various facilitated "stations" at the meeting facility and will present a slide show of existing observations and conditions, as well as the "toolbox" of the potential traffic calming measures.

Parisi will provide a Spanish-speaking co-facilitator and will take notes on the community feedback of existing issues and input on potential traffic calming measures.

Prior to the workshop, Parisi will prepare copy for the workshop invitation, both in English and in Spanish. It is assumed that the City of Seaside will invite the community to the workshop via different forums, e.g., social media, postcards, etc.

If a second in-person workshop is desired to review existing issues and introduce the traffic calming toolbox, Parisi can provide this as an optional service.

Deliverables:

- Copy for workshop invitation
- Workshop presentation slide show
- Strip maps for workshop
- Written summary of input received at workshop
- Optional second workshop (same content as initial workshop); written summary of input

Task 5. Development of Preliminary Traffic Calming Plan

Based on the results of Tasks 2, 3 and 4, Parisi will prepare a preliminary traffic calming plan, with traffic calming measures illustrated in a conceptual fashion on the existing conditions mapping.

Traffic calming measures could include, but would not be limited to, supplemental signs and pavement markings, parking prohibitions, parking modifications, lane narrowing, driver speed feedback signs, median islands, refuge islands, raised crosswalks, midblock chokers, and intersection curb extensions. In addition, alternative intersection traffic controls including additional or fewer stop signs, and mini traffic circles, will be considered.

Parisi will coordinate with the City of Seaside when developing the preliminary traffic calming plan, including with the City's police and fire departments. The preliminary plan will be prepared on the base maps, which will illustrate conceptual designs with annotations and inset photos of sample treatments.

Deliverables:

- Preliminary traffic calming plan (strip map)
- Preliminary traffic calming plan (five plan sheets)

Task 6. Presentation of Preliminary Traffic Calming Plan to Community and TAC

Parisi will facilitate an in-person community outreach workshop to recap the first community workshop and then to present the preliminary traffic calming plan. Parisi will present the corridor-wide plan on strip maps at various facilitated "stations" at the meeting facility and will present a slide show summarizing the potential traffic calming measures.

Parisi will provide a Spanish-speaking co-facilitator and will take notes on the community feedback of the preliminary traffic calming plan.

Prior to the workshop, Parisi will prepare copy for the workshop invitation, both in English and in Spanish. It is assumed that the City of Seaside will invite the community to the workshop via different forums, e.g., social media, postcards, etc.

After the workshop, Parisi will present the preliminary traffic calming plan, along with community input, to the Technical Advisory Committee. It is assumed that this meeting will be held virtually.

Deliverables:

- Copy for workshop invitation
- Workshop presentation slide show
- Written summary of input received at workshop
- Presentation to TAC

Task 7. Preparation of Final Traffic Calming Plan and Presentation to City Council

Parisi will use the input from the second community workshop to modify the preliminary traffic calming plan, as appropriate. Parisi will coordinate with the City of Seaside when refining the plan, including the City's police and fire departments.

Parisi will prepare planning level construction cost estimates for implementation of the plan.

Parisi will prepare a slide show for presenting, in-person, the recommended plan to the Seaside City Council. In addition, Parisi will provide input to the staff report.

Deliverables:

- Final traffic calming plan (strip map)
- Final traffic calming plan (five plan sheets)
- Planning level construction cost estimate
- City Council presentation slide show

Fee Estimate

The estimated fee for conducting the above seven tasks is as follows:

Task	Principal	Managing	Associate		Labor	Expenses	Totals
	Consultant	Consultant	Consultant	Consultant			
	\$300.00	\$220.00	\$155.00	\$135.00	Subtotals		
1. Project Management	18	0	12	0	\$7,260.00	\$0.00	\$7,260.00
2. Review of Collision Data, Traffic Volumes, & Travel Speeds	4	6	12	32	\$8,700.00	\$3,200.00	\$11,900.00
3. Review of Field Conditions & Preparation of Existing Mapping	12	6	24	60	\$16,740.00	\$450.00	\$17,190.00
4. Preparation of Traffic Calming Toolkit & Community Outreach	16	8	16	42	\$14,710.00	\$950.00	\$15,660.00
5. Development of Preliminary Traffic Calming Plan	14	12	16	60	\$17,420.00	\$300.00	\$17,720.00
6. Presentation of Preliminary Traffic Calming Plan	16	0	18	32	\$11,910.00	\$950.00	\$12,860.00
7. Preparation of Final Plan & Presentation to City Council	16	6	0	32	\$10,440.00	\$450.00	\$10,890.00
Totals	96	38	98	258	\$87,180.00	\$6,300.00	\$93,480.00
4. Optional Task: Additional Community Workshop	8	4	8	16	\$6,680.00	\$450.00	\$7,130.00

Schedule

The project is estimated to require nine months from initiation to completion of Task 7. Tasks are assumed to be undertaken sequentially, with the exception of Task 1, Project Management, which will occur throughout the project's duration. The following shows the expected duration of each task, assuming the project commences on February 1, 2023:

- Task 1: February – October 2023.
- Task 2: February – March 2023.
- Task 3: March - April 2023.
- Task 4: May 2023.
- Task 5: June – July 2023.
- Task 6: August 2023.
- Task 7: September - October 2023.

HOURLY SERVICE RATES FOR PROFESSIONAL SERVICES

January 1, 2023 – December 31, 2023

Principal Consultant	\$250.00 - \$310.00
Managing Consultant	\$200.00 - \$250.00
Senior Consultant	\$160.00 - \$200.00
Consultant	\$125.00 - \$160.00
Associate Consultant	\$100.00 - \$130.00
Technician	\$95.00 - \$110.00

Notes:

Hourly service rates are effective through December 31, 2023. Subsequent annual increases will be reflected in the 2024 service rate schedule.

Reimbursable charges include, but are not limited to transportation charges, reproduction services, shipping expenses, and subconsultant fees. Mileage charges will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from the date of the invoice. Interest of 1.0% per month will be charged on past due invoices.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

Primary / noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

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

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

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

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

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

REQUEST FOR QUALIFICATIONS 2020 - TRAFFIC ENGINEERING SERVICES FOR CITY OF SEASIDE

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Introduction

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

Proposal Requirements

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

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

SOQ received after this deadline will not be accepted. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**Traffic Engineering Services**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.

2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in traffic engineering design, traffic analysis, traffic calming, and transportation studies. Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' experience.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFP	Tuesday, October 20, 2020
Proposal due	Tuesday, November 10, 2020
Interview Select Proposers, if necessary	November 10 to 25, 2020 if needed
Project Award	December 17, 2020

Questions Regarding This Project

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

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

Form of Agreement

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

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format. – Max 5 points.
2. *Company/Organization:* Does the firm/individual offer the quality of services required for the types of services listed in the Scope of Work? Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Has the firm/individual demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Firm possess familiarity with the locality and ability to perform services within the City of Seaside. Ability to respond to request for services in a timely manner and to facilitate meetings with City Staff. – Max 35 points.
3. *Project Team:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Does the principal contact and the assigned personnel have requisite education, experience, and professional qualifications? – Max 35 points.
4. *Contractual Ability:* Confirmed acceptance of standard contract. – Max 5 points.
5. *Past Performance:* Are the firm’s/individual’s references from past clients and associates favorable? Are deliverables submitted on time and within budget? - Max 20 points.

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

QUALIFICATIONS

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

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

PRELIMINARY SCOPE OF SERVICES

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

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

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

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the prospective Consultant(s) for the City to verify all information contained therein. If the

City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.
11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

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

Grounds for Disqualification

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

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

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

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

information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

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

RESOLUTION NO. 21-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

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

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

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

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

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

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

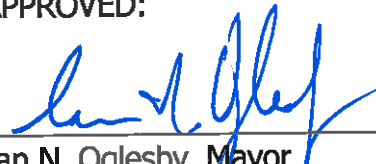
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves Fehr & Peers, Harrison Engineering, Kimley Horn, Parisi Transportation Consulting, and Ruggeri Jensen Azar, to provide Traffic Engineering Services on an as needed basis; and

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

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

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

APPROVED:



Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk



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: EDITH HERNANDEZ Date: 4/10/22

Address: 1462 HUBBY 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 SPEED BUMPS / RESCOURSE TO COEN JIM MARRS ENTRANCE

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: ANY HELP WOULD BE GREATLY APPRECIATED TO
COME UP WITH A SOLUTION TO HELP WITH THE
SPEEDING ISSUE ON HUBBY AVE. & TO PROVIDE
A SAFE CORRIDOR FOR OUR COMMUNITY.

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

PETITION TO INSTALL SPEED HUMPS

ONE SIGNATURE PER HOUSEHOLD

ADDRESS	NAME	SIGNATURE	DAY PHONE NUMBER	EMAIL
575 Hilby Ave A	Adriana Pardo	<i>Adriana Pardo</i>		
555 Hilby Ave B	Wilma C.	<i>Wilma</i>		
555 Hilby Ave - A	SHANNON COLLINS	<i>Shannon Collins</i>		
450 Hilby Ave	CHRISTINE THOMAS	<i>Christine Thomas</i>		CHRISTINE THOMAS 871
460 Hilby	Robert Beeson	<i>Robert Beeson</i>		
1173 Marin St	Anastasio O.	<i>Anastasio O.</i>		
512 Hilby Ave	Teresa Reyes	<i>Teresa Reyes</i>		
516 Hilby Ave	YOUNIS GILL	<i>Younis Gill</i>		
514 Hilby Ave	Laura Lopez	<i>Laura Lopez</i>		
500 Hilby Ave	Mary Tanner	<i>Mary Tanner</i>		nunrchie@comcast.net
536 Hilby Ave	Gwen Martin	<i>Gwen Martin</i>		theboosguy@yahoo.ca
530 Hilby Ave	Stephanie Delabon	<i>Stephanie Delabon</i>		kittie-sd-07@yahoo.com
546 Hilby Ave	Joe Hanz	<i>Joe Hanz</i>		
610 Hilby Ave	Becky Stoffer	<i>Becky Stoffer</i>		bbstbore@yahoo.ca
942 Hilby Ave	Harold Rodriguez	<i>Harold Rodriguez</i>		
1166 Noche Bueras	Allen Carney	<i>Allen Carney</i>		
1405 Hilby Ave	Sherry Hankins	<i>Sherry Hankins</i>		N/A
1888 Lowen Street	MELE LATU	<i>Mele Latu</i>		
1345 Hilby Ave.	Edna M. G.	<i>Edna M. G.</i>		

PETITION TO INSTALL SPEED HUMPS

Before you sign the petition, make sure you understand the SPEED HUMP POLICY, DESIGN STANDARDS, and INSTALLATION GUIDELINES. We recommend that you take the time to drive over humped installed on other streets.

We, the undersigned residents of Hillby Ave at the segment between

_____ and _____, request the County of Monterey
INSTALL speed humps in the subject segment. We understand that speed humps will be
installed per the DESIGN STANDARDS with appropriate signing and roadway markings.

Contact person: E. Hernandez Phone: _____

In the future, if you desire to remove any of the speed humps, a majority of 60% or more of the residents must sign a PETITION TO REMOVE SPEED HUMPS.

THE COUNTY RESERVES THE RIGHT TO REMOVE ANY OR ALL HUMPS AT ANY TIME.

Return petition to: Traffic Engineer
County of Monterey
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

ONE SIGNATURE PER HOUSEHOLD

ADDRESS	NAME	SIGNATURE	DAY PHONE NUMBER
81 Ave Maria Monterey	Ed King	[Signature]	[Redacted]
9460 York Rd	Stephanie Smith	[Signature]	
1396 Hillby Ave. Seaside	Pat Smith	[Signature]	
1431 Wanda Ave. Seaside	Vanella Palma	[Signature]	
1152 Salinas Hwy Monterey	Roberta Brainer	[Signature]	
1071 Carson St	Ann Marie Pagan	[Signature]	
1121 Jackson Ct	Adam Cedillo	[Signature]	
716 Pacific St	CARINA POWERS	[Signature]	
1121 Jackson Ct	Jesus Cedillo	[Signature]	

PETITION TO INSTALL SPEED HUMPS

ONE SIGNATURE PER HOUSEHOLD

ADDRESS	NAME	SIGNATURE	DAY PHONE NUMBER	EMAIL
1188 Hilby	Jane Amador			Jamador@spaw.com
1200	Abe			
1220 Hilby	MIKE BROWN			mikebrown@psd.net
1226 Hilby Ave.	Emily Ventura			
1240 Hilby Ave	Nastacia Garcia			
1159 Bella Vista Ct	Jose Diaz			
1199 LUXTON ST	GERALD KERGAN			GERALDKERGAN@gmail.com
1198 Luxton ST	Adarbo Dore			
1406 Hilby	CLARENCE SMITH			
1414 Hilby	Nancy Disch			nancydisch@att.net
610 Hilby	Laure Dillman			
26156 Legends	Ryan Stevens			
1485 Hilby	Christian Muddelshn			ChristianT.Muddelshn@gmail.com
5720 Hardcourt	Jayin Jones			
1176 Thacker Rd	Therese Thacker			
617 Hilby	Ryan Bigelow			bigelowryan@gmail.com
605 Hilby	Danaris Vercano			
585 Hilby	DOUG PAYNE			
575 Hilby B	Luis P-102			

(2003)

4/13

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PETITION TO INSTALL SPEED HUMPS

ONE SIGNATURE PER HOUSEHOLD

ADDRESS	NAME	SIGNATURE	DAY PHONE NUMBER	EMAIL
1724 HARDING ST	DAVID PETERSON	<i>David Peterson</i>		keychainman01@gmail.com
1493 HILBY AVE	PATTI NORTHAM	<i>Patti Northam</i>		pnortham@sig.org
1200 VALLEJO ST.	WILLIAM O'HARA	<i>William O'Hara</i>		h30HARR@HOTMAIL.COM
1115 Hilby Ave	Arvin Lowers	<i>Arvin Lowers</i>		blueelectronight@gmail.com
1293 Harding St	David Terry	<i>David Terry</i>		terrybde@gmail.com
1647 Hilby Ave	Lara Mitchell	<i>Lara Mitchell</i>		
1141 Hilby Ave.	Joel Salinas	<i>Joel Salinas</i>		andrew.f.2011@yahoo.com
17 Heather Ct	Robert Dooley	<i>Robert Dooley</i>		rdooley@att.net
1705 Hilby Ave	Lacey Van Den Ham	<i>Lacey Van Den Ham</i>		gray.lacey@hotmail.com
1702 Hilby Ave	Lisa Stacks	<i>Lisa Stacks</i>		1885stacks@yahoo.com
1698 Hilby Ave	MARK & KRIS HEATH	<i>Mark & Kris Heath</i>		ATTN: TANKHOUSE@gmail.com
1656 Hilby Ave	Karin Perkins	<i>Karin Perkins</i>		miss.terriwise@yahoo.com
1656 Hilby Ave	Karen Kermyne	<i>Karen Kermyne</i>		
1628 HILBY AVE	JOHN DENNIS	<i>John Dennis</i>		john.dennis@gmail.com
1112 HILBY AVE	JOHN DENNIS	<i>John Dennis</i>		
1614 Hilby Ave.	Terry Rider	<i>Terry Rider</i>		Terry_rider@yahoo.com
1566 Hilby Ave	DAVID PORTER	<i>David Porter</i>		Danporter1@gmail.com
1538 Hilby Ave SCS	Francisco Mota	<i>Francisco Mota</i>		djpancho14@gmail.com
1546 Hilby Ave SCS	Josh Heath Hays	<i>Josh Hays</i>		Josh.Hays@att.net

2x number req.

can't find number

(3) curbside

(2) curbside

(1) curbside

PETITION TO INSTALL SPEED HUMPS

ONE SIGNATURE PER HOUSEHOLD

ADDRESS	NAME	SIGNATURE	DAY PHONE NUMBER	EMAIL
1516 Hilby	STU REYNOLDS Pamela Baker	<i>for humps</i>		stuartreynolds@gmail.com
1604 Hilby St	Serenity Serratos	<i>[Signature]</i>		serenity.serratos831@gmail.com
1635 Hilby	Annenigani Ropas	<i>[Signature]</i>		ramsey5178@hotmail.com
1644 Hilby Ave	Ramsey S. Turano	<i>[Signature]</i>		ramsey5178@hotmail.com
1514 Hilby Ave	Marlene Bonak	<i>[Signature]</i>		ruth.wilson@gmail.com
1205 Harding St/Hilby	Ruth E. Privado Aviles Carlos A. Aviles	<i>[Signature]</i>		urborn1988@gmail.com
1421 Hilby Ave	Nicole Bernadine-Luna Justin Luna	<i>[Signature]</i>		vanskier0808@yahoo.net
1413 Hilby Ave	Dana & Rick van Schuyver	<i>[Signature]</i>		dinanosrallah@yahoo.com
1391 Hilby Ave	Dina Nasrallah	<i>[Signature]</i>		woodhorses4@gmail.com
1399 Hilby Ave	Arian Katz	<i>[Signature]</i>		ltonrpicloud
1493 Hilby Ave	Lisa Torri	<i>[Signature]</i>		Desiree5586@gmail.com
1343 Hilby Ave	Desiree Smith	<i>[Signature]</i>		lucky248@gmail
1317 Hilby Ave #6	Chikiny Liang	<i>[Signature]</i>		green808beat@gmail
1317 Hilby Ave #11	Terrance Rynio	<i>[Signature]</i>		smilezwade@gmail
1317 Hilby Ave	Tatiana Wade	<i>[Signature]</i>		seane.sicakanderson
1201 doze Buena	Sean Clavic	<i>[Signature]</i>		allive2gullye105@gmail.com
1264 Hilby Ave #B	Gabby Hernandez	<i>[Signature]</i>		jeboisastankovich@yahoo.com
1253 Hilby Ave.	Jessica Stankovich	<i>[Signature]</i>		
1200 San Lucas St	Benedict Ventura	<i>[Signature]</i>		

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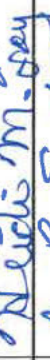
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PETITION TO INSTALL SPEED HUMPS

ONE SIGNATURE PER HOUSEHOLD

ADDRESS	NAME	SIGNATURE	DAY PHONE NUMBER	EMAIL
1201 San Lucas H	R Wasey			Remus321@hotmail.com
1193 Hilby Ave	Darlene Babayan			dbabayan@gmail.com
1181 Hilby Ave	LOREEN OZAKI			lozaki@hotmail.com
1149 Hilby Ave	Anahi Ontiveros			Anahiontiveros@gmail.com
1117 Hilby Ave	Constantino Mancada			tinople@gmail.com
1089 Hilby Ave	Gloria Garcia-Rivera			gloriablue@gmail.com
1049 Hilby Ave.	Heidi Toy			Musicaltoy@yahoo.com
973A Hilby Ave	JAMES SMITH			CATSM17@12@yahoo.com
955 Hilby Ave #B	Kashka Singh			Kashka.singh2@gmail.com
937 Hilby Ave	Valerie Bowman			mrs.kbowman13@yahoo.com
956 Hilby Ave	Annie Pimentel			angie.kassandran@yahoo.com
956 Hilby Ave	Lucas Arce			labreps@gmail.com
1025 Hilby Ave	Brad Wink			chackbo@aol.com
1199 Prospect St	Jorge & Mike Foster			SANDM18@aol.com
1073 Hilby	Michael & Lucy Mellette			Mike.mellette@gmail.com
1076 Hilby Ave	Brian Mahoney			svlface@aol.com
1199 Shawnee St	Scott M. Pimentel			Scott.M.Pimentel@yahoo.com
1198 S HOFER	Jessie Pimentel			Scott.M.Pimentel@yahoo.com
1183 Lusk St.	April Boehman			Arcoetman411@gmail.com



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: January 19, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO PROVIDE ADDITIONAL ON-CALL TRANSPORTATION ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000.00 AND APPROPRIATING \$50,000.00 TO THE BUDGET FROM THE SB 1 FUND BALANCE

RECOMMENDATION

Adopt a resolution authorizing an amendment to the professional services agreement with Parisi Transportation Consulting to provide additional on-call transportation engineering services for an amount not to exceed \$50,000.00 and appropriating \$50,000.00 to the budget from the SB 1 fund balance.

BACKGROUND

On August 10, 2022, Parisi Transportation Consulting entered into a Professional Services Agreement (PSA) with the City for on-call transportation services for assistance with traffic striping plan review, traffic calming application evaluations and implementation, traffic control plan review or preparation, and striping change review and recommendations due to project impacts in the amount of \$24,999.00.

To date, the \$24,999.00 agreement balance has been depleted and a proposal was requested from Parisi to continue similar services through the end of Fiscal Year 2022-2023. We received the proposal from Parisi in the amount of \$50,000.00 and found the proposed scope and fee to be acceptable. There are sufficient SB 1 funds for services through an amendment to support City staff with transportation related services.

Staff recommends adopting a resolution authorizing the City Manager to execute an

amendment to the PSA with Parisi Transportation Consulting for an amount not to exceed \$50,000.00 for on-call transportation engineering service assistance with striping plan review, traffic calming application evaluations and implementation, traffic control plan review or preparation, and striping change review and recommendations due to project impacts.

FISCAL IMPACT

The Amendment to the PSA with Parisi Transportation Consulting to perform on-call transportation services is for a not to exceed amount of \$50,000.00.

The original agreement amount of \$24,999.00 has been depleted. An additional amount of \$50,000.00 is to be taken from the SB 1 fund balance to continue with on-call transportation engineering services through the rest of the fiscal year 2022/2023. If the amendment is approved, it would result in a revised project budget of \$74,999.00.

ATTACHMENTS

1. Resolution
 2. Amendment to PSA
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO PROVIDE ADDITIONAL ON-CALL TRANSPORTATION ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,00.00 AND APPROPRIATING \$50,000.00 TO THE BUDGET FROM THE SB 1 FUND BALANCE

WHEREAS, on March 18, 2021, the City approved Parisi Transportation Consulting (Parisi) as one of the consultants to provide on call traffic engineering service; and

WHEREAS, at the request of staff, Parisi submitted a proposal to provide on-call transportation engineering services not to exceed \$24,999.00; and

WHEREAS, on August 10, 2022, the City approved a Professional Services Agreement with Parisi in the amount of \$24,999.00 to provide on-call transportation engineering services; and

WHEREAS, Parisi submitted a proposal to continue providing on-call transportation engineering services through the end of Fiscal Year 2022-2023 in the amount of \$50,000.00; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the approved budget; and

WHEREAS, there is sufficient SB 1 Fund balance to fund the additional budget request.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Amendment to the Professional Services Agreement with Parisi Transportation Consulting to providing on-call transportation engineering services for an amount not to exceed \$50,000.00; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves a fiscal year 2022/2023 budget appropriation in the amount of \$50,000.00 from the SB 1 Fund to On-Call Transportation Engineering Services (100-8910-1030) such that the revised Project

budget is \$74,999.00, and directs the Finance Director to make appropriate budget adjustments.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 19th day of January, 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: January 11, 2023

Change Requested by: X City/District Consultant

Contract Date

Project Name

08/10/2022

On-Call Transportation Planning and Traffic Engineering Assistance

To (Consultant): Parisi Transportation Consulting, 58A Alta Vista Avenue, Mill Valley, Ca 94941

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

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

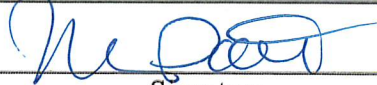
MODIFY the following text in section **A. Engagement**

The City agrees to engage the Consultant to provide Transportation Planning and Traffic Engineering Assistance as described in Exhibit A and A1, attached hereto and, hereinafter referred to as "the Project."

MODIFY the following text in **C. Compensation**

The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, and B1 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,999	\$0.00	\$50,000	\$74,999
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2023	0	June, 30, 2023

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	1/11/2023
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime M. Fontes City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	David Parisi, Principal	1/11/2023
Signature	Name and Title	Date

EXHIBIT A

SCOPE OF WORK

The Scope of Work consists of On-Call Transportation Planning and Traffic Engineering Assistance. These services may include responding to citizen requests, completing focused traffic engineering studies, review traffic control and signing and striping plans, and providing input to City staff on traffic engineering matters.

EXHIBIT A1



January 4, 2023

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

Subject: On-Call Transportation Planning and Traffic Engineering Assistance

Dear Ms. Patel:

Pursuant to your request, Parisi Transportation Consulting is requesting an amendment to our existing on-call transportation planning and traffic engineering assistance contract. Services to be provided include, but may not be limited to, assistance with pavement striping review, traffic calming application evaluations and implementation, traffic control plans, pavement striping changes due to project impacts, etc.

As discussed, our work will be billed in accordance with our standard billing rates and will not exceed \$50,000 for services through June 30, 2023.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Parisi".

David Parisi, PE, TE
Principal

HOURLY SERVICE RATES FOR PROFESSIONAL SERVICES

January 1, 2023 – December 31, 2023

Principal Consultant	\$250.00 - \$310.00
Managing Consultant	\$200.00 - \$250.00
Senior Consultant	\$160.00 - \$200.00
Consultant	\$125.00 - \$160.00
Associate Consultant	\$100.00 - \$130.00
Technician	\$95.00 - \$110.00

Notes:

Hourly service rates are effective through December 31, 2023. Subsequent annual increases will be reflected in the 2024 service rate schedule.

Reimbursable charges include, but are not limited to transportation charges, reproduction services, shipping expenses, and subconsultant fees. Mileage charges will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from the date of the invoice. Interest of 1.0% per month will be charged on past due invoices.

EXHIBIT B1



March 7, 2022

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

Subject: On-Call Transportation Planning and Traffic Engineering Assistance

Dear Ms. Patel:

Pursuant to your request, Parisi Transportation Consulting has prepared this proposal to provide on-call transportation planning and traffic engineering assistance to the City of Seaside to respond to near-term needs, as identified by the City. Our services may include responding to citizen requests, completing focused traffic engineering studies, and providing input to City staff on traffic engineering matters.

As discussed, our work will be billed in accordance with our standard billing rates and will not exceed ~~\$25,000~~ for services through June 30, 2022.
\$24,999

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David Parisi", is written over a light blue horizontal line.

David Parisi, PE, TE
Principal



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: January 19, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF AND WHEELER TO PREPARE A WATER SYSTEM MASTER PLAN FOR SEASIDE MUNICIPAL WATER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$88,000.00

RECOMMENDATION

Adopt a resolution authorizing a professional services agreement with Schaaf and Wheeler to prepare a water system master plan for Seaside Municipal Water System for an amount not to exceed \$88,000.00.

BACKGROUND

The Seaside Municipal Water System (SMWS) includes one active well, two storage tanks, a small booster pump station and approximately 800 customer connections. The service area is effectively built-out because there is no developable land remaining. The last SMWS master plan was prepared in 2005. The City should have the past master plan and water system capital improvement program updated to reflect current system conditions, demands, and other system needs. The water system master plan provides supportive documentation for a water rate study.

In December 2022, staff requested a proposal from Schaaf and Wheeler to develop a new water system master plan for Seaside Municipal Water System. On December 27, 2022, Schaaf and Wheeler provided a proposal to develop the SMWS Master Plan in the amount not to exceed \$88,000.00. The services in the proposal include: project management and attendance to meetings; review of existing plans (existing City General Plan, 2005 Water System Master Plan and Rate Study, 2019 Water Rate Study, and FY 2022/23 CIP) and other related documents; conducting analysis; preparation of

administrative draft plans, cost estimates and reports; preparation of a public review draft plan and cost estimates; and preparation of a final plan report including presentation to the City Council. Schaaf and Wheeler estimates it will take 5 months to complete the water system master plan. Staff reviewed the scope of work and fee in the proposal, and finds it acceptable.

The water system master plan will provide recommendations on maintenance, repairs, and capital projects, and prioritization of capital projects with current budget. It will also provide supportive documentation needed for a water rate study.

FISCAL IMPACT

The professional services agreement with Schaaf and Wheeler is in the amount not to exceed \$88,000.00, to be billed on a time and materials basis. A 10% contingency adds \$8,800.00 for a total of \$96,800.00 for development of the water system master plan.

The adopted fiscal year 2022/23 budget for the Water Master Plan is \$170,000.00. The Water Plan Plan Account (No. 401-8910-9566) will also be used to fund the update to the Seaside Municipal Water Rate Study. There are sufficient funds in the account to fund both services.

Staff recommends adopting a resolution authorizing the City Manager to execute a professional services agreement with Schaaf and Wheeler for the development of a water system master plan for an amount not to exceed \$88,000.00 and written amendments such that the total agreement does not exceed \$96,800.00.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF
AND WHEELER TO PREPARE A WATER SYSTEM MASTER PLAN FOR AN
AMOUNT NOT TO EXCEED \$88,000.00**

WHEREAS, the Water Master Plan (Project) is adopted in the fiscal year 2022/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, Schaaf and Wheeler is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, Staff requested a proposal from Schaaf and Wheeler to prepare a new water system master plan for Seaside Municipal Water System (SWMS); and

WHEREAS, on December 27, 2022, Schaaf and Wheeler provided a proposal to develop the SMWS Master Plan in the amount not to exceed \$88,000.00; and

WHEREAS, Schaaf and Wheeler has prepared water system master for numerous other agencies in the Bay Area; and

WHEREAS, to complete the water system master plan, Schaaf and Wheeler will provide: project management and attendance to meetings; review of existing plans (existing City General Plan, 2005 Water System Master Plan and Rate Study, 2019 Water Rate Study, and FY 2022/23 CIP) and related documents; conducting analysis; preparation of administrative draft plans, cost estimates and reports; preparation of a public review draft plan and cost estimates; and preparation of a final plan report including presentation to the City Council; and

WHEREAS, Staff reviewed the scope of work and fee in the proposal, and finds it acceptable; and

WHEREAS, an amount of \$8,800.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, the adopted fiscal year 2022/23 budget for the Water Master Plan Account (No. 401-8910-9566) is \$170,000.00; and

WHEREAS, there are sufficient funds in the Water Master Plan Account to fund the preparation of water system master plan by Schaaf and Wheeler; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Schaaf and Wheeler to prepare a water system master plan for an amount not to exceed \$88,000.00 and written amendments such that the total agreement does not exceed \$96,800.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 19th day of January, 2023 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
SEASIDE MUNICIPAL WATER SYSTEM MASTER PLAN**

THIS AGREEMENT, is made and effective **JANUARY 19, 2023**, between the City of Seaside, a municipal corporation ("Agency") and **SCHAAF & WHEELER, 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, 2023**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth **in Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **EIGHTY EIGHT THOUSAND DOLLARS (\$88,000)** 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 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 B** 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: SCHAAF & WHEELER
 3 QUAIL RUN CIRCLE, SUITE 101
 SALINAS, CA 93907

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, **ANDREW A. STERBENZ, P.E** shall be the Project Manager and Engineer of Record for the services described in this Agreement.

ANDREW A. STERBENZ, P.E 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 **ANDREW A. STERBENZ P.E** 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:

By:  Date: 01/11/2023
ANDREW A. STERBENZ, P.E.

City of Seaside, A Municipal Corporation

Jaime Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Insurance Requirements
	Exhibit C	Request for Proposal
	Exhibit D	Resolution Approving On-Call List

EXHIBIT A

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848

December 27, 2022

City of Seaside, Public Works Department
Attn: Ms. Nisha Patel, PE
440 Harcourt Avenue
Seaside, CA 93955

Subject: Proposal for Seaside Municipal Water System Master Plan

Dear Nisha:

Schaaf & Wheeler is pleased to propose engineering services for the **Seaside Municipal Water System Master Plan**. The City's water system includes one active well, two storage tanks, a small booster pump station and approximately 800 customer connections. The service area is effectively built-out. The previous master plan was prepared in 2005. The City wishes to update the master plan and update the water system capital improvements program.

Our detailed scope of work and fee estimate are attached. We estimate that the planning effort will take four to five months to complete, depending upon the availability of City staff and access to needed system data. Our estimated fee for this project is \$88,000. Costs will be billed on a time and materials basis, with a not-to-exceed limit. Our 2023 charge rate schedule is attached.

We thank you for this opportunity to propose services for the **City of Seaside Municipal Water System Master Plan**. Should you need any further information, please contact me at (831) 883-4848 or asterbenz@swws.com.

Sincerely,
Schaaf & Wheeler



Andrew A. Sterbenz, PE
Vice President

Project Understanding

The City of Seaside Municipal Water System serves a portion of the City, with 760 residential customers and 32 commercial customers. The system has one active water well, two water storage tanks and a small booster pump station. The majority of the system is under gravity pressure from the water tanks. All water supply comes from the Seaside Groundwater Basin. The system has an emergency inter-tie with California American Water, which serves the adjacent portions of the City. The City is also responsible for groundwater supply to the Bayonet and Blackhorse Golf Course.

The last water system master plan was prepared in 2005. Since that time, the City's allocation of groundwater under the Seaside Basin Water Master has been reduced, and the City is currently converting the golf course to recycled water, which will allow increased groundwater use elsewhere within their system. The City is currently updating the General Plan, but the portion of the City within the Municipal Water System is effectively built out. The City is also currently designing a new water supply well.

Scope of Work

1. Project Management and Meetings
 - 1.1. Schaaf & Wheeler will manage the project and prepare and submit monthly invoices and progress reports.
 - 1.2. The Schaaf & Wheeler team will attend meetings with City staff, the City Council and other agencies as needed to complete the master plan analysis and reports, and to present the results. We will prepare agendas, presentations and staff reports as needed, depending upon the meeting, and prepare meeting summaries and action item lists. The anticipated meetings for this project are:
 - Project kick-off meeting with City staff
 - Review meeting(s) with staff to discuss the modeling results, draft CIP and draft reports
 - City Council meeting to present draft report
 - City Council meeting to present final report for adoption
2. Review Existing Plans and Related Documents
 - 2.1. Schaaf & Wheeler will review the City's general plan and the following technical reports, which form the basis of the current capital improvement program:
 - 2005 Water System Master Plan and Rate Study
 - 2019 Water Rate Study
 - FY 2022/23 CIP
 - 2.2. Schaaf & Wheeler will review the Seaside Basin Water Master rules, Monterey Peninsula Water Management District rules and any agreements pertaining to water supply for the City.
3. Conduct Analysis
 - 3.1. Schaaf & Wheeler will conduct analyses as required to prepare the master plans.
 - 3.1.1. Construct the current condition system model. The 2005 Master Plan modelled the system in WaterCAD. If those files are available, we will update the model with current water demands and production wells. If they are not available, we will reconstruct the model. Water demands will be based on customer billing records.

- 3.1.2. Model calibration will use available SCADA system records, augmented as needed with pressure recorders and hydrant flow tests.
 - 3.1.3. Update the future water demand projections. This will include accounting for in-fill development (ADUs) as well as any new demands external to the system which would need to be met from City wells. This would include providing water to CalAm under the mutual support agreement.
 - 3.1.4. Schaaf & Wheeler will visit and evaluate the water system facilities. We intend to visit every location with SCADA and control panels, including all wells, booster pump stations and water tanks. Data will be collected in standardized worksheets and the results presented in a technical appendix to the report. The inspections will be visual and focused upon the electrical and pumping equipment. Additional electrical or structural evaluations may be recommended. Facilities requiring upgrade or repair will be addressed in the capital improvement project list.
 - 3.1.5. We will work with the City O&M Superintendent to identify facilities in need of replacement or upgrade. We would like to review the valve exercising schedule, pump maintenance schedules and any other applicable records in order to identify needed capital replacements.
 - 3.1.6. Review the current capital improvement programs and the projects identified in the 2005 master plan. The need for each project will be validated against the updated development projection and current and future condition system models.
 - 3.1.7. Prepare updated capital improvement project lists, with current-year cost estimates. Project descriptions will include the timing of the project, the reason it is required (which deficiency it addresses or development it supports), an allocation of need between cost centers (if applicable) and details of the project (location map and materials list).
4. Prepare Administrative Draft Plans, Cost Estimates and Reports
 - 4.1. Schaaf & Wheeler will prepare administrative draft water master plan for staff review, as outlined below. Plans will be submitted in hard copy and as electronic files (pdf, MS Word, MS Excel). Following review by City staff, we will meet with staff to receive comments and discuss changes.
 - 4.1.1. Report Outline
 - Introduction and Overview. Provide the background, history, purpose of the report. Summarize existing land use and planning information and agency coordination.
 - System Description. Provide a general description of water system, zones, wells, pump stations, reservoirs, distribution system and service area networks, location and service area maps,
 - Water Usage and Demand Projections. Water demand, use and deliveries; projected water demands; updated zoning and land use plans. Demand changes due to recycled water availability.
 - Supply Sources. Existing and Planned Sources of Water, Groundwater, Surface Water, Stormwater, Exchanges or Transfers, Future Water Projects, Basin Management, and Climate Change.

- Planning and Design Criteria. Water Quality, Seawater Intrusion, Groundwater Contamination, Water Supply Capacity, Storage Requirements – Operational, Fire, Emergency and Total Storage, Service Pressures, Mains and Peaking Factors.
 - Supply and Storage Evaluation. Evaluate Supply Capacity, Water Rights and Augmentation, Storage Capacity and Proposed Reservoirs.
 - Hydraulic Analysis. Provide Model Development and Calibration, Results of Hydraulic Analysis, Modeling of Future System and Projected Demands. Recommended Improvements, Projects and Project Information.
 - Capital Improvement Program. Recommend projects with descriptions, cost estimates and projected timing.
5. Prepare Public Review Draft Plan and Cost Estimates
- 5.1. Schaaf & Wheeler will incorporate changes pursuant to comments received from staff during the administrative draft review. We will prepare Public Review Drafts of the reports. We will submit one electronic copy and submit 10 bound copies for a City Council meeting
- 5.2. Schaaf & Wheeler will attend and present the draft report at the City Council meeting. Schaaf & Wheeler will prepare a draft Agenda transmittal and presentation for inclusion in the Council meeting packet.
6. Prepare Final Plan Report
- 6.1. Schaaf & Wheeler will incorporate changes pursuant to comments received at the City Council presentation. We will submit an electronic proof copy in tracked-changes for staff review. Following staff approval, we will submit one unbound copy, 10 bound copies, and one electronic copy of the report.
- 6.2. Schaaf & Wheeler will present the final Master Plan report and recommended CIP to the City Council at a regularly scheduled Meeting. We will receive any final City Council corrections and changes for adoption of the Final Plan Report. We anticipate that the plans will be approved with edits at the meeting.
- 6.3. Schaaf & Wheeler will incorporate the final corrections and changes for the adopted Final Report and provide 10 bound copies of the City Council adopted Master Plan Report and one electronic copy of each report. The final deliverable package will include the water master plan model files.
7. Assumptions and Limitations
- 7.1. We assume that CEQA review is not required for the master planning effort. CEQA reviews will be conducted on a project by project basis as needed.
- 7.2. We assume there will be no more than three modeling scenarios required to consider providing water to outside customer areas.
8. Services Not Included
- 8.1. Detailed civil design. Capital Projects will be identified and estimated at a functional/conceptual level only.
- 8.2. Topographic surveying. Model will be based on the existing topographic map and system plans.

EXHIBIT A

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

Client: City of Seaside

Project: Water System Master Plan

Task:

Estimate Date: 12/20/2022

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PM \$275	SENIOR PM \$250	SENIOR ENG \$235	ASSOC ENG \$210	ASST ENG \$195	JUNIOR ENG \$185	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	TOTAL COSTS \$ W/ MARK-UP	TASK TOTAL
1	Project Management & Meetings											\$10,730
	Management and Routine Meetings	12				12		24	\$5,640		\$5,640	
	Kickoff Meeting	2				2		4	\$940		\$940	
	Admin Draft Review Meeting	4				8		12	\$2,660		\$2,660	
	Present public draft at City Council	2				2		4	\$940		\$940	
	Present final report at City Council	2						2	\$550		\$550	
2	Review Existing Plans and Documents											\$3,360
	Document Review	4				4	8	16	\$3,360		\$3,360	
3	Analysis											\$42,750
	Current condition model (assumes rebuilding from map)	2	4			4	80	90	\$17,130		\$17,130	
	Calibration field work					12	24	36	\$6,780		\$6,780	
	Future condition model(s)	2	4			8	24	38	\$7,550		\$7,550	
	Site visits and evaluations	2	4			8	8	22	\$4,590		\$4,590	
	Catalog existing needs/deficiencies					4		4	\$780		\$780	
	Assess status of previous CIP's					4		4	\$780		\$780	
	Identify required projects	4	4			8	8	24	\$5,140		\$5,140	
4	Prepare Administrative Draft Report											\$19,030
	Prepare Report Chapters	12	8			8	24	52	\$11,300	\$500	\$11,850	
	Prepare Project Descriptions and Cost Estimates	4				16	16	36	\$7,180		\$7,180	
5	Prepare Public Review Draft Report											\$7,170
	Update report text and figures	4	4			8	16	32	\$6,620	\$500	\$7,170	
5	Prepare Final Report											\$4,910
	Update report text and figures	4	4			4	8	20	\$4,360	\$500	\$4,910	
	Total	60	32	0	0	112	216	420	\$86,300	\$1,500	\$87,950	\$87,950
	ROUNDED TOTAL										\$88,000	

EXHIBIT A

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
408-246-4848

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Principal Project Manager	\$275	Construction Manager	\$250
Senior Project Manager	\$250	Senior Resident Engineer	\$235
Senior Engineer	\$235	Resident Engineer	\$210
Associate Engineer	\$210	Assistant Resident Engineer	\$190
Assistant Engineer	\$195		
Junior Engineer	\$185		
Designer	\$175		
GIS Analyst	\$175		
Technician	\$160		
Engineering Trainee	\$135		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at \$400 per hour. Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/23

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.

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.

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

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

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

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

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

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

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

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

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

EXHIBIT C

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

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

Grounds for Disqualification

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

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

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

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

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



ADDENDUM No.1
For the Request for Qualifications for
On-Call Consultants – Engineering Services
April 5, 2022

Addendum No. 1 is being issued for revisions to the Request for Qualifications for On-Call Consultants - Engineering Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

REVISIONS

Proposal Requirements

1. Replace the last paragraph on page 2 under *Statement of Qualifications Submittal Requirements* with the following:

The SOQ will be limited to 10 numbered pages excluding the title sheet if provided. Minimum font size is 12 point. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper, such that scanning the document yields 10 pages of content. Front and back covers, if provided, will not count towards the 10 page limit. Additional information may be attached as appendices which will not count against the page limit. The City makes no assurances that any additional information in appendices will be reviewed.

If there are any questions regarding this addendum, please contact Patrick Grogan at pgrogan@ci.seaside.ca.us

Sincerely,

Nisha Patel
PW Director / City Engineer

EXHIBIT C



ADDENDUM No.2
For the Request for Qualifications for
On-Call Consultants – Engineering Services
April 20, 2022

Addendum No. 2 is being issued for revisions to the Request for Qualifications for On-Call Consultants - Engineering Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

REVISIONS

Proposal Requirements

The Table of Contents does not count toward the 10-page limit.

Schedule for Selection Process

SOQ's must be received by 5:00PM April 29, 2022. SOQ's received after this deadline will not be accepted.

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Proposal Due	Friday, April 29, 2022
Proposal Ranking	May 2 to May 20, 2022
Project Award	Thursday, June 2, 2022

If there are any questions regarding this addendum, please contact Patrick Grogan at pgrogan@ci.seaside.ca.us

Sincerely,



Nisha Patel
PW Director / City Engineer

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

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

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

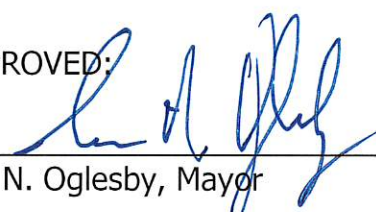
EXHIBIT D

BE IT FURTHER RESOLVED, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2nd, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

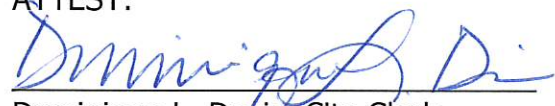
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



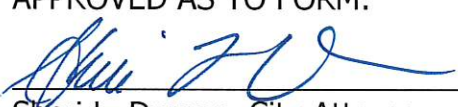
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 19, 2023

SUBJECT: ADOPT A RESOLUTION APPROPRIATING \$6,200.00 FROM THE GENERAL FUND TO SUPPLEMENT THE BUDGET FOR THE TRAIL MAINTENANCE STRATEGY AND ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

RECOMMENDATION

Adopt a resolution appropriating \$6,200.00 from the general fund on behalf of the Laguna Grande Joint Powers Agency to supplement the budget for the Trail Maintenance Strategy and Environmental Review for the Laguna Regional Park.

BACKGROUND

The Laguna Grande Regional Park Joint Powers Agency (JPA) includes a representative from the City of Monterey, City of Seaside, and Monterey Peninsula Regional Park District. The JPA was reinvigorated in 2019. In 2021, the JPA adopted Resolution 2021-01 awarding the contract to BFS to prepare a trail maintenance strategy and environmental document to address some of the community concerns about the south end of the park. The original contract of \$109,965 divided costs between the three agencies as follows: Cities of Seaside and Monterey \$24,982.50, and Monterey Peninsula Regional Park District \$60,000.00.

The Draft Trail Maintenance Strategy was approved by the JPA for environmental review, and the environmental review is almost complete. However, discrepancies in the park boundary and ownership were discovered during the project's review. The consultant indicates the cost to correct the documents and conduct additional site research will cost \$18,600.00. To complete this phase of the project, staff recommends that the City Council authorize an additional \$6,200.00 from the General Fund to help cover the cost. The City of Monterey approved funding the whole cost. However, they are requesting the other two member agencies to split the cost three ways.

As noted in previous staff reports, the JPA hopes to archive a certified environmental document through this process. If successful, the JPA or appropriate government agency would then pursue permits for the project from various resource agencies such as the Regional Water Quality Control Board, etc. Additional permits will be brought forward to the member agencies at the appropriate time. Maintenance permits can only commence after all permits are obtained.

Staff recommends that the City Council adopt the attached resolution authorizing the appropriation of funds in the amount of \$6,200.00 to supplement the budget for the Laguna Grande Regional Trail Maintenance Strategy and environmental review from the General Fund and issue payment to reimburse the City of Monterey.

FISCAL IMPACT

The original contract cost was \$109,965.00 for the trail maintenance strategy and environmental review. The original contract divided costs between the three agencies as follows: Cities of Seaside and Monterey contributed \$24,982.50 each, and Monterey Peninsula Regional Park District contributed \$60,000. Due to discrepancies in the project area boundary and resulting delays that staff and the consultants had to resolve, the consultant's scope of work is proposed to be amended and the cost increase is \$18,600.00. The City of Monterey approved the payment with the hopes that the City of Seaside, and the Park District would share the cost with the City of Monterey.

The amended budget for the project would be funded as follows if the cost is shared:

Monterey Regional Park District - \$6,200.00

City of Seaside - \$6,200.00

City of Monterey - \$6,200.00

Total - \$18,600.00

ATTACHMENTS

1. BFS Laguna Grande Park scope
2. JPA Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

Scope of Services

Laguna Grande Park Master Plan

Revised February 17, 2021



1.0 TRAIL MAINTENANCE STRATEGY

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

2.0 COMMUNITY OUTREACH

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

P19-110_Scope 20210217.docx

BFS Landscape Architects • bfsla.com

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

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

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

5.0 ADDITIONAL SERVICES

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

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

EXCLUSIONS

The following are excluded from our scope of services.

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

-END -

COMPENSATION

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

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

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

SCHEDULE

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

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

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE APPROPRIATION OF FUND IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200.00) TO THE CITY OF MONTEREY TO SUPPLEMENT THE BUDGET FOR THE TRAIL MAINTENANCE STRATEGY AND CONDUCT AN ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

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

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

WHEREAS, the JPA adopted Resolution 2021-01 awarding the contract to BFS Landscape Architects and authorizing the City of Monterey to collect payment from JPA member entities and to issue payment to BFS Landscape Architects when payment is due; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approve the appropriation of \$6,200.00 from the General Fund to the City of Monterey for the supplement budget amendment for the development and environmental work for the JPA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of January by the following vote:

AYES: COUNCIL MEMBERS:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: January 19, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE ENGINEERING SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$13,100.00

RECOMMENDATION

Adopt a resolution authorizing an amendment to the professional services agreement with Kimley-Horn to provide engineering support services for an amount not to exceed \$13,100.00

BACKGROUND

The Engineering Division has vacancies in two Senior Civil Engineer positions that provide management and oversight over capital improvement projects, development projects, and Engineering staff work production.

The City commenced with recruitment to fill the Senior Civil Engineer positions. To provide additional support until the positions are filled, the Human Resources Manager hired Ryan Bernal from Kimley-Horn to provide support with Engineering work related to the development of the site just south of Divarty Street between 1st Avenue and 2nd Avenue and Fire Station No. 2 project at northwest corner of Gigling Road and 1st Avenue.

The City entered into a Professional Services Agreement (PSA) with Kimley-Horn for Engineering staff support in the amount of \$24,999.00. Ryan Bernal provided support under that contract from October through December 2022.

The work Ryan Bernal was managing is transitioning to Schaaf and Wheeler, as they are providing the overall senior management level support for the Public Works

Engineering Division for the next few months. Staff requested a proposal from Kimley-Horn to continue to provide Engineering support for up to 10 hours a week in January 2023, on a time and materials basis. Kimley-Horn provided the proposal for Ryan Bernal to provide support in January 2023 or until the budget is expended. Staff reviewed the proposal and finds the scope of work and fee acceptable.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an Amendment to the Professional Services Agreement with Schaaf and Wheeler for an amount not to exceed \$13,100.00, with a total PSA amount of \$37,399.00.

FISCAL IMPACT

There is no fiscal impact to the Amendment to the Professional Services Agreement with Schaaf and Wheeler for staff support including Acting City Engineer services. There are salary savings from the Senior Civil Engineer position being vacant since the beginning of the fiscal year. The PSA and amendment to the PSA with Schaaf and Wheeler will be paid from salary savings. Funds from the salary account will be transferred into the Engineering Consultant account (No. 100-8910-1030) to pay for services under the PSA and Amendment to the PSA.

ATTACHMENTS

1. Resolution
2. Amendment

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE CIVIL ENGINEERING SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$37,399.00.

WHEREAS, Engineering has vacancies in two Senior Civil Engineer positions that that provide management and oversight over capital improvement projects, development projects, and Engineering staff production; and

WHEREAS, the City has commenced with recruitment to fill the Senior Civil Engineer positions; and

WHEREAS, to provide additional support until the positions are filled, the Human Resources Manager hired Ryan Bernal from Kimley-Horn to provide support with Engineering work related to two projects; and

WHEREAS, the work Ryan Bernal was managing is transitioning to Schaaf and Wheeler, as they are providing the overall senior management level support for the Public Works Engineering Division for the next few months; and

WHEREAS, the City Manager approved a Professional Services Agreement (PSA) with Kimley-Horn in the amount of \$24,999.00 for staff support; and

WHEREAS, Staff requested a proposal from Kimley-Horn to continue to provide Engineering support for up to 10 hours a week in January 2023, on a time and materials basis; and

WHEREAS, Kimley-Horn provided the proposal for Ryan Bernal to provide support in January 2023; and

WHEREAS, Staff reviewed the proposal and finds the scope of work and fee acceptable.; and

WHEREAS, there is salary savings from unfilled Senior Civil Engineer positions to fund the Kimley-Horn PSA and Amendment to the PSA; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Amendment to the Professional

Services Agreement with Kimley-Horn to continue to provide Engineer staff support for an amount not to exceed \$13,100.00, and total Professional Services Agreement amount of \$37,399.00.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to make a budget transfer from the Engineering salary account to the Engineering Consultant account (No. 100-8910-1030) from which the Kimley-Horn PSA and Amendment to the PSA will be paid.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 19th day of January, 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

**CONTRACT AMENDMENT #1
DESIGN PROFESSIONAL SERVICES AGREEMENT
SEASIDE ENGINEERING SUPPORT
City of Seaside**

Date: December 28, 2022Change Requested by: X City Consultant**Contract Date****Project Name**September 26, 2022Seaside Engineering SupportTo (Consultant): Kimley-Horn and Associates, Inc.

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

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

MODIFY the following text in **Section 2, "SERVICES."**

Consultant shall perform the tasks described and set forth in **Exhibit A and A-1**, 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 and A-1**.

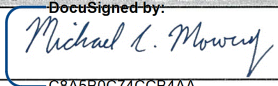
MODIFY the following text in **Section 5, "PAYMENT."**

(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 A and A-1**, 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 **THIRTY SEVEN THOUSAND THREE HUNDRED NINETY NINE DOLLARS (\$37,399)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$24,999	\$0	\$12,400	\$37,399
Original Contract Time	Original Completion Date	CCO Time To Date (Including This CCO)	Revised Completion Date
3 Months	December 31, 2022	6 Months	June 30, 2023

***** SIGNATURES ON NEXT PAGE *****

CONTRACT AMENDMENT #1
DESIGN PROFESSIONAL SERVICES AGREEMENT
SEASIDE ENGINEERING SUPPORT
City of Seaside

SUBMITTED BY:		
	Nisha Patel City Engineer / Public Works Director	12-30-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime Fontes City Manager	
Signature	Name and Title	Date
CONSULTANT		
ACCEPTANCE BY:		
 DocuSigned by:	Michael Mowery Senior Vice President	1/3/2023
C8A5B0C74CCB4AA... Signature	Name and Title	Date

January 3, 2023

Submitted Electronically

Ms. Nisha Patel, P.E.
Public Works Directory / City Engineer
CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

RE: Seaside Engineering Support – Additional Services Request

Dear Ms. Patel:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter proposal for additional services (the “Proposal”) to City of Seaside (“Client”) for providing civil engineering support services to supplement staffing needs for the Public Works Department.

The scope of services can be generally described as follows:

SCOPE OF SERVICES

Kimley-Horn and Associates, Inc. (Kimley-Horn) will provide as-needed consulting services to the Client for general development services support for municipal and private projects. Client and Consultant to coordinate services that can be provided by Consultant and will provide qualifications to City as needed for specialty services.

This proposal is written for anticipated assistance with City Projects including but not limited to Divarty Road between First Avenue and Second Avenue. We are allocating 45 hours for this assistance.

Kimley-Horn consulting services will be provided as requested by means of in-person presence at City offices, attendance to meetings, attendance to Council and Commission meetings, virtual video and tele-conference calls, email correspondence, or as otherwise directed by the Client. Travel time and related travel expenses for in-person meetings shall be reimbursed per the terms and conditions of this agreement. Client and Consultant will coordinate weekly on services to be provided (as can be reasonably accommodated by Consultant).

At the direction of the Client, Kimley-Horn will perform Civil Engineering services in conformance with City standards for their review and authorization.

The rates provided in Attachment 1 are effective through June 2023. Subsequent rate increases will be reviewed in June of each year, starting June 2023. The actual rate increase will vary based on then current conditions. It is anticipated that services will be completed before June 2023, and discussion regarding rates will not likely be required related to these additional services.

FEE

Kimley-Horn will perform the Scope of Services described above “T&M Budget” on a labor fee plus expense basis, up to \$12,400 in labor fees. This is estimated using a total of 45 hours of services. Should service requests exceed the maximum contract fee, Kimley-Horn will notify the Client and determine if additional contract fee can be obtained to continue service. Labor fee will be billed on an hourly basis according to our then-current rates (enclosed).

As related to these as-needed tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Kimley-Horn has accounted for up to \$700 in reimbursable expenses for the duration of the work. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

The total estimated fee for these services including labor and expenses is \$13,100.

ADDITIONAL SERVICES IF REQUIRED

Should other distinct Kimley-Horn consulting services, such as preparation of civil drawings, landscape drawings, CEQA documents, marketing, etc., be requested then a separate proposal outlining these scopes of services will be prepared and presented to Client for approval. Such Additional Services, once approved by Client, will be contracted for under a separate individual Task Order.

SCHEDULE

The Client and Kimley-Horn shall mutually identify and agree on deliverable dates as reasonably applicable.

DELIVERABLES

Kimley-Horn will provide deliverables that coincide with the requested services, which can include entitlement summaries, environmental summaries, preliminary development schedules, checklists, reporting documents, etc. Deliverables will be confirmed with the Client prior to initiating.

ATTACHMENTS:

1. Kimley-Horn Rate Schedule

ATTACHMENT 1**Kimley-Horn Rate Schedule****Hourly Labor Rate Schedule**

Classification	<i>Rate</i>
Analyst I	\$120 - \$155
Analyst II	\$145 - \$195
Professional	\$200 - \$220
Senior Professional I	\$230 - \$275
Senior Professional II	\$315 - \$365
Senior Technical Support	\$100 - \$225
Technical Support	\$95 - \$145
Support Staff	\$80 - \$130

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up.

Sub-Consultants will be billed per the Contract



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Patrick Grogan, Associate Engineer
Nisha Patel, Public Works Director/City Engineer

DATE: January 19, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE APPLICATION FOR
GRANT FUNDS FROM THE CALIFORNIA STATE HIGHWAY
SAFETY IMPROVEMENT PROGRAM FOR DEVELOPMENT OF A
LOCAL ROADWAY SAFETY PLAN**

RECOMMENDATION

Adopt a resolution to apply for grant funds from the California State Highway Safety Improvement Program for the Local Roadway Safety Plan.

BACKGROUND

The Public Works Engineering Division would like to submit a grant application to the Highway Safety Improvement Program (HSIP) grant program, administered by Caltrans. Funding from this grant would assist in the development of a Local Road Safety Plan (LRSP) for the City of Seaside.

The LRSP is a crash data driven safety evaluation of the City's roadway network, which develops and prioritizes systemic safety improvements for all modes of transportation, including pedestrians and cyclists. The goal of the LRSP is to reduce traffic related fatalities and severe injuries on the City's roadways and intersections. This is accomplished through a variety of tools, including public education, enforcement of laws and regulations, engineering solutions to traffic related problems, and emergency medical services. The plan will target pedestrian, bicycle, and vehicular safety improvements where they are needed the most.

Development of a LRSP allows the City to be eligible to apply for other funding opportunities, including Safe Streets for All, and HSIP funding, as well as supporting future Caltrans ATP funding, Sustainable Transportation Planning Grant Program

funding, and Complete Streets funding.

The development of a LRSP for the City is estimated to cost between \$100,000.00 to \$150,000.00. Grant funds for the project are 90% of the total cost, up to a maximum of \$40,000.00, including match funding of 10% of the grant amount.

The City Administrative Policy says that grant applications equal to or in excess of \$10,000.00 are required to be approved by the City Council, per City of Seaside policy. The Policy requires that the City Council adopt a resolution approving the filing of the application, certifying the project is consistent with the General Plan, certifying the applicant has sufficient funds available to operate and maintain the project, and appointing the City Manager as agent for the project.

The funding opportunities provided by the development of the LRSP are generally consistent with the City General Plan, providing funding for a variety of improvement projects that overlap or directly relate to the goals of the City General Plan. These goals in the General Plan which the improvements satisfy include developing and maintaining a City circulation system that promotes safety and satisfies demand, and promotes the use of multi-modal transportation, including bicycle and pedestrian integration into the City's circulation system.

Preparation of the application is in process and will be required to be submitted online to the Caltrans Division of Local Assistance, by February 2023.

Staff recommends Council adopt a resolution approving the application for grant funds from the California HSIP.

FISCAL IMPACT

The City contracts with California Consulting, Inc. to prepare grant applications. Although there is no fee for California Consulting to prepare an individual grant application, California Consulting charges the City \$4,000.00 per month for their grant preparation services.

If the application is approved, the maximum amount of grant funds for the project is \$36,000.00, which is 90% of the maximum reimbursable project amount of \$40,000.00. The City is required to match 10% of the grant funding, and is responsible for any costs above the maximum reimbursable amount of \$40,000.00. Assuming that the development of a LRSP costs a total of \$100,000.00, the City would be responsible for \$64,000.00.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOCAL ROADWAY SAFETY PLAN

WHEREAS, the Local Roadway Safety Plan grant provides funds from the Caltrans Division of Local Assistance to local and non-profit organizations for the development and implementation of a Local Roadway Safety Plan, and traffic and roadway related improvements; and

WHEREAS, the Caltrans Division of Local Assistance has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing project application; and

WHEREAS, the City of Seaside's internal standard operating procedures require all grant applications for amounts of \$10,000.00 and above to receive approval from the City Council prior to applying for the grant; and

WHEREAS, the maximum amount of grant funds for the project is \$36,000.00, which is 90% of the maximum reimbursable project amount of \$40,000.00; and

WHEREAS, the City is required to match 10% of the grant funding, and is responsible for any costs above the maximum reimbursable amount of \$40,000.00; and

WHEREAS, if grant funds are awarded, the City will enter into an agreement with the Caltrans Division of Local Assistance;

WHEREAS, the General Plan goal that will be met by improvements that can get funded by development of an LRSP is developing and maintaining a City circulation system that promotes safety and satisfies demand, and promotes the use of multi-modal transportation, including bicycle and pedestrian integration into the City's circulation system;

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

1. Approves the filing of an application for the Local Roadway Safety Plan; and
2. Certifies that the development of a Local Roadway Safety Plan is consistent with the general plan or equivalent planning document; and

3. Certifies that the City has or will have available prior to the commencement of any work on the development of a Local Roadway Safety Plan, sufficient funds to operate and maintain the project; and
4. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 19th day of January, 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst
Victor Damiani, Finance Director

DATE: January 19, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE PART-TIME,
TEMPORARY, AND SEASONAL EMPLOYEES SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2023**

RECOMMENDATION

Adopt a resolution increasing the City's part-time, temporary, and seasonal employees salary schedule for selected positions in order to offer market-competitive salaries and compaction issues with the new state minimum wage that took effect January 1, 2023.

BACKGROUND

The State of California minimum wage rate of \$15.00 per hour increased to \$15.50 per hour, effective January 1, 2023. The part-time, temporary, and seasonal salary schedule has been updated to align with the increased minimum wage. Some positions show more significant increases in the pay scale than others to account for compaction issues related to the hierarchy of positions (i.e. Recreation Leader, Lifeguard, etc) and necessary salary adjustments made for positions that are behind the market by 20%, in order to attract recruitment and improve retention in the Recreation Department.

The Recreation Department has over one hundred part-time employees that work in a variety of different capacities. They provide program support in every program area of the department such as: pre-school, older adults, after -school/day camps, facilities/janitorial, administration/front desk, sports, facility rentals and life guarding. While many of the positions are entry level, the department does have multiple positions, which are lead/ supervisory positions. These positions are Recreation Specialist, Lead and Senior Life Guard, Pool Manager, Assistant Pool Manager, Lead Facility Attendant, Office Assistant, and Recreation Coordinator. These positions require a more advanced skill set, and are a great stepping stone for employees to gain

valuable leadership and programming skills that will prepare them for future advancement. Each one of these positions is vital to the operations of the department and providing a competitive wage will increase the City's ability to recruit and retain employees.

Staff recommends implementation of the proposed new salary schedule in order to be at a competitive market range with neighboring agencies to take effect on December 24, 2022, which is the first day of the pay period, which includes January 1, 2023.

FISCAL IMPACT

The impact of implementing the proposed part time and seasonal salary schedule is estimated to be \$114,933.00 for Fiscal Year 2022/2023. This increase was not fully budgeted. Staff will assess the City's part time salary budget line items and any necessary budget adjustments will be addressed at the mid-year budget review if needed.

ATTACHMENTS

1. Resolution
2. 2023 Part Time Salary Schedule

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING AN UPDATED PART TIME SALARY SCHEDULE

WHEREAS, the City's Classification Plan of positions may be amended on recommendation of the City Manager and approval by the City Council; and

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

WHEREAS, there is a need to adopt a new part-time Salary Schedule effective December 24, 2022, to reflect the new State minimum wage increase; and

WHEREAS, these changes to the part-time Salary Schedule will enhance the organizational structure of part-time positions and improve service levels;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the attached Salary Schedule for part-time employees.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of January, 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

DRAFT
2023 Part-Time Salary Schedule

2023 Part Time Salary Schedule

Occupational Job Families and Job Classes	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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Aquatics Programs

Lead Lifeguard	9	\$ 20.06	\$ 20.48	\$ 20.92	\$ 21.37	\$ 21.83
Water Safety Instructor	7	\$ 19.24	\$ 19.65	\$ 20.06	\$ 20.49	\$ 20.93
Lifeguard	4	\$ 18.08	\$ 18.45	\$ 18.84	\$ 19.24	\$ 19.64

Recreation Programs

Recreation Specialist II	19	\$ 21.31	\$ 21.84	\$ 22.39	\$ 22.95	
Recreation Specialist	15	\$ 19.31	\$ 19.79	\$ 20.29	\$ 20.79	
Rec Bus Driver	16	\$ 25.00	\$ 25.63	\$ 26.27	\$ 20.28	
Recreation Leader IV	9	\$ 18.83	\$ 19.31	\$ 19.79	\$ 20.28	\$ 20.79
Recreation Leader III	7	\$ 17.93	\$ 18.38	\$ 18.84	\$ 19.31	\$ 19.79
Recreation Leader II	3	\$ 17.53	\$ 17.97	\$ 18.42	\$ 18.88	\$ 19.35
Recreation Leader I	1	\$ 16.50	\$ 16.91	\$ 17.34	\$ 17.77	\$ 18.21
Summer Youth Intern		\$ 16.00	\$ 16.40	\$ 16.81	\$ 17.23	\$ 17.66

No change

No Change

Administrative Group (No change)

Office Assistant	16	\$ 18.83	\$ 19.30	\$ 19.78	\$ 20.28	\$ 20.78
Facility Receptionist	13	\$ 17.48	\$ 17.92	\$ 18.36	\$ 18.82	\$ 19.29

Facilities Group

Lead Facility Attendant	12	\$ 18.37	\$ 18.83	\$ 19.30	\$ 19.78	\$ 20.28
Facility Attendant	9	\$ 17.92	\$ 18.37	\$ 18.83	\$ 19.30	\$ 19.78

Other

Intern I-III	7	\$ 17.93	\$ 18.38	\$ 18.84	\$ 19.31	\$ 19.79
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Implementation Options Considered:

Future minimum wage increase(s)

Eliminate 8 step salaries so that all positions are only 5 steps (step 1 will start at step 4 of current salary schedule)

Positions with proposed increases are behind market by at least 20%

Part-time Regular positions have salary sheduled increases in accordance with full-time SCEA MOU schedule



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: City Manager
City Attorney

DATE: January 19, 2023

**SUBJECT: ADOPT RESOLUTION RATIFYING DECLARATION OF LOCAL
EMERGENCY DUE TO THE 2022-2023 ATMOSPHERIC RIVER
STORMS**

RECOMMENDATION

Adopt a resolution ratifying a declaration of Local Emergency.

BACKGROUND

When a local emergency is proclaimed by the Director of Emergency Services, the City Code requires that it be submitted to the City Council for ratification at the earliest possible time. City staff will return to the Council on a timely basis to request any necessary extensions of the proclaimed local emergency. This item request Council approval to ratify the local state of emergency as a result of damages (known and unknown) to roads and other City property from the December 2022 and January 2023 Atmospheric River Storm events that have occurred and are ongoing.

While the City of Seaside generally has weathered the storms well, our Storm drainage system was inundated and sink-holes in our streets and roads were increased in size due to the inundation of rain. In addition, in pursuit of protection of the health and safety of our residents, the City expended staff time and overtime in storm-related preparations and made acquisitions of additional equipment and supplies, such as sand and pumps to address storm-related impacts. The City also required our contractors who were already performing emergency repairs to our storm drain system to bring in additional pumps and man power to monitor flooding conditions. There may very likely be additional costs associated with those activities. The extent of those additional costs has not yet been tabulated.

On or about January 4, 2023, the Governor of the State declared a state-wide emergency due to the 2022-2023 Atmospheric River storm systems battering California. Additionally, on January 9, 2023, the President of the United States declared a federal emergency in California due to the Atmospheric River Storm systems. The City needs to declare a local emergency to be eligible to seek state and federal disaster funds and assistance. Typically, only a portion of damage totals are recoverable from state and federal governmental sources.

FISCAL IMPACT

To be determined.

ATTACHMENTS

1. Resolution
 2. Proclamation of Local Emergency
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

RATIFYING THE PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, Government Code §8630 and Seaside Municipal Code Chapter 2.40 authorize the City Manager, acting as the Director of Emergency Services, to proclaim a local emergency as defined by Government Code §8558, subdivision (c) when the City of Seaside City Council is not in session; and

WHEREAS, on January 4, 2023, the Governor of the State of California issued a state wide state of emergency due to the Atmospheric River Storms; and

WHEREAS, on January 9, 2023, the President of the United States declared a federal emergency for the State of California authorizing the ability to engage federal emergency management agency, funds and services to address storm-related damages; and

WHEREAS, on January 9, 2023, the City Manager in his role as the Director of Emergency services, proclaimed the existence of a local emergency pursuant to Chapter 2.40 of the Seaside Municipal Code to ensure an effective response to the December 2022-2023 atmospheric river systems bringing strong winds, substantial precipitation and river and urban flooding and cumulative damage to the City of Seaside; and

WHEREAS, as a result of the emergency and the precautions recommended by state and federal authorities, residents in Seaside have experienced or expect soon to experience sudden and unexpected flooding, loss of power and catastrophic flooding due to overwhelmed infrastructure systems; and

WHEREAS, pursuant to Seaside Municipal Code Chapter 2.40 where the Director of Emergency Services proclaims a local emergency, the City Council must ratify said declaration at the earliest possible time after such proclamation; and

WHEREAS, the City Council does hereby find that the circumstances of the 2022-2023 Atmospheric Storm events as described in the Director's Declaration of Local Emergency do constitute a risk of extreme peril and support and justify the declaration of local emergency set forth therein; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby ratifies the Director's Declaration of Local Emergency attached hereto, effective immediately upon the adoption of this resolution.

BE IT FURTHER RESOLVED, that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Seaside; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to take whatever other action is authorized under the Seaside Municipal Code, and state and federal law, subject to authorization required from the City Council, consistent with this Resolution and its basic purposes;

BE IT FURTHER RESOLVED, that the City Manager is authorized to enter into mutual aid and other inter-agency agreements and his contracting authority is temporarily increased to fifty thousand (\$50,000) for purposes related to the acquisition of goods and services required to timely respond to local emergency operations, subject to ratification by the City Council at its next regularly scheduled meeting.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of January, 2023 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



PROCLAMATION OF LOCAL EMERGENCY THE CITY OF SEASIDE (GOV. CODE §8630)

WHEREAS, Government Code §8630 and Seaside Municipal Code Chapter 2.40 authorize the City Manager, acting as the Director of Emergency Services, to proclaim a local emergency as defined by Government Code §8558, subdivision (c) when the City of Seaside City Council is not in session; and

WHEREAS, on January 4, 2023, the Governor of the State of California issued a state wide state of emergency due to the 2022-2023 Atmospheric River Storms; and

WHEREAS, on January 9, 2023, the President of the United States declared a federal emergency for the State of California authorizing the ability to engage federal emergency management agency, funds and services to address storm-related damages; and

WHEREAS, on January 9, 2023, the City Manager in his role as the Director of Emergency services, proclaimed the existence of a local emergency pursuant to Chapter 2.40 of the Seaside Municipal Code to ensure an effective response to the December 2022-2023 Atmospheric River Storms bringing strong winds, substantial precipitation and river and urban flooding and cumulative damage to the City of Seaside; and

WHEREAS, as a result of the emergency and the precautions recommended by state and federal authorities, residents in Seaside have experienced or expect soon to experience sudden and unexpected flooding, loss of power and catastrophic flooding due to overwhelmed infrastructure systems; and

WHEREAS, pursuant to SMC Section 2.40.060 A.6.a, the Director of Emergency Services is empowered to issue rules and regulations to be confirmed by the City Council at the earliest practicable time; and

WHEREAS, as a result of the 2022-2023 Atmospheric River Storms the City was required to address flooding from overwhelmed and damaged storm drainage systems, engage additional personnel and equipment to protect the Citizens of Seaside from storm-related damages; and

WHEREAS, in the interest of health and safety, as cumulatively affected by the emergency caused by the atmospheric river storms, it is necessary to exercise my authority to issue these rules related to the protection of life and property.

IT IS HEREBY ORDERED THAT:

- A. Conditions caused by the 2022-2023 Atmospheric River Storms in the City of Seaside have caused damage and exacerbated damages to our storm drainage system that has

yet to be identified and caused increases in acquisition of equipment, staff time and resources to address flooding issues and constitute conditions of disaster and peril to the safety of persons, their property and public services and that such conditions have existing since approximately 12:00 a.m. on January 1, 2023.

- B. A local emergency as defined in Government Code section 8558(c) and Public Contract Code section 1102, now exists throughout the City of Seaside.
- C. During the existence of said local emergency the powers, functions, and duties of the City Manager or designee shall be those prescribed by state law and the ordinances, resolutions, and approved plans of the City of Seaside in order to mitigate the effects of the local emergency.
- D. Pursuant to Public Contract Code sections 20134, 20395, 22035(b) and 22050, the City's purchasing agents are hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contracts for this work may be executed without prior Council approval of the plans, specifications, and working details and without giving notice for bids to let contracts.
- E. All expenditures made in connection with this local emergency, including but not limited to staff efforts and mutual aid activities shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Seaside.
- F. Jaime M. Fontes, City Manager or his designee, is hereby designated as the authorized Agent for public and individual assistance to the City of Seaside for the purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available State and federal assistance.
- G. The City Manager has the authority to enter into side letter agreements with the City's labor associations regarding the use of paid leave, caps on leave accrual, and advancement of paid leave during the 2022-2023 Atmospheric River Storms.
- H. The hours of operation of City Hall and staff may be adjusted by the City Manager to respond to the ongoing day to day needs caused by the 2022-2023 Atmospheric River Storms, including adjusting work schedules to ensure the safety of the public and City staff impacted by the 2022-2023 Atmospheric Storm.

DATED: January 15, 2023

By:


Jaime M. Fontes, City Manager
Director of Emergency Services

ATTEST:


Dominique L. Davis, City Clerk

APPROVED AS TO FORM:


Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: January 19, 2023

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

RECOMMENDATION

Approve report as presented in the agenda packet.

BACKGROUND

The Fort Ord Reuse Authority (FORA) officially closed all operations on June 30, 2020. Prior to sunset, the City of Seaside and FORA entered into a Memorandum of Agreement nominating Seaside as FORA's Environmental Services Cooperative Agreement (ESCA) Successor-In-Interest (Successor). Seaside is now responsible to perform the remaining Long-Term Obligations (LTO) management responsibilities related to U.S. Army (Army) Munitions and Explosives of Concern (MEC) on ESCA property until June 30, 2028. A summary of the ESCA remediation program to date is provided below. A quarterly report is required to be prepared and submitted to the Army after review and acceptance by the City Council.

FORA ESCA Remediation Program Background:

In 2007, the Army and FORA entered into an agreement for Army-funded ESCA for the removal of remnant MEC on 3,340 acres of the former Fort Ord. Under the ESCA terms, the Army awarded FORA approximately \$98 million to perform Comprehensive Environmental Response Compensation and Liability Act (CERCLA) MEC cleanup on those parcels. FORA also entered into the Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) (collectively referred to as regulatory agencies) defining FORA's contractual conditions to complete the Army remediation obligations for the "ESCA parcels." FORA received ESCA property ownership after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer in 2009.

The ESCA properties received Records of Decision (ROD) documenting controls required to protect public health and safety and Land Use Control Implementation Plan (LUCIP) / Operation and Maintenance Plan (OMP) implementation, operation and maintenance ROD controls tailored to individual site conditions and historic MEC use. The final ESCA LUCIP/OMP documents were accepted by the Army and Regulators in February 2019. These ESCA properties received the last EPA Remedial Action Completion letter in February 2019. The EPA issued a site-wide ESCA remedial completion certificate in April 2020.

Remedial Action Completion initiated the Army's long-term obligations on ESCA properties. To complete the ESCA and the AOC obligations, the Successor, Seaside, is required to complete a truncated series of tasks until the expiration in 2028 to include site investigation and monitoring, ensuring compliance with the land use controls for ESCA parcels by land holding jurisdictions, mitigation, monitoring, reporting for any potential or found munitions and explosives of concern, and public information and outreach regarding land use. Should any instances of MEC occur, the contractors of Arcadis, Inc., Weston Solutions, Inc. and Westcliffe Engineers, Inc. will assist with providing LTO support services.

ESCA QUARTERLY UPDATE

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were signed by FORA at Army Headquarters in Washington, D.C. and Recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties. During a file audit, staff discovered that the ESCA properties were still showing FORA as the owner on the County Recorder's website. Coordination with the recorder/assessor's office and jurisdictions continues for corrections. Significant progress has been made to complete the Quit Claim Deeds that will convey the Comprehensive Environmental Response, Compensation and Liability Act warranties (not related to munitions) for several parcels transferred under the Finding of Suitability for Early Transfer, number 5.

ESCA staff continues to host LTO Management, and Property, Planning, Police, and Property Manager Meetings with all land holding jurisdictions, as well as the EPA and DTSC, to discuss and review projects, or other activities as outlined by the LUCIPs that are included with their properties.

ESCA continued coordination to replace the Pollution Legal Liability insurance policy that will expire December 31, 2024.

ESCA worked with Monterey County for a smooth completion of data collection and

subsequent development of the Annual Land Use Control Report. ESCA is also working closely with Monterey County's Geographic Information Staff (GIS) staff to ensure that data corrections are made prior to the next (December 1, 2023) Land Use Control report submission. ESCA provided jurisdictions with GIS data that they can download to their phone to better assist with onsite parcel and land use control verification.

ESCA continued coordination for consistent signage of jurisdictional boundaries between ESCA lands. All Fort Ord gate signage is complete for each jurisdiction. ESCA will continue to assist the jurisdictions with finding and identifying property boundaries, identifying locations requiring notification/construction support documentation.

Based on the history of the former Fort Ord as an Army base, munitions can be encountered during the use of the property. ESCA outreach specific to the munitions safety awareness class at FortOrdSafety.com serves as an important resource to remind community members who might discover suspicious objects to follow the **3Rs of explosives safety – Recognize, Retreat, and Report**. ESCA is responsible for the maintenance and participant tracking for the English and Spanish version of the free on-line training class at Fort Ord Safety.com. The training at FortOrdSafety.com supplements and compliments the Army's on-site munitions safety training program as an important community asset for the use of the lands of the former Fort Ord. Participation for this training remains robust.

The ESCA team continued to conduct weekly patrols of Seaside's ESCA properties and bi-weekly patrols of other ESCA properties. ESCA patrols also included debris removal.

ESCA participated in the Army's outreach activities including updates at the December 7, 2022 Army BRAC Cleanup Team meeting for munitions response.

NEXT QUARTER GOALS

During the next quarter, the ESCA Program will be focusing on the following tasks.

- ESCA "refresher" training will be provided to the remaining jurisdictions: Del Rey Oaks and California State University Monterey Bay.
- Continue coordination supporting completion of property transfers.
- ESCA will also continue coordination with jurisdictions and extensive public outreach on the Munitions Recognition and Safety Training which is available at FortOrdSafety.com.
- ESCA will continue coordination of tasks related to the Pollution Legal Liability insurance.
- ESCA will continue weekly inspection and monitoring of activities on ESCA lands.
- The ESCA staff will continue follow-up of incidents of concern (i.e. pump track or BMX track).
- Assist other jurisdictions with questions related to ESCA land use controls.
- Initiate a "read your deeds" campaign with the other jurisdictions to ensure that

the information and parcel boundaries are correctly reflected in the County's Geographic Information System databases.

FISCAL IMPACT

The actual cost to Seaside of these Army obligations will be fully reimbursed.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 19, 2023

**SUBJECT: APPROVE CO-SPONSORSHIP OF SUSTAINABLE SEASIDE'S
2023 SUSTAINABLE SEASIDE EARTH DAY CELEBRATION AND
ELECTRIC VEHICLE TEST DRIVE/DEMO FAIR AT SEASIDE CITY
HALL LAWN ON APRIL 23, 2023**

RECOMMENDATION

Approve a request from Sustainable Seaside to co-sponsor their Seaside Earth Day Celebration and Electric Vehicle Test Drive/Demo Fair on the City Hall Lawn, on April 23, 2023, from 1:00 p.m. to 4:00 p.m. Approval of this item will result in a waiver of all fees and staff costs in the approximate amount of \$3,026.00.

BACKGROUND

Sustainable Seaside is requesting co-sponsorship to waive all fees and staff costs related to their annual Seaside Earth Day Celebration and Electric Vehicle Test Drive/Demo Fair on the City Hall Lawn on April 23, 2023. A Special Event application was submitted and reviewed by staff and the Special Event Committee.

This annual community celebration of the arts, nature, and sustainability focuses our attention on how we all can be more environmentally friendly in our neighborhoods, the City, and the world. It is not only a celebration, but an educational opportunity for the community, meant to raise awareness of and foster sustainability locally and towards a healthy planet.

They are requesting the use of a portable stage, electrical access, 30 tables, 60 chairs, and a sound system. This is the second request from Sustainable Seaside for co-sponsorship of this event. The last fee waiver and co-sponsorship request was approved at the March 15, 2022 City Council meeting.

FISCAL IMPACT

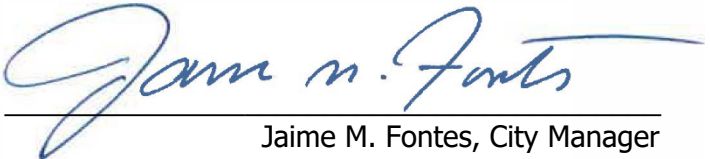
Should the City Council approve the request for co-sponsorship of the Seaside Sustainable Earth Day Celebration and Electric Vehicle Test Drive/Demo Fair to waive all fees and staff costs, the approximate fiscal impact is as follows:

Public Works Staff/Set-up and Tear Down	\$2,597.00
Special Event Application Fee	\$ 110.00
Insurance Coverage	\$ 207.00
<u>Rental Fee</u>	<u>\$ 112.00</u>
TOTAL	\$3,026.00

ATTACHMENTS

1. Sustainable Seaside Special Event Application 2023
 2. Sustainable Seaside Fee Waiver Request 2023
 3. Sustainable Seaside Layout Map on City Hall Lawn 2023
 4. Seaside Earth Day EV Test Drive Map 2023
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Sustainable Seaside

Name of Applicant: Catherine Crockett

Address: 1739 Havana St. City: Seaside State: CA

Phone: 831-915-7257 Email: cm_crockett@sbcglobal.net

Day of Event Contact Name and Phone: Catherine Crockett (831) 915-7257

EVENT INFORMATION:

Event Title: 2023 Seaside Earth Day Celebration and Electric Vehicle Test Drive/Ride/Display Fair

Event Category:

☐ Athletic / Recreation
☒ Celebration / Festival
☐ Carnival

☐ Concert / Performance
☐ Parade / March / Procession
☐ Other: _____

☐ Circus
☐ Dance

Event Date and Time: 4/23/2023, 1 pm to 4 pm

Setup: 11 am Event Start: 1 pm Event End: 4 pm Clean up: 4:30-5 pm

Event Location: Seaside City Hall Lawn and adjacent parking lot (Harcourt Ave.)

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

See attachment A

Number of Participants: 200 to 250

Event Benefitting: Free event

Federal ID # (if applicable): 26-1183384 Communities for Sustainable Monterey County, a 501c3

☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: No tickets, free event ☐ No



**SEASIDE
CALIFORNIA**

Special Event Application

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

Is the event open to the public? ☐ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

No restrictions. Open to the general public.

How will the event be advertised and promoted? Sustainable Seaside's email calendar, social media, website, online community calendars, and press release to local media

Signs posted: A banner will be provided to the City to be displayed temporarily on the City Hall Lawn at the intersection of Harcourt Ave. and Canyon Del Rey Blvd. a week in advance of the event.

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|---------------------------------------|---------------------------------------|--|
| ☐ P.A. System | ☐ Generator(s) | ☐ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☐ Barricades |
| ☐ Other: _____ | | |

We will require a raised stage for speakers and musical performances.

The stage will require electrical connection from the City Hall power source to the stage.

Will the event include music or live performances? ☒ Yes ☐ No

Will film, video, or photography be involved with the production of event? ☒ Yes ☐ No

Do you intend to sell food or beverage? ☒ Yes ☐ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise? ☐ Yes ☒ No

Number of Vendors? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

We will invite Big Sur Taco food truck to park on Harcourt Ave. alongside the event to sell food.

Describe Merchandise

Fresh, Mexican fast food.

Will alcohol be served? ☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)* ☐ Yes ☐ No

Parking arrangements: Visitors will park in the City Hall parking lot areas not used by



**SEASIDE
CALIFORNIA**

Special Event Application

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

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

N/A

Security Organization (if required - please attach security contract):

N/A

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Will coordinate with the Recreation Department and Public Works to stage the event

Method of trash collection/disposal and provision for additional sanitary facilities:

Will coordinate with the City of Seaside to put out trash and recycle bins. Sustainable

Seaside will rent an ADA-compliant portable toilet with a wash station for the afternoon.

Other pertinent information or special requests:

Will require the City Hall parking lot for the Electric Vehicle Test Drive/Demo Fair and for parking. Visitors will also park on city streets surrounding Seaside City Hall.

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.

Applicant Signature:

Catherine Crockett

Date: 12-16-2022



**SEASIDE
CALIFORNIA**

Special Event Application

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

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Catherine Crockett

Date: 12-16-2022



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: Catherine Crockett Date: 12-16-2022

(For Office Use Only)

Authorization

☐ Building _____	☐ Recreation _____
☐ Planning _____	☐ Redevelopment _____
☐ Police _____	☐ Public Works _____
☐ Fire _____	☐ County Health _____
☐ Finance _____	

Comments: _____

ATTACHMENT A

Sustainable Seaside Special Event Application: Earth Day Celebration, April 23, 2023

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

Description:

This is a community celebration of our planet with a focus on raising awareness about how we can all live more sustainably in our neighborhoods, in our city, and in the world. The event will feature an Electric Vehicle Test Drive, Ride and Display fair in the City Hall parking lot, organized in partnership with Ecology Action and Monterey Bay Electric Vehicle Alliance (MBEVA).

With information tables, performance art, demonstrations and speakers, the event will highlight the many ways individuals and organizations in our community are working to become more sustainable. It is both a celebration and an educational event, meant to encourage local actions to preserve and protect our planet now and for future generations.

This will require:

- 30 six-foot long folding tables,
- 60 folding chairs - one at each of the 30 folding tables and 30 in front of the stage for the audience
- a raised stage, (same as was used for the 2022 Earth Day Event on City Hall Lawn)
- Electrical connection between the City Hall power source and the stage for sound equipment

Sustainable Seaside will rent an ADA-compliant portable toilet with handwashing station for the afternoon. This could be placed either in the City Hall Parking Lot in a parking space nearest the lawn. It will be delivered Friday, April 21, 2023 and will be picked up on Monday, April 24th.

See the attached map of City Hall Lawn for more details.

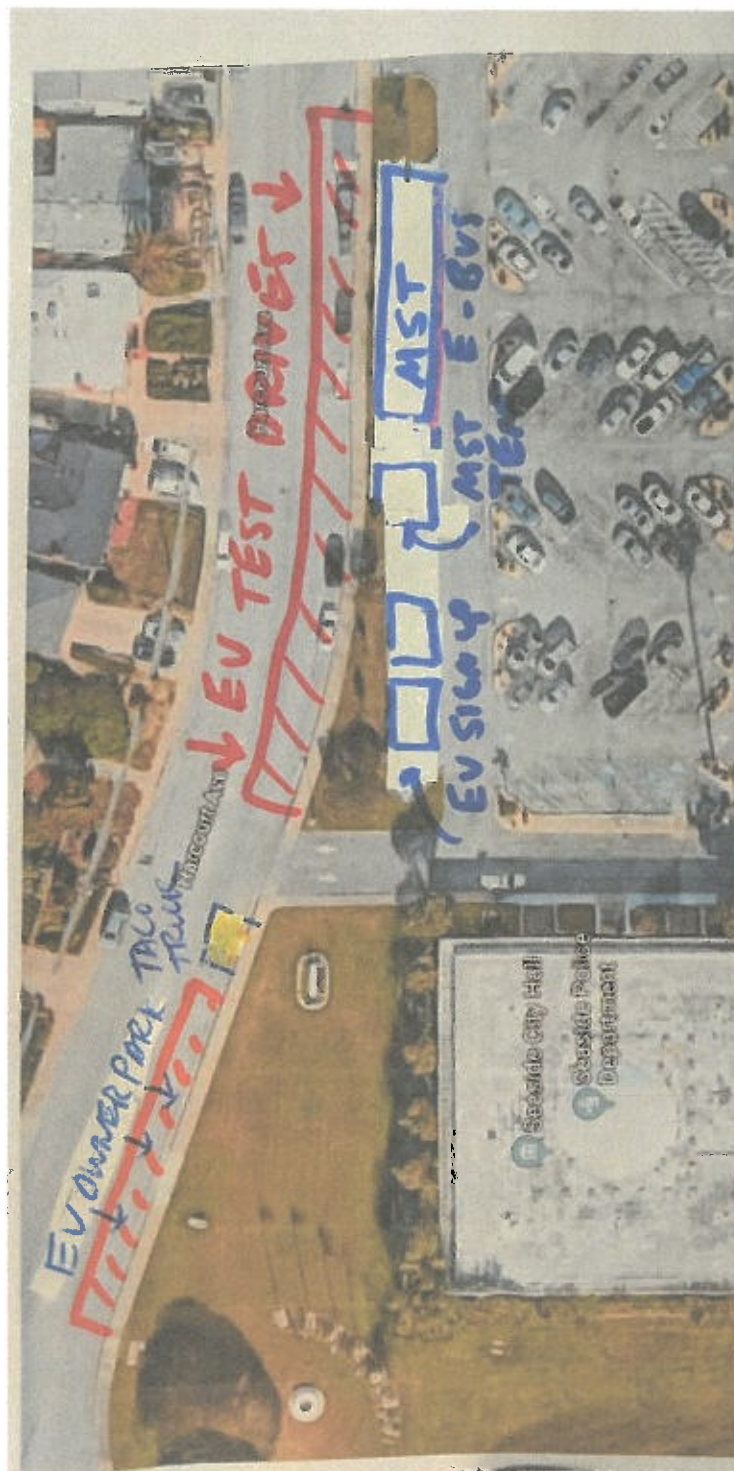


30 6-ft folding tables

60 chairs: one at each of the 30 tables and 30 in front of the stage

Earth Day event, Sunday, April 23, 2022
Setup: 11 am - 1 pm Event 1 - 4 pm

Electric Vehicle Test Drive, Ride, and Display Fair Seaside City Hall Lawn



SEASIDE EARTH DAY
E-V TEST DRIVE MAP



City of Seaside

FEE WAIVER REQUEST

Name of Applicant: Catherine Crockett

Organization: Sustainable

Seaside

Address: 1739 Havana Street
Street

Seaside
City

CA
State

93955
Zip

Home Phone: (831) 394-1915 Cell Phone (831) 915-7257 Email Address cm_crockett@sbcglobal.net

Room(s) Requested: Seaside City Hall Lawn

Day(s) and Date(s) Requested: Sunday, April 23, 2023

Hours Requested (include set-up time): 1pm - 5pm. Event: 2pm - 4pm Estimated Attendance: 200 to 250

Description of Event Seaside Earth Day Celebration + Electric Vehicle Test Drive/Ride/Display Fair

Special Instructions or Equipment to Be Brought In See attached instructions

Reason for Requesting Fee Waiver:

This event is a community celebration that seeks to raise awareness about how we all can help preserve and protect our planet through local actions. With performances, information tables, demonstrations and speakers, the event will highlight the many ways individuals and organizations in our community are working to become more sustainable.

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? April 30, 2022 – Earth Day Event

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 90 %

Are you a registered non-profit organization? Yes ☒ No ☐

What is your organization's non-profit number? EIN26-1183384 for Communities for Sustainable Monterey County, Sustainable Seaside's fiduciary sponsor.

Is organization able to provide liability insurance? If the City of Seaside co-sponsors, insurance will be covered, otherwise CSMC will also provide an insurance rider.

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

Applicant Signature Catherine Crockett

Date 12/16/2022

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

Security Required? Yes ☐ No ☐ Notes: _____
Staff Approval: _____
Date: _____

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© 3 non-profit or public benefit organization and provide proof of non-profit status and a current W9 form.
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.
4. Faith based organizations may apply for fee waivers as long as the fee wiaver is not directly involved to support inherently religious activities such as worship or religious instruction. Organizations must also serve all eligible beneficiaries without regard to religion.

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.

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.**

ATTACHMENT – INSTRUCTIONS

Sustainable Seaside Special Event Application: Earth Day Celebration & EV Test Drive/Ride/Display Fair, April 23, 2023

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

Description:

This event is a community celebration that seeks to raise awareness about how we all can help preserve and protect our planet through local actions. With performance art, information tables, demonstrations and speakers, the event will highlight the many ways individuals and organizations in our community are working to become more sustainable

The event will feature an Electric Vehicle Test Drive/Ride/Display Fair on the City Hall parking lot.

This a non-political event, and we will not be endorsing political candidates, nor will we allow any campaigning at this event.

The event will feature information tables, performance art, and speakers. This will require:

- 30 six-foot long folding tables, with a chair at each table
- 60 folding chairs; a chair at each of the 30 folding tables, and 30 chairs in front of the stage for the audience
- a raised stage, (same as was used for the 2022 Earth Day event on the City Hall Lawn)
- Electrical connection between the City Hall's power source and the event stage

Sustainable Seaside will rent an ADA-compliant portable toilet with handwashing station for the afternoon. This will be placed on the parking lot in a parking slot nearest the City Hall Lawn entrance. The unit will be delivered Friday, April 21, 2023 and picked by on Monday, April 24, 2023.

See the attached map of City Hall Lawn for more details.

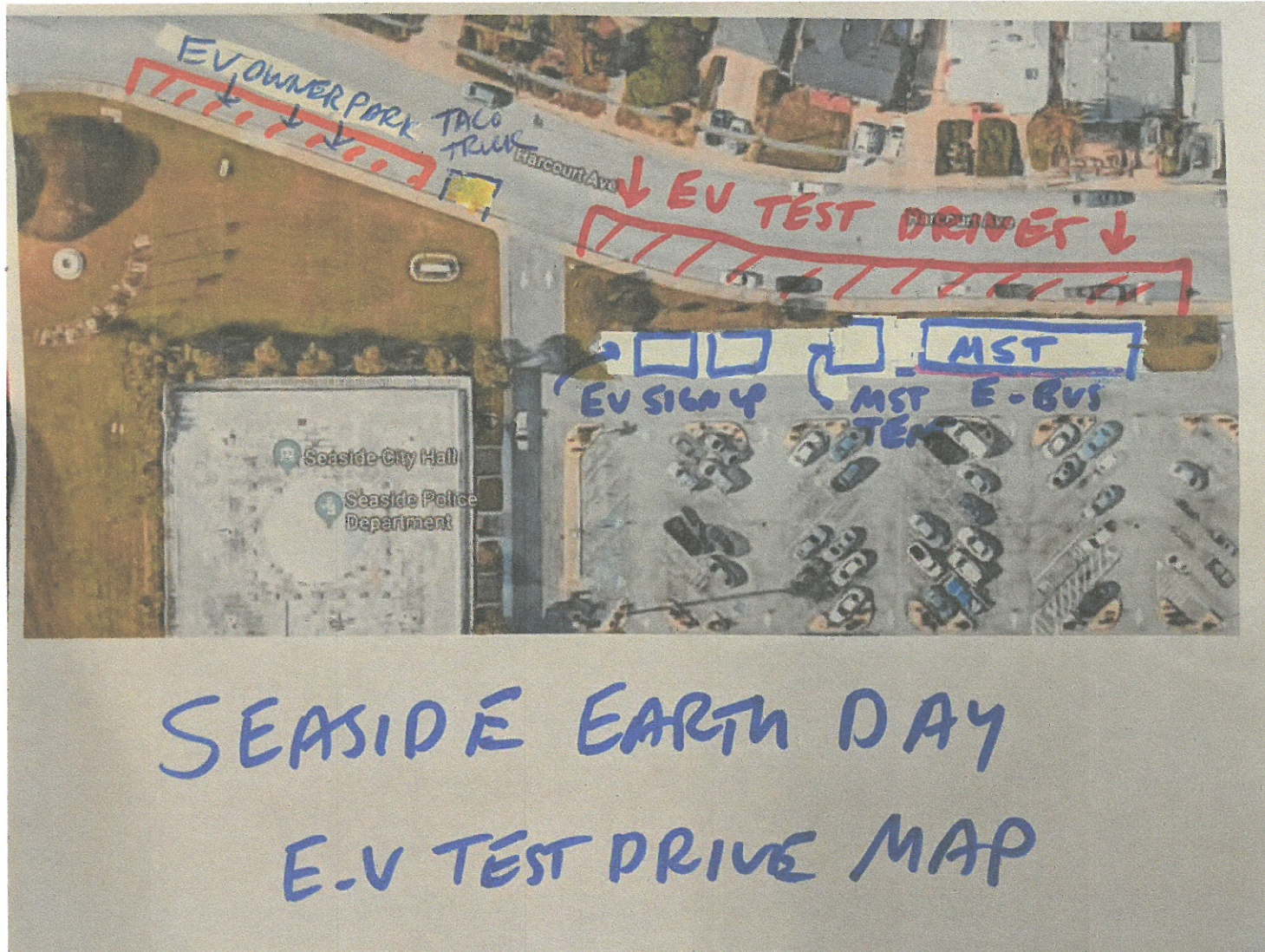


Earth Day event, Sunday, April 23, 2022
 Setup: 11 am - 1 pm Event 1 - 4 pm

30 6-ft folding tables

60 chairs: one at each of the 30 tables and 30 in front of the stage

Electric Vehicle Test Drive, Ride, and Display Fair Seaside City Hall Lawn





CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 19, 2023

SUBJECT: APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 14, 2023

RECOMMENDATION

Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall and kitchen to hold their Diwali Celebration Night in the amount of \$675.00, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25 and purchase the City's insurance of \$117.00.

BACKGROUND

The Hindu Temple of Monterey Peninsula is a non-profit organization and they are requesting a fee waiver to help cover the costs associated with their annual Diwali Celebration Night on Saturday, October 14, 2023, from 12:00 p.m. to 12:00 a.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 purchase the City's insurance of \$117.00 and pay the non-refundable portion of the deposit of \$98.25 to go towards the building maintenance fund.

The Hindu Temple of Monterey Peninsula has received a fee waiver for their Diwali Celebration annually since 2018.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee	12 Hours @ \$56.25	\$675.00
------------------------	--------------------	----------

Insurance	\$117.00
<u>Deposit Non Refundable Portion</u>	<u>\$ 98.25</u>
TOTAL	\$890.25

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$675.00.

ATTACHMENTS

1. Hindu Temple of Monterey Peninsula Fee Waiver - Diwali Celebration Night 2023
2. Hindu Temple of Monterey Peninsula - 501(C)(3)

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



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



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Laguna Grande Hall

Organization: Hindu Temple of Monterey Peninsula

Name of Applicant: Kushma Maharaj

Address: P.O. Box 620 City: Seaside - CA Zip: 93955

Phone: 831-241-1475 Email: Kushma Maharaj@yahoo.com

Day of Event Contact Name and Phone: Kushma Maharaj - 831-241-1475

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Diwali Night Function

**Please attach invitation or flyer if available.*

Event Date: 10-14-2023 Approximate Number of Guests: 300

Reservation Time: 12 Noon Event Time: 6 - 11

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

Special Instructions:

Request to use the City's:
**Subject to availability*

☐ Podium

☐ Microphone

☐ Projector Screen

***Projectors and other electronic equipment will not be provided*

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

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

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

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

Applicant Signature: [Signature]

Date: 11-21-2022

(For Office Use Only)

Permit Fee: \$1447.00

Authorized Agent: _____

Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 360
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$849.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

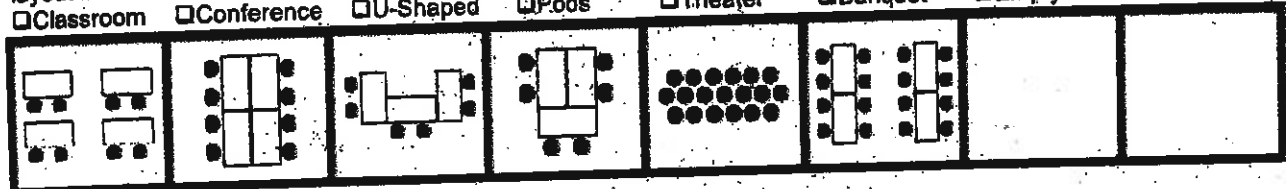
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





P.O. Box 2508, Room 4010
Cincinnati OH 45201

029787.722724.317112.12635 1 AB 0.408 536



HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620

029787

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.
4077956534

BODCD-TE

Use for payments

Letter Number: LTR4168C
Letter Date : 2018-06-26
Tax Period : 000000



260588590

INTERNAL REVENUE SERVICE
P.O. Box 2508, Room 4010
Cincinnati OH 45201

A barcode consisting of vertical bars of varying heights, located at the bottom right of the document.

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077956534
June 26, 2018 LTR 4168C 0
26-0588590 000000 00
00031959
BODC: TE

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620

Employer ID number: 26-0588590
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 04, 2018, about your tax-exempt status.

We issued you a determination letter in November 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,



Secretary of State
Certificate of Amendment of
Articles of Incorporation
Name Change Only - Nonprofit

AMDT-
NP-NA

A0809819

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA

FEB 22 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First Page \$1.00 & .50 for each attachment page;
Certification Fee — \$5.00

This Space For Office Use Only

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

Haripur Ramayan Bhajan Mandali

2. 7-Digit Secretary of State File Number

C3007083

3. New Corporation Name

Item 3a: Enter the number, letter, or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "I," "First," or "A"). See Instructions if the provision in the Articles of Incorporation being amended does not include a number, letter, or other designation. Any attachment is made part of this document.

Item 3b: Enter the new corporate name.

3a. Article 1 of the Articles of Incorporation is amended to read as shown in Item 3b below:

3b. The name of the corporation is Hindu Temple of Monterey Peninsula.

4. Approval Statements

4a. The Board of Directors has approved the amendment of the Articles of Incorporation.

4b. Member approval was (check one):

☒ By the required vote of the members in accordance with California Corporations Code section 5812, 7812, or 12502.

☐ Not required because the corporation has no members.

5. Read, sign and date below (See instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

February 19, 2018

Date

Signature

Shalendra P. Hari

Type or Print Name of President

February 19, 2018

Date

Signature

Kushma Maharaj

Type or Print Name of Secretary



CITY OF SEASIDE STAFF REPORT

Item No.: 8.P.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 19, 2023

**SUBJECT: APPROVE A CO-SPONSORSHIP AND FEE WAIVER REQUEST
FROM DELTA SIGMA THETA SORORITY, INC. FOR USE OF
OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2023:
A HEALTH CONFERENCE AND THE ANNUAL JABBERWOCK
PAGEANT & YOUTH ON PARADE EVENT**

RECOMMENDATION

Approve a request from the Delta Sigma Theta Sorority for co-sponsorship and a fee waiver for the costs associated with their Annual Health Conference that will be on Saturday, March 4, 2023 and the annual Jabberwock Pageant & Youth on Parade event that will be on Saturday, April 22, 2023, in the amount of \$1,776.25.

BACKGROUND

The Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. is requesting to hold two annual community events in 2023. The proposed events are: The Health Conference, and the Jabberwock Pageant and Youth on Parade event, and they are requesting co-sponsorship and fee waivers for both events. The Health Conference (formerly known as the Health Empowerment Conference) will benefit men, women and children. It will also be used as a platform to honor members of the community for their contributions, impact, and longevity. The Health Conference is an informative event which will cover health issues and preventable health measures. The purpose of the Jabberwock event will showcase local youth and their various talents, and it will also be a fundraiser for youth scholarships and other various youth programs.

Both of these events have been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization provide liability coverage for each event and pay only the non-refundable portion of \$98.25 for each event of the maintenance deposit.

Should the City Council approve the request for full fee waivers for both events, the approximate fiscal impact is as follows:

Laguna Grande Hall Rental Fee: \$56.25 per hour X 9	\$506.25
Seaside Room Fee: \$37.00 for 9 hours X 3	\$111.00
Seahorse Room Fee: \$37.00 for 9 hours X 3	\$111.00
<u>Non-Refundable Deposit:</u>	<u>\$ 98.25</u>
TOTAL	\$826.50

Laguna Grande Hall Rental Fee: \$56.25 per hour X 16	\$ 900.00
Seaside Room Fee: \$37.00 for 4 hours X 2	\$ 74.00
Seahorse Room Fee: \$37.00 for 4 hours X 2	\$ 74.00
<u>Non-Refundable Deposit:</u>	<u>\$ 98.25</u>
TOTAL	\$1,146.25

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$1,776.25.

1. Delta Sigma Theta Sorority, Inc. Fee Waiver Request for Health Conference 2023
2. Delta Sigma Theta Sorority, Inc. Fee Waiver Request for Jabberwock 2023


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: Delta Sigma Theta Sorority, Inc.

Name of Applicant: Lucille V. Standifer

Address: P.O. Box 1154 City: Seaside State: CA

Phone: 831-238-2125 Email: lv5747@pacbell.com

Dr. Bettye L. Lusk

Lucille V. Standifer

EVENT INFORMATION:

Event Title: Annual Health Conference

Event Description: Health Conference

Event Date: March 4, 2022 Room(s) Requested: 5 see attached

Time (including set-up): 8:00 am - 3:00 pm Approximate Number of Guests: 100

ADDITIONAL INFORMATION: The Conference provides education to all community members and honors longevity ⁸⁵ community members.

Reason for Requesting Fee Waiver: We are a nonprofit organization and are able to cover all of the cost of the event.

Have you received a Fee Waiver in the past? ☒ Yes, the event was on March 2020 ☐ No

What is your organization's tax identification number? 94-245-1757

What percentage of your members or participants resides in Seaside? 85%

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: Lucille V. Standifer

Date: 12-19-2020

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



DELTA SIGMA THETA SORORITY, INC.
Monterey Peninsula Alumnae Chapter
P. O. Box 1154
Seaside, CA 93955

1913

President	Dr. Bettye L. Lusk
Vice President	Alfreda Cross
Treasurer	Lori A. Medina
Secretary	Lucille V. Standifer
Financial Secretary	Myrtle A. Duffel

**We are asking the City of Seaside to Co-Sponsor and
requesting a Fee Waiver**

Health Conference

1. **DATE:** Saturday, March 4, 2022
2. **ROOMS Needed:** *8:00 am –3:00 pm*
 - Laguna Grande Hall (Main Auditorium)
 - Kitchen
 - Dance Studio
 - Seahorse Room
 - Seaside Room

The Monterey Peninsula Alumnae Chapter for Delta Sigma Theta Sorority, Inc. will hold their annual Health Conference community event March 4, 2022.

The Health Conference will benefit men, women, and children, and also honor members of the community for their contributions, impact, and longevity.

The Health Conference is an informative event which will cover health issues and preventable health measures.

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SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: _____

Organization: Delta Sigma Theta Sorority, Inc

Name of Applicant: Lucille V. Standifer

Address: P.O. Box 1154 City: Seaside Zip: 93955

Phone: 831-238-2125 Email: 1VS747@pacbell.net
Dr. Bettye L. Lusk Lucille V. Standifer

Day of Event Contact Name and Phone: Dr. Bettye L. Lusk, President
831-238-2125

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Annual Health Conference

**Please attach invitation or flyer if available.*

Event Date: March 4, 2022 Approximate Number of Guests: 100

Reservation Time: 8:00 am 3:00 pm Event Time: 9:00 am 2:30 pm

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

Special Instructions: Asking City of Seaside to Co Sponsor and
request of Fee Waiver.

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

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

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

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

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

Applicant Signature: Lucille V. Standifer

Date: 12-19-2022

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☒ DANCE STUDIO

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 / hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 / hr.

☒ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 / hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☒ SEASIDE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 / hr.
After 3 hrs.	\$20 /hr.	\$28.00 / hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

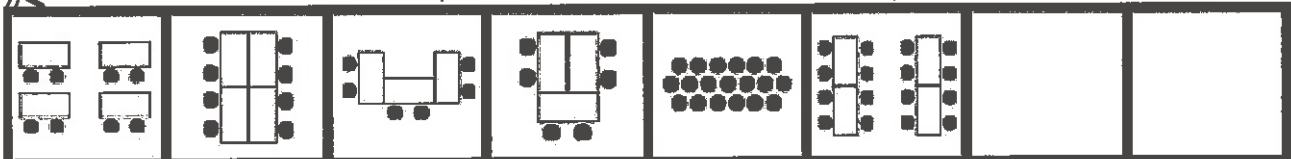
Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

2 Rooms for Break-out Sessions

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

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





SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Delta Sigma Theta Sorority, Inc
Name of Applicant: Lucille V. Stander
Address: P.O. Box 1154 City: Seaside State: CA
Phone: 831-238-2125 Email: lvstander@pacbell.net
Dr. Bettye L. Lusk Lucille V. Stander

EVENT INFORMATION:

Event Title: Jabberwock Pageant and Youth Talent 2022
Event Description: Jabberwock Pageant and Youth Talent 2022
Event Date: April 22, 2022 Room(s) Requested: 5 see attached
Time (including set-up): 8:00 am - 10:00 pm Approximate Number of Guests: 125

ADDITIONAL INFORMATION: The event is open to the community and presents local youth performing.

Reason for Requesting Fee Waiver: We are a nonprofit organization and are not able to cover all of the cost of this event

Have you received a Fee Waiver in the past? ☒ Yes, the event was on April 2020 ☐ No

What is your organization's tax identification number? 94-245-1757

What percentage of your members or participants resides in Seaside? 85%

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: Lucille V. Stander

Date: 12-19-2022

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



DELTA SIGMA THETA SORORITY, INC.
Monterey Peninsula Alumnae Chapter
P. O. Box 1154
Seaside, CA 93955

1913

President	Dr. Bettye L. Lusk
Vice President	Alfreda Cross
Treasurer	Lori A. Medina
Secretary	Lucille V. Standifer
Financial Secretary	Myrtle A. Duffel

**We are asking the City of Seaside to Co-Sponsor and
requesting a Fee Waiver**

Jabberwock

1. Saturday, April 23, 2022

2. **ROOMS Needed:**

a. 8:00 am – 12:00 Noon

- Laguna Grande Hall (Main Auditorium)
- Kitchen

b. 5:30 pm – 9:30 pm

- Laguna Grande Hall (Main Auditorium)
- Dance Studio
- Kitchen
- Seahorse Room
- Seaside Room

The Monterey Peninsula Alumnae Chapter for Delta Sigma Theta Sorority, Inc. will hold their annual community event, the Jabberwock Pageant, and Youth on Parade, April 22, 2022.

Local Youth will be performing various talents.

The purpose of the Jabberwock event is to act as a fundraiser for youth scholarships and youth programs.



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: _____

Organization: Delta Sigma Theta Sorority, Inc

Name of Applicant: Lucille V. Standifer

Address: P.O. Box 1154 City: Seaside Zip: 93955

Phone: 831-238-2125 Email: lv5747@pacbell.net

Dr. Bettye L. Lusk &
Day of Event Contact Name and Phone: Dr. Bettye L. Lusk, President
831-238-2125

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Jabberwock Pageant and Youth on Parade

**Please attach invitation or flyer if available.*

Event Date: April 22, 2022 Approximate Number of Guests: 125

Reservation Time: 8:00 am 10:00 pm Event Time: 5:00 pm 9:30 pm
**Laguna Grande Hall & Soper. Security guard(s) must be present for entire event time. See next page.*

Special Instructions: We are asking the City of Seaside to co-sponsor and requesting fee waiver

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

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

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

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

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

Applicant Signature: Lucille V. Standifer Date: 12-19-2022

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☒ DANCE STUDIO

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☒ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☒ SEASIDE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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

							Seaside Other Room 2 Tables in corner 40 chairs
--	--	--	--	--	--	--	---



CITY OF SEASIDE STAFF REPORT

Item No.: 8.Q.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 19, 2023

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM THE LEAGUE OF UNITED LATIN AMERICAN CITIZENS (LULAC) COUNCIL NO. 2895 FOR THE USE OF A MEETING ROOM AT THE OLDEMAYER CENTER

RECOMMENDATION

Approve a request from the LULAC Council No. 2895 for a fee waiver of \$407.00 for the room rental fees at the Oldemeyer Center for their monthly organization meetings from February 2023 to December 2023.

BACKGROUND

The LULAC Council No 2895 is requesting a fee waiver in the amount \$407.00 for the room rental fees at the Oldemeyer Center for their monthly organizational meetings. Their meetings will be once a month from February 2023 through December 2023. The policy for a fee waiver for meeting rooms states "That due to limited space, organizations may not request fee waivers for any more than one meeting room per year. Fee Waivers are not intended to provide for ongoing weekly or monthly meeting use."

Their last fee waiver request for room rental fees was submitted and approved at the March 05, 2020 City Council meeting.

FISCAL IMPACT

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

The City's adopted fee schedule includes the following approximate fees, which are

applicable to this request:

Blackhorse Room: \$37.00 X 1 day	\$ 37.00
Bayonet Room: <u>\$37.00 X 10 days</u>	<u>\$370.00</u>
TOTAL	\$407.00

ATTACHMENTS

1. Fee Waiver Request LULAC 2023
 2. 501(c)(3) Information - LULAC
-

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: LULAC Monterrey Peninsula
Name of Applicant: Francisco Lopez
Address: P.O. Box 2180 City: Seaside State: CA
Phone: 831-917-7969 Email: events.lulac.2895@gmail.com

EVENT INFORMATION:

Event Title: Monthly Public council meetings
Event Description: Community outreach
Event Date: 1st Saturday of month Room(s) Requested: Blackhorse
Time (including set-up): 9:00am - 10:00am Approximate Number of Guests: 10-15
Starting in Feb 2022

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non-profit Community Organization

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 2019 ☐ No

What is your organization's tax identification number? 91-1919663

What percentage of your members or participants resides in Seaside? 70%

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: Francisco Lopez

Date: 8/5/2022

.....

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Black horse

Organization: LULAC Monterrey Peninsula

Name of Applicant: Francisco Lopez

Address: P.O. Box 2180

City: Seaside

Zip: 93955

Phone: 831-917-7969

Email: events.lulac.2895@gmail.com

Day of Event Contact Name and Phone: First Saturday of the month 2022..

☒ Resident

☐ Non-Resident

2023

EVENT INFORMATION:

Event Title: Council & Public outreach meeting

**Please attach invitation or flyer if available.*

Event Date: 214, 314, 411, 516, 613, 711, 815, 912, 1017, 1114, 1213

Approximate Number of Guests: 10-15

Reservation Time: 9:00am - 10:00am Event Time: 9:00am - 10:00am

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

Special Instructions: Only Tables and chairs

Request to use the City's:

☐ Podium

☐ Microphone

☐ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

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

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

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

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

Applicant Signature: Francisco Lopez

Date: 8-5-2022

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
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☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

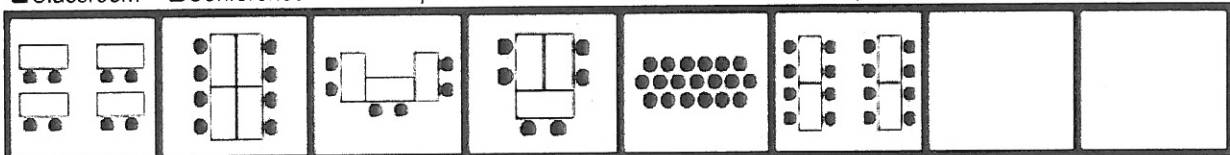
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





California League of United Latin American Citizens

December 19, 2022

To Whom It Concerns:

Thank you for your in-kind donation to LULAC.

Please be informed that LULAC Council 2895 is an affiliated organization under the California LULAC Foundation Inc., a 501 c 3 entity.

Our tax I.D. number is **51- 0175837**

Please contact me if you have any questions. My direct number is 805-258-1800 or email me at dave.rodriguez@calulacfoundation.org.

Best regards,
Dave Rodriguez, Chair



CITY OF SEASIDE STAFF REPORT

Item No.: 8.R.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 19, 2023

**SUBJECT: APPROVE A FEE WAIVER FROM MONTEREY PENINSULA
RAMAYAN MANDALI FOR THE USE OF THE LAGUNA GRANDE
HALL AND KITCHEN FOR THEIR DIWALI NIGHT EVENT ON
OCTOBER 21, 2023**

RECOMMENDATION

Approve the fee waiver request from the Monterey Peninsula Ramayan Mandali for the use of Laguna Grande Hall and kitchen to hold their Diwali Celebration Night in the amount of \$393.75, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25 and purchase the City's insurance of \$117.00.

BACKGROUND

The Monterey Peninsula Ramayan Mandali is a non-profit organization, and they are requesting a fee waiver to help cover the costs associated with their Diwali Night celebration on Saturday, October 21, 2023, from 4:00 p.m. to 11:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. The Monterey Peninsula Ramayan Mandali is a Seaside base organization. This is the first time that the Monterey Peninsula Ramayan Mandali has requested a fee waiver from the City.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization purchase the City's insurance of \$117.00 and pay the non-refundable portion of the deposit of \$98.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee	7 Hours @ \$56.25	\$393.75
------------------------	-------------------	----------

Insurance	\$ 117.00
<u>Deposit Non Refundable Portion</u>	<u>\$ 98.25</u>
TOTAL	\$609.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$393.75.

ATTACHMENTS

1. Monterey Peninsula Ramayan Mandali - Fee Waiver 2023
2. 501(c)(3) - Monterey Peninsula Ramayan Mandali

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

10/20/22



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: MONTEREY PENINSULA RAMAYAN MANDALI
Name of Applicant: SHIU SEN
Address: 1627 VALLEJO ST. City: SEASIDE State: CA
Phone: 831 4027246 Email: rjnar@aol.com
831 233 4414 - Rajesh Narain

EVENT INFORMATION:

Event Title: DIWALI NIGHT
Event Description: DIWALI CELEBRATION, MUSIC + DANCE
Event Date: 10-21-2023 Room(s) Requested: (LAGUNA GRANDE)
Time (including set-up): 4:00 PM - 11:00 PM Approximate Number of Guests: 250

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: NON PROFIT RELIGIOUS ORGANISATION

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

What is your organization's tax identification number? TIN # 931225183

What percentage of your members or participants resides in Seaside? 100%

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: Shiu Sen

Date: 10/20/22

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande

Organization: MONTEREY PENINSULA RAMAYAN MANDALI

Name of Applicant: SHIU SEN

Address: 1627 VALLEJO STREET City: SEASIDE Zip: 93955

Phone: 831 4027246 Email: SHIU.SEN@YAHOO.COM

Day of Event Contact Name and Phone: SHIU SEN 831 4027246

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: DIWALI NIGHT

**Please attach invitation or flyer if available.*

Event Date: 10-21-2023 Approximate Number of Guests: 250-300

Reservation Time: 4:00p - 11:00p Event Time: 6-00pm - 11-00 P.M.

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

Special Instructions: _____

Request to use the City's:

**Subject to availability*

☐ Podium

☐ Microphone

☐ Projector Screen

***Projectors and other electronic equipment will not be provided*

Is the event open to the public?

Yes No

☒ ☐

Will admission be charged?

☒ ☐

Are you a non-profit organization?

☒ ☐

Will there be music?

☒ ☐

Will there be live music and/or DJ?

☒ ☐

Name of band or DJ: _____

Will refreshments be served?

Yes No

☒ ☐

Will refreshments be sold?

☐ ☒

Will you be using the kitchen?

☐ ☐

Will alcohol be served?

☐ ☒

Will alcohol be sold?

☐ ☒

**Alcohol is prohibited at youth oriented events*

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

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

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

Applicant Signature: Shiu Sen

Date: 10-20-22

(For Office Use Only)

Permit Fee: \$1093.75

Authorized Agent: Ashley Jorg

Date: 10/20/22

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$656.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
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Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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

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**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

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



SEASIDE CALIFORNIA Facility Use Rental Request Form

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

any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

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

IMPORTANT THINGS TO NOTE

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

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund

- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Applicants and vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of balloons is prohibited at all City of Seaside parks and facilities.

Initials: Hen

INTERNAL REVENUE SERVICE
P. O. BOX 2502
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 30 2018**

MONTEREY PENINSULA RAMAYAN BHAJAN
MANDALI
1627 VALLEJO STREET
SEASIDE, CA 93955-0000

Employer Identification Number:
93-1225183

DLN:
26053618005478

Contact Person:
CUSTOMER SERVICE

ID# 31954

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 3, 2018

Contribution Deductibility:
Yes

Addendum Applies:
Yes

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.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

-2-

MONTEREY PENINSULA KAMAYAN BHAJAN

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

Enclosure:
Addendum



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Rick Medina, Senior Planner

DATE: January 19, 2023

**SUBJECT: PROJECT OVERVIEW AND CONSTRUCTION SCHEDULE FOR THE
GRAND HYATT HOTEL ON THE SEASIDE RESORT PROJECT
AREA**

RECOMMENDATION

Recieve presentation of the project and construction schedule for the Grand Hyatt Hotel on the Seaside Resort Project area.

BACKGROUND

The presentation will consist of the applicant providing an update on the revised architectural design for the hotel component of the Seaside Resort Project that was approved by the Planning Commission and Board of Architectural Review on October 26, 2022. The proposed revisions were submitted in accordance with the terms of the Amended and Restated Development and Disposition Agreement dated June 2019 (Amended DDA) for the development of the Seaside Resort Project. Pursuant to Section 15164(a) of the California Environmental Quality Act (CEQA) Guidelines, an Addendum to the Certified Seaside Resort Environmental Impact Report was prepared for the proposed revisions to the hotel project that was considered by the Seaside Planning Commission and Board of Architectural Review. A Notice of Determination was filed for the Addendum on October 28, 2022 and circulated for 30-days by State law. The staff report for the revised project, providing the project description, Environmental Addendum and Findings and Evidence supporting the revised design is available under Item 6.B of the Planning Commission Agenda at the following Web Link:

<https://seasideca.civicclerk.com/Web/Player.aspx?id=4667&key=-1&mod=-1&mk=-1&nov=0>..

The proposed hotel will be designed in a contemporary architectural style, featuring a parapet roof, white plaster walls, with floor to ceiling glazing in guestrooms with

balconies. Details of the proposed hotel project are identified below.

Hotel Components	Square feet	Guest Rooms
Conference Center	35,318	
Restaurants	14,653	
Signature Diner		
Bar and grill		
Guestrooms/Circulation	195,592	330
Kitchen	5,709	
Lobby bar	3,602	
Market	4,602	
Spa and Fitness	12,990	
Administration	3,477	
Service	26,670	
Public Circulation	10,879	
Vertical Circulation	11,768	
Mechanical Rooms	12,408	
Total	337,668	330

Overall, the proposed hotel revisions are consistent with the land uses allowed within the Recreational Commercial (RGC) land use designation and the Seaside Resort certified EIR. The proposed Hotel improvements will not exceed the number units planned for the RGC land use designation, and would be within the allowed density, height limits, vehicle circulation, and water allocation that was certified for the EIR.

The presentation by the applicant will demonstrate the high quality architectural design and hotel services as required by the Development and Disposition Agreement for the Hotel Component of the Seaside Resort Project.

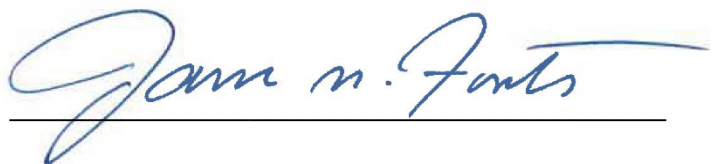
FISCAL IMPACT

There will be no fiscal impact associated with this Item.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager
Sheri Damon, City Attorney

DATE: January 19, 2023

**SUBJECT: ADOPT A RESOLUTION TO ESTABLISH A RESIDENTIAL
PARKING PROGRAM ON PROPERTY OWNED BY THE CITY OF
SEASIDE AND RESERVING THIRTY-SIX (36) RESIDENTIAL
PARKING SPACES FOR USE BY NEW MIXED USE DEVELOPMENT
WITHIN THE WEST BROADWAY URBAN VILLAGE AND
AUTHORIZE THE CITY MANAGER TO IMPLEMENT THE
PROGRAM**

RECOMMENDATION

Adopt a resolution establishing Municipal Parking Lots 1 and 2 within the West Broadway Urban Village specific planning area and reserve a minimum of thirty-six (36) residential parking spaces to support new residential development within the West Broadway Urban Village planning area.

BACKGROUND

In 2010, the Seaside City Council adopted the West Broadway Urban Village Specific Plan which envisioned a vibrant downtown and the creation of mixed-use areas which would have ground floor retail and a mix of market-rate and affordable residential uses primarily along Del Monte Avenue. The West Broadway Urban Village Specific Plan also called for the creation of a parking garage within the specific plan to support the parking demand for the businesses within the West Broadway Urban Village and to encourage foot traffic in and around the village area. Unfortunately, the construction and creation of a parking garage is a multiyear project. Therefore, the City is exploring potential approaches that can immediately help alleviate the demand for parking spaces.

The West Broadway Urban Village Specific Plan also encourages mixed-use residential

development with a twenty percent affordable housing requirement with ground floor retail and residential uses above in the areas primarily along Del Monte Avenue.

Potential developers of mixed-use projects within the West Broadway Urban Village area have identified the need for residential and business parking within proximity of their projects in order to move the projects forward. Existing businesses have identified the need for additional parking within the West Broadway Urban Village.

Parking is thus essential to ensuring commercially viable projects in the downtown area for the mixed-use residential developments along Del Monte as well as supporting the existing and future businesses along Broadway.

In 2021, the City of Seaside acquired two parcels at the corner of Broadway and Del Monte. The larger of the two parcels (approximately 11,814 square feet) has been rehabilitated and restriped and is already being used for parking with approximately 25 spaces for the downtown Broadway businesses. The adjacent parcel (approximately 8,433 square feet) is owned by the City but has not yet been improved to expand the parking lot. It is proposed that both of these parcels be designated as Municipal Parking Lot 1 (the approximate boundaries of which are shown on the attached map).

Additionally, the Housing Successor Agency controls the lots commonly known as 1561 - 1571 Del Monte Avenue which are currently undeveloped and are being informally used as parking. Individually, these lots do not meet the minimum standards for residential development within the City of Seaside and collectively they total approximately 11,094 square feet. These lots are located on the west side of Del Monte Boulevard, directly across the street from larger parcels which have been zoned for mixed-use development. It is proposed that the small lots held in the housing successor agency be utilized to support housing development on the larger parcels and incidentally provide additional parking opportunities to support the retail businesses and restaurants in the West Broadway Urban Village plan along Del Monte. It is recommended that these parcels be designated as Municipal Parking Lot 2 (the approximate boundaries of which are shown on the attached map).

When fully built, the two municipal lots would have the potential to provide over sixty (60) parking spaces. It is further recommended that the City specifically reserve a minimum of thirty-six (36) of those parking spaces to encourage and enhance residential development (both market rate and affordable units) in the West Broadway Urban Village. Until they are designated for a particular project, these spaces will continue to be available to the public, with restrictions (such as hours of operation, fees, etc.) as deemed appropriate by the City.

Because all of the improvements to the lots have not yet occurred, it is further recommended that the City Council authorize the City Manager to take all steps to implement the parking program, including collection of appropriate fees and costs to support such program.

FISCAL IMPACT

The City would incur one-time costs associated with the paving and striping of the parking lots, and would incur ongoing maintenance costs (comparable to the costs of maintaining other City parking lots). The City may be able to generate revenues if in the future it elected to charge fees for the use of the parking lots. The City would obtain additional revenues if the provision of these parking spaces serves as a catalyst for commercial and residential mixed use development in the West Broadway Urban Village area.

ATTACHMENTS

1. Resolution
 2. Municipal Parking Lot Proposed Boundary Maps
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL ESTABLISHING A RESIDENTIAL PARKING PROGRAM ON PROPERTY OWNED BY THE CITY OF SEASIDE AND RESERVING THIRTY-SIX (36) RESIDENTIAL PARKING SPACES FOR USE BY NEW MIXED USE DEVELOPMENT WITHIN THE WEST BROADWAY URBAN VILLAGE

WHEREAS, the City of Seaside faces an acute housing shortage and though relatively more affordable than the rest of the Monterey Peninsula, rising housing costs have caused Seaside residents to look at other alternatives due to affordability and lack of inventory; and

WHEREAS, in 2010 the Seaside City Council adopted the West Broadway Urban Village Specific Plan which proposes a mix of market-rate and affordable for-sale and rental residences with ground-floor retail and commercial use; and

WHEREAS, the West Broadway Urban Village Specific Plan area called for construction of a parking garage within the specific plan area, which is years from being built; and

WHEREAS, projects within the West Broadway Urban Village have demand for a dedicated residential parking program to support market driven mixed-use projects which have the potential to increase housing, add commercial space, and create iconic points of entry into the City's Broadway area that is aligned with the City's Strategic Plan; and

WHEREAS, the City of Seaside is the owner of those real properties known as Monterey County Assessor's Parcel Numbers (APNs) 011-302-002-000 and 011-302-002-000 ("Broadway Parcels"), which are currently established as a driveway and parking lot, and real properties known as APNs 011-301-010-000, 011-301-011-000, 011-301-023-000, and 011-301-024-000 ("Housing Successor Agency Parcels"), which are a part of the housing successor agency portfolio; and

WHEREAS, the City Council wishes to establish a parking program that will support new affordable housing and mixed use development within the West Broadway Urban Village and hereby designates the "Broadway Parcels" as Municipal Parking Lot 1 and the "Housing Successor Agency Parcels" as Municipal Parking Lot 2; and

WHEREAS, the proposed Municipal Parking Lots collectively have the potential for more than sixty (60) spaces, and at least thirty-six (36) of those spaces can be directed to be reserved for a residential parking program for residential users within new mixed use development projects within the West Broadway Urban Village; and

WHEREAS, program details, including a fee schedule, will be developed for the Municipal Parking Lots to recover maintenance and repair fees upon start of the parking program; and

WHEREAS, reserving thirty-six (36) residential parking slots will incentivize developers of mixed use residential projects and hence increase the amount of housing and affordable housing available in the City.

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside City Council hereby designates the “Broadway Parcels” as Municipal Parking Lot 1 and the “Housing Successor Agency Parcels” as Municipal Parking Lot 2.

BE IT FURTHER RESOLVED, that the City Council finds that designating the “Housing Successor Agency Parcels” as Municipal Parking Lot 2 will support and enhance the creation of new affordable housing within the West Broadway Urban Village; and

BE IT FURTHER RESOLVED, that the City Council authorizes a residential parking program to provide a minimum of thirty-six (36) residential parking stalls in Municipal Parking Lot 1 and/or Municipal Parking Lot 2 to support the development of mixed use residential projects within the West Broadway Urban Village; and

HEREBY directs the City Manager to take all steps necessary to implement the Parking program, including the design and installation of signage for Municipal Parking Lots 1 and 2 and the establishment of fees, costs, and mechanism for allocation of residential spaces within Municipal Parking Lots 1 and 2.

PASSED AND ADOPTED at a regular meeting of the Seaside City Council held on January 19, 2023, by the following vote:

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

Ian N. Oglesby
Mayor

Dominique Davis
City Clerk

APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

Approximate Boundaries for Proposed Municipal Parking Lots 1 and 2





CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: January 19, 2023

**SUBJECT: REVIEW AND CONSIDER MEALS ON WHEELS, BUILDING
HEALTHY COMMUNITIES, AND SNIP BUS FOR FUNDING
SUPPORT**

RECOMMENDATION

Provide direction regarding funding requests for a. Meals On Wheels, b. Building Healthy Communities, and c. Snip Bus. Staff recommends the Council review each organization's request and determine their level of funding.

Funding recommendation options include:

1. Distribute \$50,000 of unallocated Community Social Services Grant funding between the three organizations.
2. Fully funding each request using \$50,000 of unallocated funding from the Community Social Services grant and securing additional revenue as directed from the general fund.
3. Fund each organization at a level the Council deems appropriate.

BACKGROUND

On January 5th, the Council asked staff to bring forward the funding requests from Meals on Wheels, Building Healthy Communities and SNIP Bus. These organizations didn't meet the qualifications for funding within the Community Social Services Grant. Given the nature of the program types, these community-based organizations were selected per council discretion for additional consideration.

In the case of Building Healthy Communities, the City Council clarified their previous interest in considering funding for this program outside the confines of the Community Social Services grant program. As a follow up to this clarification, staff has arranged for a short presentation to be made by Ms. Rosalyn Green of Building Healthy Communities as to the specifics of their funding request and their justification for the same.

A. Meals on Wheels

Meals on Wheels of the Monterey Peninsula's (MOWMP) Home Delivered Meals program has been developed over the past 50 years to meet the complex nutritional health needs of frail, elderly and disabled homebound adults who cannot shop or cook for themselves and have no adult caregiver in the home. MOWMP continues to serve vulnerable seniors, disabled adults, and veterans across the Monterey Peninsula, delivering 2.5 nutritious meals five days per week to the homebound.

Where once the Home Delivered Meals program acted as supplemental nutrition for homebound adults, it has now become the chief source of nutrition for a population significantly impacted by health challenges and a volatile economy. The program ensures that all frail elderly residents of Seaside who cannot shop or cook for themselves and who have no regular adult caregiver in the home receive daily healthy nutrition, tied to federal standards for adult nutrition. Demand for meals in the City of Seaside has doubled in the past 24 months. They are requesting support to meet the ever-growing demand for nutrition and socialization.

In fiscal years 19/20 and 21/22, they received \$40,000 (combined) in community social services grant funding in support of the homes delivered program.

B. Building Healthy Communities

Building Healthy Communities has been working within communities since 2010. As a resident-led organization, they focus on recruiting and developing community members who wish to impact their city or school through a healing-organizing lens. This past year, Building Healthy Communities Monterey County launched the COLIBRI (Collaboratively Organizing for Liberation, Inclusion and Breaking Racial Inequities) Racial Equity yearlong cohort.

The COLIBRI cohort had over 150 participants working across ten teams composed of resident leaders, organizers, community-based organizational leaders and systems leaders. The purpose of the cohort was peer learning and relationship building to assess and address the root causes of racial inequities in Monterey County through shifting power to communities of color for effective, sustained partnerships between government and the community, guided by racial equity plans.

They want to cultivate culture through collaboration. This integral work is shown through the Juneteenth program and work with Palenke Arts. The Seaside Rising Leadership Academy and their VIDA team (health literacy and equity) are just two examples of the programs they are operating in Seaside.

The Council has previously expressed an interest in annual funding for Building Healthy Communities. In Fiscal year 21/22, they received \$105,318 in community social services grant funding in support of the youth leadership program.

C. SNIP Bus

Founded in 2016, SNIP Bus Mobile Spay and Neuter was created on a grassroots level to help meet the ongoing lack of affordable spay/neuter services for communities in need throughout Monterey County. SNIP is a low-cost spay and neuter clinic on wheels, which focuses its operations on the many underserved, often indigent pet owners in the low-income zip codes we serve. They provide accessibility and affordability for residents who otherwise would not be able to afford to have their pets spayed or neutered. The mission of SNIP is to prevent the suffering & death of unwanted animals due to overpopulation and illness. They have treated over 43,000 pets in California.

In fiscal year 19/20, SNIP received \$9,000 in funding for six months of services within the Police Departments Budget. While these spay and neuter clinics were held within the City of Seaside, they were open to other residents outside of Seaside who required services.

Community Based Organizations	Funding Request	Proposed Program	Application Link
Meals on Wheels	\$ 50,000.00	Home delivered meals	MOW APPLICATION
Building Healthy Communities	\$ 100,000.00	Seaside Rising: Youth Leadership Academy	BHC APPLICATION
SNIP Bus	\$ 43,500.00	12 Mobile Spay and Neuter Clinics	SNIP APPLICATION
3 Applicants	\$193,500.00 total		

If funding is approved by the Council, the organizations would go under contract and be subject to reporting guidelines to ensure program efficacy and the deliverables approved by the Council. These groups would be monitored and managed separately from the Community Social Services program as that program is now closed.

FISCAL IMPACT

In order to fully fund the requests:

\$50,000.00 is available within the CSS Grant account 100-9250-4203

\$143,500.00 would be allocated from the general fund.

Once the Council has provided direction, staff will return with the appropriate resolutions.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager