



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, November 2, 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. PRESENTATION OF PAINTING TITLED "POLICING" THANKING POLICE CHIEF NICK BORGES (PAMELA BONSPER & JACQUELINE SIMON)

B. UPDATE ON THE CLIMATE ACTION PLAN PROCESS (ECONOMIC & COMMUNITY PLANNING MANAGER, ANDREW MYRICK)

C. UPCOMING CITYWIDE EVENTS & COMMUNITY ANNOUNCEMENTS (RECREATION DIRECTOR, DAN MEEWIS)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM AUGUST 17, SEPTEMBER 7, 18, AND 21

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO EXHIBIT "A" OF THE SHARED ELECTRICAL AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign an amendment to Exhibit "A" of the shared Electrical Agreement between the City of Seaside and the California Department of Transportation to include the addition of missing signals and lighting.

C. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANTS FUNDS FROM CHEVRON FOR THE CHEVRON STEM GRANT PROGRAM IN THE AMOUNT OF \$10,000.00 TO IMPLEMENT STEM PROGRAMMING UNDER THE RECREATION DEPARTMENT

RECOMMENDATION: Adopt a resolution to apply for grant funds from Chevron STEM Grant Program.

D. APPROVE AN AGREEMENT FOR CONTRACTOR SERVICES WITH PREMO ROOFING FOR THE PUBLIC WORKS CORPORATION YARD REROOF PROJECT FOR AN AMOUNT NOT TO EXCEED \$55,800.00

RECOMMENDATION: Adopt a resolution:

1. Approving an Agreement for Contractor Services with Premo Roofing for the Public Works Corporation Yard Reroof Project for an amount not to exceed \$55,800.00; and
2. Authorizing the City Manager to execute the Agreement for Contractor Services, and approve any extensions and change orders until completion of the project in accordance with the plans up to the total project construction amount.

E. APPROVE A FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RAIMI & ASSOCIATES, INC FOR COMPLETION OF THE GENERAL PLAN UPDATE AND SIXTH CYCLE HOUSING ELEMENT TO EXTEND THE TERM AND INCREASE THE AGREEMENT FUNDING BY AN AMOUNT NOT TO EXCEED \$60,000.00

RECOMMENDATION: Adopt a Resolution to approve a Fifth Amendment to the Professional Services Agreement between Raimi & Associates and the City of Seaside and authorize the City Manager to execute the Amendment on behalf of the City.

F. ADOPT A RESOLUTION APPROPRIATING \$20,000.00 FROM THE GENERAL FUND TO THE CUTINO PARK IMPROVEMENT PART 2 PHASE 1 PROJECT AND APPROVING \$118,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH GRANITE ROCK COMPANY FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$1,494,488.30

RECOMMENDATION: Adopt a resolution appropriating \$20,000.00 from the General Fund to the Cutino Park Improvements Part 2 Phase 1 Project and

approving \$118,000.00 in additional contingency to the construction agreement with Granite Rock Company for a total construction amount not to exceed \$1,494,488.30.

G. ADOPT A RESOLUTION APPROVING \$57,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH KRAEMER ENGINEERING, INC. FOR THE FERNANDO PARK IMPROVEMENTS PROJECT FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$215,078.25

RECOMMENDATION: Adopt a resolution approving \$57,000.00 in additional contingency to the construction agreement with Kraemer Engineering Inc. for the Fernando Park Improvements Project for a total construction contract amount not to exceed \$215,078.25.

H. ADOPT A RESOLUTION APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH CRAVEN LANDSCAPING INC FOR AN AMOUNT NOT TO EXCEED \$49,852.98

RECOMMENDATION: Adopt a resolution:

- 1.) Approving an Agreement for Contractor Services with Craven Landscaping for the Project for an amount not to exceed \$49,852.98, and
- 2.) Authorizing the City Manager to execute the Agreement for Contractor Services, and approve any extensions and change orders until completion of the project in accordance with the plans up to the total project construction amount.

9. PUBLIC HEARING

A. ZONING ORDINANCE AMENDMENT ZOA-23-02: ADOPT AN ORDINANCE AMENDING TITLE 17 (ZONING ORDINANCE) TO ADD CHAPTER 17.13 IMPLEMENTING SENATE BILL 9 (DUPLEXES AND PARCEL MAPS FOR URBAN LOT SPLITS). THE AMENDMENT IS NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GOVERNMENT CODE SECTIONS 65852.21(J) AND 66411.7(N) (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION: Consider the adoption of an ordinance amending Title 17 to add Chapter 17.13 to the Seaside Municipal Code to implement Senate Bill 9.

B. SAFE PARKING LICENSE APPLICATION SPL-23-01: MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT, PROPERTY OWNER, AND ONE STARFISH SAFE PARKING AND SUPPORTIVE SERVICES, APPLICANT, HAVE APPLIED FOR A SAFE PARKING FACILITY LICENSE AT THE MONTEREY ADULT SCHOOL LOCATED AT 1295 LA SALLE AVENUE (APN: 011-095-004). THE PROJECT IS CATEGORICALLY EXEMPT, SECTION 15061(B)(3) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

RECOMMENDATION: Approve the request for a safe parking license at the Monterey Adult School on the NW corner of Noche Buena Street and La Salle Avenue.

10. BUSINESS ITEMS

A. APPROVE THE NEIGHBORHOOD IMPROVEMENT COMMISSION RECOMMENDATIONS FOR FUNDING ALLOCATED FOR COMMUNITY AND PARK IMPROVEMENTS

RECOMMENDATION: Adopt a resolution:

- 1.) Approving the Neighborhood Improvement Commission's recommended use of collected TOT funds generated by short-term rentals and allocated for community and park improvements; and
- 2.) Authorizing the Finance Director to make project budget adjustments based on the recommended allocation of 50% of STR TOT funds.

B. ADOPT A RESOLUTION APPROVING THE HILBY AVENUE TRAFFIC CALMING PLAN AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. TO DESIGN AND PREPARE BID DOCUMENTS FOR THE THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$96,870.00

RECOMMENDATION: Adopt a resolution approving the Hilby Avenue Traffic Calming Plan and authorizing the City Manager to execute amendment No. 1 to the professional services agreement with Parametrix to design and prepare bid documents for the Hilby Avenue Traffic Calming Improvements Project for an amount not to exceed \$96,870.00.

C. ADOPT A RESOLUTION ADOPTING THE LINCOLN CUNNINGHAM AND HAVANA SOLIZ PARKS CONCEPTUAL MASTER PLAN

RECOMMENDATION: Adopt a resolution approving the Lincoln Cunningham and Havana Soliz Parks Conceptual Master Plan.

D. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS TO PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE LINCOLN CUNNINGHAM ARTERIAL TRAIL PROJECT IN AN AMOUNT NOT TO EXCEED \$89,800.00

RECOMMENDATION: Adopt a resolution authorizing a professional services agreement with Whitson Engineers to prepare construction plans and specifications for the Lincoln Cunningham Arterial Trail Project in an amount not to exceed \$89,800.00.

E. CONSIDER RECOMMENDATIONS REGARDING THE USE OF ZOOM FOR PUBLIC COMMENTS

RECOMMENDATION: Consider options to receive public comments, and approve the staff recommendation to discontinue the use of Zoom for public comments at City Council, Boards, Commissions and Committee meetings.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

**12. 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.

13. CLOSED SESSION

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

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

Property: The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)

Agency Negotiators: City Manager, et. al

Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside

Under Negotiation: Price, terms of payment or both

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

Property: Property generally located east and west of General Jim Moore Blvd., north and south of Eucalyptus Road and a widening of the existing easement along Gigling from 30-feet to 70-feet and 110-feet and from 80-feet to 130-feet. (PGE Easement for Del Monte-Fort Ord 60kV Electric transmission line rebuild project)

Agency Negotiators: City Manager, et. al

Negotiating Parties: Pacific Gas and Electric and City of Seaside

Under Negotiation: Price, terms of payment or both

**C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE
54956.9**

Potential Litigation (2 MATTERS)

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 16, 2023
5:00 p.m.

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:
<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, August 17, 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, OGLESBY, PACHECO, MILLER
ABSENT: NONE

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The pledge was led by Council Member Burks.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Chandler Roland, Charline Smith, Ann Marie Pagan, Jose Luis Barajas, Lynda Cunningham.

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

A. HOUSE OF THE MONTH AWARD FOR JUNE AND JULY 2023 (NEIGHBORHOOD IMPROVEMENT COMMISSIONER, RAMONA OLAETA-REED)

Commissioner Ramona Olaeta-Reed presented the awards of June House of the Month Award for June, 2080 Buchanan Street to property owner, Francina Perez; and July House of the Month for July, 1395 Military Avenue to property owners, Rose & Brian Pratt.

B. BLUE ZONES PROJECT OF MONTEREY COUNTY (TANJA ROOS)

Ms. Roos provided a presentation reviewing the progress on project year 2 and the projections for project year 3.

C. COVID-19 VACCINE UPDATE (MARY GUTIERREZ, FIRE CHIEF)

Chief Gutierrez provided a presentation reviewing the current COVID-19 data that showed 21.9% of Seaside residents (and those within 93955 zip code) received the Bi-Valent Booster; and provided information on the Bi-Valent COVID-19 vaccines that are currently available. Vaccine locations can be found at [vaccines.gov](https://www.vaccines.gov); text your zip code to 438829 or by calling 1-800-232-0233.

D. UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS
(RECREATION DIRECTOR, DAN MEEWIS)

Director Meewis provided a presentation and reviewed the following:

- Welcome to new Seaside Team Members – Jose Bazua, Economic Development Director, Stephanie Mora, Administrative Assistant, Sarah Barnes, Administrative Assistant, Carolyn Burke, Assistant Public Works Director, Danny Barrientos, Administrative Assistant.
- Seaside Farmer’s Market – Every Thursday from 3-7pm at Laguna Grande Park
- City Hall & Library Parking Lot Repaving Project – August 21-September 20
- COVID-19 Monterey County Funeral & Burial Assistance Program, contact number is 831-356-3137
- Seaside ADU Loan Program - Interested homeowners are encouraged to visit www.ci.seaside.ca.us/805/ADU-Loan-Program
- 2023 Seaside Car Week Activities for August 14-19
- C.H.A.M.P Mentoring Program, informational session on August 26 at 10-12pm at Oldemeyer Center
- Seaside Police Animal Control – Free Microchipping & Dog License Event on August 26 at City Hall Lawn from 12-2pm
- Grandparents Day celebration on September 9 from 11-3pm
- Oaxaca by the Sea, September 23 from 6-7:30pm
- CalFresh Food Program, www.getcalfresh.org
- Complimentary childcare at City Council Meetings, call 831-899-6800 48 hours in advance
- Friends of Seaside Parks, Park Clean Up dates: August 19, August 26, September 2
- Monterey Bay F.C. Home Games: August 26, September 16

8. CONSENT AGENDA

Item 8J was pulled from the Consent Agenda by 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 the Consent Agenda, except for item 8J as presented.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

A. APPROVE MINUTES FROM JULY 20 AND AUGUST 3, 2023

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY CONDORS (SOCCER) CLUB

ACTION: APPROVED

E. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH SCHAAF & WHEELER FOR INCREASE IN VIDEO INSPECTION SERVICE FOR PREPARATION OF A STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$135,940.00

ACTION: ADOPTED RESO #23-122

F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR FERNANDO PARK IMPROVEMENTS PROJECT, APPROPRIATING \$16,562.25 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$143,707.50 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$158,078.25

ACTION: ADOPTED RESO #23-123

G. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE HIGHLAND OTIS PARK PLAYGROUND REPLACEMENT PROJECT, AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF \$60,000.00 FOR THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO KRAEMER ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$99,574.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$112,574.00

ACTION: ADOPTED RESO #23-124

H. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2023 HOT SPOT PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED

\$49,492.00

ACTION: ADOPTED RESO #23-125

- I. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FERNANDO PARK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$32,070.00**

ACTION: ADOPTED RESO #23-126

- J. RATIFY AN AGREEMENT TO ENTER INTO A CONTRACT WITH SLOAN SAKAI ATTORNEYS AT LAW FOR WORKPLACE INVESTIGATIONS SERVICES**

Prior to the motion, Council/Agency Member Miller stepped out of the meeting and returned after the vote on the item had passed.

PUBLIC COMMENT: Karla Lobo

On motion by Mayor Pro-Tem Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to ratify an agreement to enter into a contract with Sloan Sakai Attorneys At Law.

RESULT: 4-0-0-1

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: MILLER

ACTION: ADOPTED RESO #23-127

9. BUSINESS ITEMS

- A. CONSIDER APPROVAL OF THE ANNUAL BINGO LICENSE FOR THE YOUTH INCENTIVE PROGRAMS, INC.**

Recreation Director Dan Meewis presented the item and reviewed the application for an annual bingo license for the Youth Incentive Programs, Inc. The approval process includes an Application, \$50 fee, City Council Review, and decision to issue, deny or revoke the license.

PUBLIC COMMENT: Darlene Robinson, James Bogan, Karla Lobo

On motion by Council/Agency Member Miller and second by Mayor Oglesby, and carried by the following vote, the City Council/Successor Agency moved to approve

the annual bingo license for the Youth Incentive Programs, Inc.

RESULT: 4-1-0-0

AYES: GARCIA-ARRAZOLA, OGLESBY, PACHECO

NOES: BURKS

ABSTAIN: NONE

ABSENT: NONE

ACTION: APPROVED

B. ADOPT A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CITY'S PERMANENT LOCAL HOUSING ALLOCATION FIVE-YEAR PLAN

Housing Program Manager, Alexia Rapoport presented the item and reviewed the PLHA five year plan. The Permanent Local Housing Allocation Program operates on a five-year cycle (2019-2023); has available funding predicated on previous year's real estate transactions (variable year to year); jurisdictions are apportioned funding based on their 2017 CDBG allocation, and Seaside is estimated to be eligible for up to \$1,158,744 over the five year cycle.

The proposed Amendment to 5-Year Plan includes to:

- Consolidate 100% of the award for the 2019-2023 five-year period;
- To-date: \$823,633;
- Proposed Use: Predevelopment for future affordable housing on city-owned parcels located at 956 and 962 Hilby Ave including but not limited to:
 - Land improvements
 - Environmental review fees
 - Architectural/Engineering
 -

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola, and second by Council/Agency Member Miller, and carried by the following vote the City Council/Successor Agency moved to adopt a resolution authorizing an amendment to the City's PLHA five year plan.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO #23-128

C. RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK EVENTS SCHEDULED FOR SATURDAY AUGUST 19, 2023

Director Meewis presented the item and reviewed a event summary and attendance

numbers for events that have pasts, as well as the upcoming Car Week events:

- Monday, August 14, 2023 – Porsche Monterey “Classic Porsche”
 - Del Monte Avenue from 4pm – 7pm
- Saturday, August 19, 2023 – Concors d’Lemons
 - City Hall Lawn from 8:00am – 1:00pm
- Saturday, August 19, 2023 – Concorso Italiano
 - Bayonet Blackhorse Golf Course – 8am – 4pm
- Saturday, August 19, 2023 – Exotics on Broadway
 - Broadway Avenue & Fremont Boulevard – 1pm – 6pm

D. APPROVE RESPONSE TO THE 2023 MONTEREY COUNTY CIVIL GRAND JURY REPORT, "THE REAL COST OF FIREWORKS"

City Clerk Dominique Davis provided a presentation regarding the response to the Civil Grand Jury Report that concluded with seven (7) findings and thirteen (13) recommendations. In accordance with California Law PC Sect. 933.05, the City has a responsibility to respond to each finding and recommendation as follows:

- Response Format For Findings:

Agree, Partially Agree, Partially Disagree or Disagree

- Response Format For Recommendations:

Has been implemented, Has not yet been implemented, but will be implemented in the future, Requires further analysis or Will not be implemented

In its response to the findings, the City agreed with 1, partially disagreed with 2 and disagreed wholly with 4; in regards to the recommendations, The City will implement 5, requires further analysis on 1, has already implemented 5 and will not implement 1.

Police Chief Borges responded to questions from the Council.

PUBLIC COMMENT: Karla Lobo, Lynda Cunningham, Bobby Maxwell

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 response to the 2023 Monterey County Civil Grand Jury Report, "The Real Cost of Fireworks".

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: APPROVED

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Review the ordinance and come back with a status on recreational vehicles in driveways (Pacheco)

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Fontes provided an update on requests regarding solution for the Canadian Geese.

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

Reports provided.

12. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items and did not anticipate any announcements.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

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

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

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

13. ADJOURNMENT

With no further business, the meeting adjourned in honor of Ms. Faye Coleman at 9:18 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, September 7, 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, OGLESBY, PACHECO, MILLER
ABSENT: NONE

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Ronald Britt, Greater Victory Temple Church of God in Christ led the invocation. The pledge was led by Council Member Miller.

4. REVIEW OF AGENDA

The agenda items after the Consent Agenda were heard in the following order: 10A, 9A, 9B and then 10B.

5. PUBLIC COMMENT

Chandler Roland, Ray Riordian, Michelle Overmeyer, Lacey Raak, Tanya Roos, Dennis Alexander, Ann Marie Pagan, Nina Beatty, Rosalyn Green, Susan Schavoni, Dianne Nielson

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

A. AUGUST 2023 HOUSE OF THE MONTH AWARD (NEIGHBORHOOD IMPROVEMENT COMMISSION)

Commissioner Dennis Alexander presented the August House of the Month Award to 1692 San Lucas Street, property owner: Maribel Ramirez and Jose Munoz.

B. UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS (RECREATION DIRECTOR, DAN MEEWIS)

Director Meewis provided a presentation and reviewed the following:

- Seaside Farmer's Market – Every Thursday from 3-7pm at Laguna Grande Park
- City Hall & Library Parking Lot Repaving Project – August 21-September 20

- COVID-19 Monterey County Funeral & Burial Assistance Program, contact number is 831-356-3137
- Seaside ADU Loan Program - Interested homeowners are encouraged to visit www.ci.seaside.ca.us/805/ADU-Loan-Program
- Grandparents Day celebration on September 9 from 11-3pm
- 22nd Anniversary 9/11 Commemoration on September 11 at 9am, City Hall Lawn
- C.H.A.M.P Mentoring Program, informational session on September 16 at 10-12pm at Oldemeyer Center
- Hilby Traffic Calming Project at Traffic Advisory Committee Special Meeting, September 19 at 6pm
- Oaxaca By the Sea Pop Up Art & Weaving, September 20-26 at City Hall
- Oaxaca by the Sea, September 23 from 6-7:30pm
- Oaxaca by the Sea business Expo, September 24 from 1-5pm
- CA Coastal Clean Up Day, September 23 from 9-12pm
- Eternal Light of Hope Day, September 25 from 5-7pm, hosted by Police Department
- Hot Cars & Cool Nights, September 29 from 4-8pm on Broadway Avenue
- Seaside Fire Department Open House, October 7 from 10-2pm
- CalFresh Food Program, www.getcalfresh.org
- Complimentary childcare at City Council Meetings, call 831-899-6800 48 hours in advance
- Friends of Seaside Parks Association – Park Clean Ups, September 9 (Beta), September 16 (Highland Otis), September 23 (Durant)
- Monterey Bay FC Home Games, September 16, September 20
- Monday, 9/11 Caltrans performing work on WB 218 (aka Canyon Del Rey Blvd) and will last about 2 months.

8. CONSENT AGENDA

The following items were pulled from the Consent Agenda:

8G – Pacheco, 8H - Miller, 8I – Pacheco, 8K –Miller, Pacheco & Ana Mendoza

On motion by Council/Agency Member Garcia-Arrazola, and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the Consent Agenda was approved except for items 8G, 8H, 8I, and 8K.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

A. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

- C. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR "DIA DE LOS MUERTOS" EVENT ON NOVEMBER 2, 2023**

ACTION: APPROVED

- D. ADOPT A RESOLUTION TO APPROVE THE RECOMMENDED SELECTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE OF TWO FIRE DEPARTMENT COMMAND VEHICLES AND ONE DRONE VEHICLE, AND OUTFIT ALL THREE WITH EMERGENCY RESPONSE EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$340,000.00**

ACTION: ADOPTED RESO #23-129

- E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES TO COMPLETE THE WATER RATE AND CAPACITY FEE STUDIES FOR SEASIDE MUNICIPAL WATER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$41,350.00**

ACTION: ADOPTED RESO #23-130

- F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND HAMILTON, ELLIS, AND MARTIN PLAZA TO REIMBURSE THE CITY FOR PROVIDING AFTER SCHOOL RECREATIONAL PROGRAMMING AT THE HEM PLAZA**

ACTION: ADOPTED RESO #23-131

- G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR THE RECIPIENTS OF THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM**

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 authorizing the City Manager to execute contracts for the recipients of the Community Social Services Grant Program.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO #23-132

- H. ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION CONTROL LIST TO ADD ONE SENIOR PLANNER AND DELETE**

ONE ASSOCIATE PLANNER POSITION IN THE PLANNING DIVISION

PUBLIC COMMENT: Karla Lobo

Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing the modification of the position control list to add one senior planner and delete one associate planner position.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO #23-133

I. ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION CONTROL LIST TO ADD ONE PUBLIC AFFAIRS OFFICER/CITY CLERK AND DELETE ONE CITY CLERK POSITION

PUBLIC COMMENT: Robert Daniels, Karla Lobo, John Holt, Dianne Nielson, Rosalyn Green

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 authorizing the modification of the position control list to add one Public Affairs Officer/City Clerk and delete one City Clerk position.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO #23-134

J. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF & WHEELER TO DESIGN THE CONTINGENCY INTERTIE FROM SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT IN AN AMOUNT NOT TO EXCEED \$46,800.00

ACTION: ADOPTED RESO #23-135

K. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO APPROVE THE INSTALLATION OF GREEN CURB ON FREMONT BOULEVARD AND REMOVAL OF YELLOW CURB ON PHOENIX AVENUE

PUBLIC COMMENT: Ana Mendoza, Lesley, Ann Marie Pagan, 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 the installation of green curb on Fremont Blvd and removal of yellow curb on Phoenix Ave.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: APPROVED

L. ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE \$80,000 FROM THE MERGED HOUSING FUND TO THE ACCESSORY DWELLING UNIT (ADU) LOAN PROGRAM

ACTION: ADOPTED RESO #23-136

M. ADOPT A RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD SEPTEMBER 20-22, 2023, IN SACRAMENTO, CALIFORNIA

ACTION: ADOPTED RESO #23-137

9. PUBLIC HEARING

A. APPEAL OF PLANNING COMMISSION APPROVAL OF AN ARCHITECTURAL REVIEW (AR-23-11) FOR A SINGLE-FAMILY DWELLING LOCATED AT 7 HARROW COURT IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. THIS ITEM IS CATEGORICALLY EXEMPT (CLASS 3) PURSUANT TO SECTION 15303 OF THE CEQA GUIDELINES (DE NOVO HEARING)

Council/Agency Member Miller recused himself from the item and left the Chamber.

Economic & Community Planning Manager Andrew Myrick presented the appeal of Architectural Review (AR-23-11) for a five bedroom, 4 bathroom 4,433 sf residence with an attached 506 sf two-car garage, which will rebuild of a fire damaged residence, and add a new second story addition to 24 ft height maximum (previous max. height 18').

Property owner, Jonathan Lee and appellants, Pamela McCormick and Steve Crow, provided presentations and responded to questions from the Council.

PUBLIC COMMENT: Marilyn Mancini, Steve Crow, Ann Marie Pagan, Mary C., Cathy, Karla Lobo, Tiffany Cooper-Smith, Caroline N., Catherine Crockett, 2 callers via zoom.

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 AR-23-11, deny the appeal, and directed staff to return with additional findings to add to the adopted resolution.

RESULT: 4-0-1-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: MILLER

ABSENT: NONE

ACTION: ADOPTED RESO #23-138

Council/Agency Member returned the Chamber after the conclusion of the vote.

B. ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2022-2023

Administrative Analyst II, Haroon Noori, provided a presentation reviewing the CAPER for the CDBG program, and as a recipient of these funds, HUD requires the City to prepare and submit a Consolidated Annual Performance Evaluation Report (CAPER) for the CDBG program within 90 days of the close of the fiscal year. The CAPER evaluates the City's overall progress and performance in meeting the goals identified within its five-year Consolidated Plan and the Annual Action Plan.

There were no comments from the public.

On motion by Council/Agency Member Miller 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 CAPER for the CDBG program for fiscal year 2022-2023.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO #23-139

10. BUSINESS ITEMS

A. APPROVE THE SEASIDE STARS AD-HOC COMMITTEE

RECOMMENDATIONS, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FMG CUSTOM CONCRETE, AND AMEND THE 2023-2024 FISCAL YEAR BUDGET APPROPRIATING \$58,784.00 FROM THE GENERAL FUND.

Recreation Director Dan Meewis presented the item and the Seaside Stars “formerly the Broadway Walk of Fame policy”, which was approved by the City Council in February of 2022. The goal is to honor those individuals who have made a significant and lasting contribution to the City of Seaside. 2023 start nominations were:

Mel Mason – Community & Social Equality

Dr. Charlie Knight - Education

Roosevelt Williams – Community & Social Equality

Darryl Choates – Civics & Government

Herman Edwards – Athletics & Competition

Tim Brown – Civics & Government

*Kay Cline – Environment & Conservation

PUBLIC COMMENT: Ann Marie Pagan, Sylvia Sheih, Helen Rucker, Ruthie Watts, Dinice Maiden, Stephanie Williams Fawst, Annalisa Mitchell, Miriam Smith, Robert Daniels, Susan Schiavone, Lia Edwards, Rudy, Karla Lobo, Hugh Roberts II, Maiaika Velazquez, Rosalyn Green, 1 zoom caller

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 the Seaside Stars Ad-Hoc Committee recommendations, authorized the City Manager to execute the contracts and adopt a resolution amending the 2023-2024 fiscal year budget appropriating \$58,784.00 from the General Fund.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO #23-140

B. DISCUSS CITY POLICY AND/OR PROCESS FOR THE USE OF STAFF TIME AND RESOURCES AND/OR USE OF CITY RESOURCES AND FACILITIES BY INDIVIDUAL COUNCIL MEMBERS AT INDIVIDUAL COUNCIL MEMBER FORUMS SUCH AS TOWN HALLS, LISTENING SESSIONS, AND COMMUNITY MEETINGS

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Mayor Oglesby, and carried by the following vote, the City Council/Successor Agency moved to extend the meeting past 10:29 p.m.

RESULT: 4-1-0-0

AYES: BURKS, OGLESBY, PACHECO, MILLER

NOES: GARCIA-ARRAZOLA

ABSTAIN: NONE

ABSENT: NONE

Assistant City Manager Manny Gonzalez provided an overview of the item and sought direction from the Council.

PUBLIC COMMENT: Regina Mason

Staff was directed to bring back a short policy for approval.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Provide an update and overview of City ordinances related to enforcement of parking and placement of recreational vehicles and other items such as garbage cans on private property such as driveways and the creation of a moratorium on serving fines and tickets until a policy has been established (Pacheco)

B. FOLLOW UP ON PREVIOUS REQUESTS

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items and did not expect any announcement.

PUBLIC COMMENT: Regina Mason

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

14. ADJOURNMENT

With no further business, the meeting adjourned at 12:30 a.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Monday, September 18, 2023
4:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 4:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO, MILLER
ABSENT: NONE

3. PLEDGE OF ALLEGIANCE

The pledge was led by Council/Agency Members Burks.

4. PUBLIC COMMENT

None.

5. CLOSED SESSION

City Attorney Sheri Damon read the closed session and anticipated a read out.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

The City Council/Successor Agency authorized the entering into an agreement with State of California and will be considered at the September 21 City Council/Successor Agency meeting.

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

No report.

6. ADJOURNMENT

With no further business, the meeting adjourned at 5:02 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, September 21, 2023
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: BURKS, GARCIA-ARRAZOLA, PACHECO
ABSENT: OGLESBY

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The Pledge of allegiance was led by Council/Agency Member Garcia-Arrazola.

4. REVIEW OF AGENDA

Two emergency items were proposed to be added to the agenda; 8K - **NOTICE OF REJECTION OF GOVERNMENT CLAIM OF CARI MCCORMICK**, and 8L – **ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH JEA AND ASSOCIATES TO PROVIDE LOBBYIST SERVICES IN AN AMOUNT NOT TO EXCEED \$84,000.00**

PUBLIC COMMENT: Susan Schiavone

On motion by Council/Agency Member Garcia-Arrazola, and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to add the two emergency items to Consent Agenda.

RESULT: 4-0-0-1

AYES: BURKS, GARCIA-ARRAZOLA, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: OGLESBY

5. PUBLIC COMMENT

Susan Schiavone, Chandler Roland, Dennis Volk, Tania Rez, Martha Hendricks, Karla Lobo, Dianne Nielson

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, Monterey Peninsula Water management District, Division 1 provided a

report and announced a public meeting scheduled for October 10 at Middlebury Institute of International Studies.

7. PRESENTATIONS

A. UPCOMING CITYWIDE EVENTS & COMMUNITY ANNOUNCEMENTS (RECREATION DIRECTOR, DAN MEEWIS)

Recreation Director Dan Meewis provided a presentation and reviewed the following upcoming events and responded to questions from the Council:

- Seaside Farmer's Market – Every Thursday from 3-7pm at Laguna Grande Park
- City Hall & Library Parking Lot Repaving Project – Phase 2 of the project will address the parking lot behind the Library.
- COVID-19 Monterey County Funeral & Burial Assistance Program, contact number is 831-356-3137
- Seaside ADU Loan Program - Interested homeowners are encouraged to visit www.ci.seaside.ca.us/805/ADU-Loan-Program
- Patullo Swim Center, Float and Flick on September 22
- CA Coastal Clean Up Day, September 23 from 9-12pm
- Oaxaca By the Sea Pop Up Art & Weaving, September 20-26 at City Hall
- Oaxaca by the Sea, September 23 from 6-7:30pm
- Oaxaca by the Sea business Expo, September 24 from 1-5pm
- Eternal Light of Hope Day, September 25 from 5-7pm, hosted by Police Department
- Public Works hot spot program will be start on Monday the September 25
- Friday, September 29 conclusion of Hot Cars, Cool Nights events
- Registration is open for Fall Camps held October 2-6 with the Recreation Department
- Movies in the park on October 6 – vote to choose a movie at bit.ly/mitp1023
- Fire Department Open House on October 7
- Sarangsem Music Night Fest, October 7 at Oldemeyer Center
- Seaside's 69th birthday celebration, October 13 from 6-8 at the Oldemeyer Center
- Pumpkin Plunge at Pattullo Swim Center on October 21
- CalFresh Food Program, www.getcalfresh.org
- Complimentary childcare at City Council Meetings, call 831-899-6800 48 hours in advance
- Family & Community Support Program, fcsprogram@ci.seaside.ca.us , 831-899-6852
- Caltrans is still performing work on WB 218 (aka Canyon Del Rey Blvd) and will last until November
- Friends of Seaside Parks Association – Park Clean Ups, September 23 (Durant), September 30 (Capra), October 7 (Farallones)
- Monterey Bay FC Home Games, October 14 "Breast Cancer Awareness Night"

Follow us on social media: [facebook.com/Seaside CA](https://facebook.com/SeasideCA), Instagram: @cityofseaside, Twitter: @City of Seaside

8. CONSENT AGENDA

The following items were pulled from the Consent Agenda:
8L – Miller, 8K, 8L, 8J – Karla Lobo

PUBLIC COMMENT: Karla Lobo, Kathy Riveria, Susan Schiavone, Emily Gavit

On motion by Council/Agency Member Miller and second by Council/Agency Member Garcia-Arrazaola, and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda as presented, with the exception of Items 8L, 8K, and 8J.

RESULT: 3-1-0-1

AYES: BURKS, GARCIA-ARRAZOLA, PACHECO

NOES: MILLER

ABSTAIN: NONE

ABSENT: OGLESBY

A. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

**C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM
CENTRAL COAST HIGH SCHOOL FOR THEIR WORK TO LEARN PROGRAM**

ACTION: APPROVED

**D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM
SEASIDE BLADE RUNNERS BASKETBALL**

ACTION: APPROVED

**E. PROCLAMATION DECLARING SEPTEMBER AS CHILDHOOD CANCER
AWARENESS MONTH**

ACTION: PROCLAIMED

- F. PROCLAMATION DESIGNATING SEPTEMBER 25 TO SEPTEMBER 29, 2023, AS STORMWATER AWARENESS WEEK FOR STORMWATER CONTROL**

ACTION: PROCLAIMED

- G. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET, ON OCTOBER 7, 2023 FOR SEASIDE FIRE DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION OPEN HOUSE**

ACTION: ADOPTED RESO #23-141

- H. ADOPT A RESOLUTION AMENDING THE CITY OF SEASIDE ENGINEERING STANDARDS TO ADD TRENCH, ASPHALT RESTORATION, AND MORATORIUM ASPHALT RESTORATION STANDARD DETAILS**

ACTION: ADOPTED RESO #23-142

- I. ADOPT A RESOLUTION TO ACCEPT AN \$85,000 REAP 2.0 GRANT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE REQUISITE MEMORANDUM OF UNDERSTANDING**

ACTION: ADOPTED RESO #23-143

- J. APPROVE THE RELEASE OF A REQUEST FOR PROPOSALS (RFP) FOR THE CREATION OF A CLIMATE ACTION AND ADAPTATION PLAN**

PUBLIC COMMENT: Karla Lobo, Cathy Riveria, Susan Schiavone, Emily Gottlieb

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to approve the release of an RFP for the creation of a climate action and adaptation plan.

RESULT: 4-0-0-1

AYES: BURKS, GARCIA-ARRAZOLA, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: OGLESBY

ACTION: ADOPTED RESO #23-143

- K. NOTICE OF REJECTION OF GOVERNMENT CLAIM OF CARI MCCORMICK
(THIS ADDITION TO THE AGENDA OCCURRED AFTER AFTER THE 72
HOUR POSTING DEADLINE, A 2/3 MAJORITY VOTE WAS REQUIRED TO
ADD THIS ITEM TO THE AGENDA)**

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Miller and second Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to reject the claim and directed staff to send appropriate notice to the claimant.

RESULT: 4-0-0-1

AYES: BURKS, GARCIA-ARRAZOLA, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: OGLESBY

ACTION: ADOPTED RESO #23-144

L. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH JEA AND ASSOCIATES TO PROVIDE LOBBYIST SERVICES IN AN AMOUNT NOT TO EXCEED \$84,000.00 (THIS ADDITION TO THE AGENDA OCCURRED AFTER AFTER THE 72 HOUR POSTING DEADLINE, A 2/3 MAJORITY VOTE WAS REQUIRED TO ADD THIS ITEM TO THE AGENDA)

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola, and second by Council/Agency Burks, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing a professional service agreement with JEA & Associates to provide Lobbyist Services.

RESULT: 3-1-0-1

AYES: BURKS, GARCIA-ARRAZOLA, PACHECO

NOES: MILLER

ABSTAIN: NONE

ABSENT: OGLESBY

ACTION: ADOPTED RESO #23-145

9. BUSINESS ITEMS

A. RECEIVE UPDATE FROM CONSERVATION TECHNIX ON THE CITY OF SEASIDE PARKS AND RECREATION MASTER PLAN

Steve Duh, Technix, provided a presentation regarding the Parks & Recreation Master Plan (PRMP). PRMP is a 10-year guide and strategic plan for managing and

enhancing parks, open space, trails, and recreation opportunities for the Seaside community.

PUBLIC COMMENT: Tanja Roos, Martha Henry, Karla Lobo, Dianne Nielson

B. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE ENGINEERING DESIGN SERVICES AND CONSTRUCTION BID DOCUMENTS FOR THE BROADWAY AVENUE COMPLETE STREETS CORRIDOR IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,576,000.00 FULLY FUNDED BY THE ACTIVE TRANSPORTATION PROGRAM GRANT

Public Works Director/City Engineer Nisha Patel and Molly Tremblay, Kimley Horn & Associates provided the presentation reviewing the project for the design and construction of a 1.3 mile road diet on Broadway Avenue and safe routes to school improvements on Yosemite Street. The project will transform the 4- lane roadway to a 2-lane roadway and install: roundabouts at 7 intersections; curb extensions; buffered and protected bicycle lanes; enhanced crosswalks; rectangular rapid flashing beacons; accessible design; and bicycle pavement marking and signage on Yosemite Street.

PUBLIC COMMENT: Tanja Roos

On motion by Council/Agency Member Burks and second by Mayor Pro Tem/Vice Chair Pacheco, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing a professional services agreement with Kimley-Horn and Associates, Inc.

RESULT: 4-0-0-1

AYES: BURKS, GARCIA-ARRAZOLA, PACHECO, MILLER

NOES: NONE

ABSTAIN: NONE

ABSENT: OGLESBY

ACTION: ADOPTED RESO #23-146

C. ADOPT FINDINGS FOR THE NEW FORT ORD COURTHOUSE PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA GUIDELINES SECTIONS 15096 and 15162), SURPLUS LANDS ACT, AND GENERAL PLAN AND SPECIFIC PLAN AND APPROVE PROPERTY ACQUISITION AGREEMENT WITH THE STATE OF CALIFORNIA AND AUTHORIZE CITY MANAGER TO EXECUTE THE DOCUMENT AND TAKE ALL SUCH FURTHER ACTIONS TO IMPLEMENT THE AGREEMENT

Council/Agency Member Miller made a statement to his objection of the project

and cited California Government Code Section 53083 as the basis for his objection.

City Attorney Sheri Damon responded to the objection and provided a presentation reviewing the project, which is a courthouse that will be 83,201 Square Feet, has 7 Courtrooms, 280 surface parking plus secured parking for judicial officers, replaces 5-courtroom Monterey Superior Court at Aguajito Road, and provides room for 1 Court from Marina Court and 1 Calendar from Salinas. The New Fort Ord Courthouse will address civil, domestic violence/harassment (restraining orders), family law, family support, and probate cases.

PUBLIC COMMENT: Pastor Ronald Britt, Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved adopt findings for the new Fort Ord Courthouse project.

RESULT: 3-0-1-1

AYES: BURKS, GARCIA-ARRAZOLA, PACHECO

NOES: NONE

ABSTAIN: MILLER

ABSENT: OGLESBY

ACTION: ADOPTED RESO #23-147

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

Council/Agency Member Miller departed at 9:08 p.m.

City Manager Fontes provided an update on the issues regarding Canadian Geese and parking for recreational vehicles.

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

Reports provided.

12. CLOSED SESSION

City Attorney Damon stated that there was no potential litigation for the Council to discuss.

**A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE 54956.9**

Potential Litigation (2 matters)

13. ADJOURNMENT

With no further business, the meeting adjourned at 9:15 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Dave Pacheco, Mayor Pro Tem



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: November 2, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO
EXHIBIT "A" OF THE SHARED ELECTRICAL AGREEMENT
BETWEEN THE CITY OF SEASIDE AND THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to sign an amendment to Exhibit "A" of the shared Electrical Agreement between the City of Seaside and the California Department of Transportation to include the addition of missing signals and lighting.

BACKGROUND

The City of Seaside executed an agreement with the California Department of Transportation on August 20, 1987 to share the costs of electrical facilities, which include flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting on the State Highway System.

The California Department of Transportation recently reviewed the location of electrical facilities and identified additional missing signals and lighting in the agreement located at:

Canyon Del Rey (218)/Sand Dunes Dr/State Route 1 Ramps
Fremont Blvd/State Route 1 Ramps
Home Depot Shopping Center/State Route 218
Hilby Ave/State Route 218

An amended Exhibit "A" was provided to the City to include these locations in the cost-sharing agreement. Cooperative agreements were signed at the time of construction of the facilities to cover our financial responsibilities for electrical facilities at all the above

mentioned locations except Fremont Boulevard/ State Route 1 Ramps. So, the City is already paying for maintenance (labor and overhead) and equipment (materials and vehicle cost) for those locations except Fremont/ Boulevard/ State Route 1 Ramps.

FISCAL IMPACT

The amended contract with the State of California will result in an increased cost of approximately \$800/ quarter (\$3,200.00 per year). The revenue from gas taxes will cover the increased cost.

ATTACHMENTS

1. Resolution
 2. Amended Exhibit "A"
 3. Shared Electrical 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 AN AMENDMENT TO EXHIBIT "A" OF THE SHARED ELECTRICAL AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City entered into a cost sharing Electrical Agreement with the State of California, through its Department of Transportation, on August 20, 1987; and

WHEREAS, said Agreement by its terms provides that it may be modified or amended at any time upon mutual consent of the parties; and

WHEREAS, the State of California Department of Transportation has now identified four new locations to include in Exhibit "A" of the agreement; and

WHEREAS, the State of California Department of Transportation has submitted an amended Exhibit "A" to the agreement that includes the additional locations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the Amendment to Exhibit "A " of the Shared Electrical Agreement between the City and the State of California Department of Transportation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of November 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

DEPARTMENT OF TRANSPORTATION

CALTRANS DISTRICT 5
50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3101
FAX (805) 549-3329
TTY 711
www.dot.ca.gov



*Making Conservation
a California Way of Life.*

October 24, 2022

Nisha Patel
Public Works Director
City of Seaside
610 Olympia Ave
Seaside, CA 93955

Re: Agreement of Sharing Cost of State Highway Electrical Facilities on
Revised Exhibit "A"

Dear Ms. Patel,

Attached for your review and approval is an amendment to the Exhibit "A" of the shared Electrical Agreement with the City of Seaside and the California Department of Transportation dated 10/24/2022. This amendment will include the addition of missing signals and lighting located at:

Canyon Del Rey (218)/Sand Dunes Dr/State Route 1 Ramps
Fremont Blvd/State Route 1 Ramps
Home Depot Shopping Center/State Route 218
Hilby Ave/State Route 218

Please replace the attached Exhibit "A" to your original copy of the Agreement dated February 03, 1989.

If you agree with these changes, please acknowledge your concurrence by returning a signed copy of this letter to the attention of Jake Hyde at the above referenced address or via email.

Should you have questions, please contact Jake Hyde at (805) 458-0759 or jake.hyde@dot.ca.gov.

Re: Agreement of Sharing Cost of State Highway Electrical Facilities on
Revised Exhibit "A"

Sincerely,


Sara von Schwind
Deputy District Director
Maintenance and Operations
District 5

Attachment

WE, the City of Seaside, acknowledge receipt of the above noted revision
of Exhibit "A".

NAME

TITLE

DATE

<u>City of Seaside</u>					
EXHIBIT A - COST-SHARED ELECTRICAL FACILITIES					
Effective 10/24/22					
<u>SIGNALS</u>					
				COST DISTRIBUTION (%)	
ROUTE	POST MILE	LOCATION	ASSET ID - POLE/E#	STATE	CITY
1	79.4	SB RAMPS @ 218/SAND DUNES DR	ER79D	67	33
1	80.7	NB/SB RAMPS @ FREMONT BLVD	ER80K	50	50
218	0.12	HOME DEPOT SHOPPING CENTER	EV00D	67	33
218	0.22	DEL MONTE BLVD	EV00E	50	50
218	0.31	SONOMA AVE	EV00G	50	50
218	0.65	HILBY AVE	EV00J	67	33
218	0.92	FREMONT BLVD	EV00M	50	50
<u>LIGHTS</u>					
1	79.4	SB RAMPS @ 218/ SAND DUNES DR	79350	67	33
1	79.4	SB RAMPS @ 218/ SAND DUNES DR	79370	67	33
1	79.4	SB RAMPS @ 218/ SAND DUNES DR	79390	67	33
1	80.7	NB/SB RAMPS @ FREMONT BLVD	80664	50	50
1	80.7	NB/SB RAMPS @ FREMONT BLVD	80674	50	50
1	80.7	NB/SB RAMPS @ FREMONT BLVD	80684	50	50
1	80.7	NB/SB RAMPS @ FREMONT BLVD	80694	50	50
218	0.12	HOME DEPOT SHOPPING CENTER	115	67	33
218	0.12	HOME DEPOT SHOPPING CENTER	125	67	33
218	0.22	DEL MONTE BLVD	L023	50	50
218	0.22	DEL MONTE BLVD	L024	50	50
218	0.22	DEL MONTE BLVD	L026	50	50

218	0.22	DEL MONTE BLVD	L027	50	50
218	0.31	SONOMA AVE	M033	50	50
218	0.31	SONOMA AVE	M035	50	50
218	0.65	HILBY AVE	6500	67	33
218	0.65	HILBY AVE	6600	67	33
218	0.92	FREMONT BLVD	L090	50	50
218	0.92	FREMONT BLVD	L091	50	50
218	0.92	FREMONT BLVD	L093	50	50
218	0.92	FREMONT BLVD	L094	50	50

AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL
FACILITIES WITH CITY OF SEASIDE

This AGREEMENT, made and executed in duplicate this 20th
day of August, 19 87, by and between the State of
California acting by and through the Department of
Transportation, hereinafter referred to as "STATE" and the CITY
of SEASIDE, hereinafter referred to as the "CITY",

W I T N E S S E T H

AGREEMENT

This AGREEMENT shall supersede any previous AGREEMENT and/or
AMENDMENTS thereto for sharing State incurred costs in the CITY
with the CITY.

ELECTRICAL FACILITIES

Electrical facilities include flashing beacons, traffic
signals, traffic-signal system, safety lighting, and sign
lighting on the State Highway System.

The cost of operating and maintaining flashing beacons,
traffic signals, traffic-signal systems, safety lighting, and
sign lighting now in place at the intersection of any State
Highway Route and any City Street shall be shared as shown in
Exhibit "A".

BASIS FOR BILLING

It is agreed that monthly billings for flashing beacons, traffic signals, and traffic-signal systems shall be based on actual intersection costs which are as follows:

- A. Maintenance
 - 1. Labor including overhead assessment
 - 2. Other expenses
 - a. Equipment
 - b. Materials
 - c. Miscellaneous expenses

- B. Electrical Energy

It is agreed that monthly billings for safety lighting and sign lighting shall be based on calculated unit cost derived by averaging District-wide cost each month. Costs are as follows:

- A. Maintenance
 - 1. Labor including overhead assessment
 - 2. Other Expenses
 - a. Equipment
 - b. Materials
 - c. Miscellaneous Expenses

B. Electrical Energy

It is agreed that monthly billings for utility-owned and maintained lighting will be based on calculated unit costs derived from utility company billings.

Exhibit "A" will be amended as necessary by written concurrence of both parties to reflect changes to the system.

This Agreement shall become effective July 1, 1987, and shall remain in full force and effect until amended or terminated.

The Agreement as above may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days' notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SEASIDE



By

Mayor

Dee Latimore

City Clerk

Approved as to form and procedure:

Gairne M. Cass
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LEO J. TROMBATORE
Director of Transportation

By _____

By

LS Ballal
District Director of
Transportation

Date

9-10-87

EXHIBIT "A"

City of SEASIDE

Effective July 1, 1988

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE
COST DISTRIBUTION

Billed and Maintained by the State

<u>Route</u>	<u>E. Number/ Pole No.</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Units</u>	<u>Cost Distribution</u>	
					<u>State</u>	<u>City</u>

SIGNALS

218	EV00M	Fremont Blvd.	Traffic Actuated	1	50	50
"	EV00E	Del Monte Blvd.	"	1	50	50
"	EV00G	Canyon Del Rey and Sonoma Avenue	"	1	50	50

FLASHERS

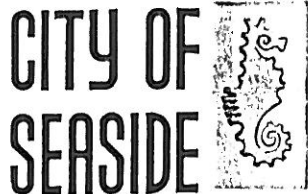
None

LIGHTS

218	L090	Fremont Blvd.	400W HPS	1	50	50
"	L091	" "	200W HPS	1	50	50
"	L093	" "	400W HPS	1	50	50
"	L094	" "	200W HPS	1	50	50
"	L023	Del Monte Blvd.	400W HPS	1	50	50
"	L024	" " "	"	1	50	50
"	L026	" " "	"	1	50	50
"	L027	" " "	"	1	50	50
"	OM33	Canon Del Rey and Somona Avenue	200W HPS	1	50	50
"	OM35	" " "	"	1	50	50

UTILITY OWNED - BILLED BY THE STATE

None



CERTIFIED COPY

440 HARCOURT AVE.

P.O. BOX 810

SEASIDE, CALIFORNIA 93955-0810

TELEPHONE (408) 899-6200

OFFICE OF THE CITY COUNCIL

MAYOR

Lancelot C. McClair

MAYOR PRO TEM

Ira J. Lively

COUNCILMEMBERS

Theron J. Polite

Daniel J. Quinn

Albert J. Lioi

RESOLUTION NO. 87-66

RESOLUTION APPROVING AN AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY 218 IN THE CITY OF SEASIDE

WHEREAS, The State of California, through its Department of Transportation, has presented two agreements for maintenance of State Highway 218 in the City of Seaside, effective as of July 1, 1987 and to remain in effect until amended or terminated; and

WHEREAS, the City Council has read said agreements in full and is familiar with the contents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside that said agreements for maintenance of the State Highway in the City are hereby approved, and the Mayor is authorized to sign the same on behalf of the City.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Seaside duly held this 20th day of August by the following vote:

AYES: COUNCILMEMBERS: QUINN, POLITE, LIVELY, McCLAIR
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: LIOI


Lancelot C. McClair, Mayor

Attest:


Dee Latimore, City Clerk

Approved as to form:


Elaine M. Cass, City Attorney



GATEWAY

MONTEREY PENINSULA

AMENDMENT NO. 1

CITY OF SEASIDE

February 3, 1989

AMENDMENT TO AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES entered into by and between the CITY OF SEASIDE, hereinafter referred to as the "CITY", and the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE".

W I T N E S S E T H

WHEREAS, an Agreement for Sharing Cost of State Highway Electrical Facilities, as provided for in Section 130 of the Streets and Highways Code, was executed by the CITY on August 20, 1987; and

WHEREAS, said Agreement by its terms provides that it may be modified or amended at any time upon mutual consent of the parties; and

WHEREAS, the parties thereto now desire that said Agreement be amended,

NOW, THEREFORE, it is understood and agreed that said Agreement be and the same is hereby amended in accordance with the attached page dated July 1, 1988, and numbered 5, which attached page shall be substituted for like numbered page in said Agreement, and shall cancel and supersede such like numbered page, becoming a part of said Agreement for all purposes. In all other respects, said Agreement shall remain in full force and effect.

This Amendment shall become effective this 1st day of July 1988.



CITY of SEASIDE

By

James F. Miller
Mayor

Dee Latimore-Berry
City Clerk

3/16/89

Approved as to form
procedure.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LEO J. TROMBATORE
DIRECTOR OF TRANSPORTATION

By

J. J. Balloch
District Director of
Transportation

Alvina M. Cass
City Attorney

By _____

Date 4-11-89



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Kee Hyon Higgins, Recreation Supervisor

DATE: November 2, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANTS FUNDS FROM CHEVRON FOR THE CHEVRON STEM GRANT PROGRAM IN THE AMOUNT OF \$10,000.00 TO IMPLEMENT STEM PROGRAMMING UNDER THE RECREATION DEPARTMENT

RECOMMENDATION

Adopt a resolution to apply for grant funds from Chevron STEM Grant Program.

BACKGROUND

The Recreation Department is interested in submitting a grant application to the Chevron STEM Grant Program. This grant program would supplement existing Recreation Department STEM programming and offer additional activities and services.

The Chevron STEM Grant provides funds to organizations that encourage creative STEM (Science, Technology, Engineering and Math) programs for grade levels K-12. If approved, \$10,000 will be awarded to aid existing Recreation Department "STEAM" Programming.

The intent is to apply for this grant to add additional activities and programs for the Recreation Department.

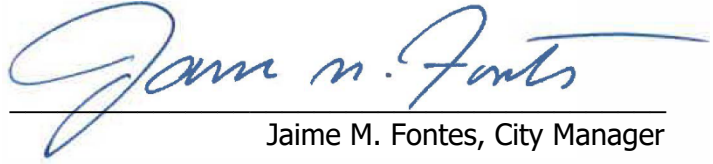
FISCAL IMPACT

There is no fiscal impact on the submission of the grant application, as there is no match associated with this grant.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE APPLICATION FOR GRANT FUNDS FROM CHEVRON STEM
GRANT PROGRAM**

WHEREAS, Chevron Corporation provides funds for grants to federal, state, local and non-profit organizations in providing creative STEM (Science, Technology, Engineering and Math) programs for grade levels K-12; and

WHEREAS, Chevron Corporation will award funds to aid STEM programming, setting up necessary procedures governing project application under the program; and

WHEREAS, the funds awarded through the Chevron Corporation Grant program will greatly enhance the current STEM program that currently offered through the City of Seaside's Recreation Department; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approve the filing of an Application for the Chevron STEM Grant Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of November 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.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent
Nisha Patel, Public Works Director/City Engineer

DATE: November 2, 2023

**SUBJECT: APPROVE AN AGREEMENT FOR CONTRACTOR SERVICES WITH
PREMO ROOFING FOR THE PUBLIC WORKS CORPORATION
YARD REROOF PROJECT FOR AN AMOUNT NOT TO EXCEED
\$55,800.00**

RECOMMENDATION

Adopt a resolution:

1. Approving an Agreement for Contractor Services with Premo Roofing for the Public Works Corporation Yard Reroof Project for an amount not to exceed \$55,800.00; and
2. Authorizing the City Manager to execute the Agreement for Contractor Services, and approve any extensions and change orders until completion of the project in accordance with the plans up to the total project construction amount.

BACKGROUND

The roof of the corporation yard at 610 Olympia Avenue is leaking in several locations, including over the offices, shop area and apparatus bay. Maintenance staff have taken action to install temporary protection measures on the roof to prevent water leaking to the extent possible, but a complete replacement of the existing roof over the office, apparatus bay, and shop area is required. These sections of the roof are past their estimated service life.

The method of replacement for the roof is to remove the existing tar and gravel roofing system in the affected areas, and replace it with asphalt shingle on the pitched roof and a PVC membrane system on the flat roof. This new roofing system would be comprised of 30-year asphalt shingle for the pitched area and a 1/4" Dens Decking roof board installed over the roof substrate to maintain the Class A fire rating, followed by a white 60-mil PVC membrane. The membrane will also be installed on the interior side of the

vertical parapet walls that border the roof areas.

At the request of Public Works staff, Premo Roofing Company submitted a proposal in the amount of \$55,800.00 to reroof the selected areas of the corporation yard. Premo Roofing has submitted two other proposals, fire station and Auto Shop reroof projects, and were the low bidders on both. Being the project is under \$60,000.00, it is considered a Public Works Project and only requires one bid and negotiations by city staff. Being that Premo Roofing Company has shown that on the previous two projects they are competitive low bidders, the proposals were accepted by city staff. Staff recommends the City Council adopt a resolution approving an Agreement for Contractor Services with Premo Roofing for the Public Works Corporation Yard Reroof Project and authorizing the City Manager to execute the Agreement.

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 Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to an existing facility, and involves no expansion of use.

FISCAL IMPACT

The replacement of the roof is included in the 2023/2024 Fiscal Year Budget, and is included in Corp Yard and Auto Shop Capital Repairs Account, (No. 344-8910-9561). The anticipated total project budget, including construction and contingency for Premo Roofing's scope of work, amounts to \$60,000.00.

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
APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH PREMO
ROOFING FOR THE PUBLIC WORKS CORPORATION YARD REROOF PROJECT
AN AMOUNT NOT TO EXCEED \$55,800.00**

WHEREAS, Recent weather events have resulted in multiple interior leaks from the roof of Public Works Corporation Yard; and

WHEREAS, Public Works staff requested a proposal to perform the construction of the Corporation Yard reroof for the City; and

WHEREAS, Premo Roofing submitted a proposal, to perform the roof repairs in the amount of \$55,800.00; and

WHEREAS, the Public Works staff has determined that the proposed scope of work and fee are reasonable; and

WHEREAS, an amount of \$4,200.00 contingency, approximately 8% of the contract value, should be authorized on an as required basis; and

WHEREAS, Premo Roofing has successfully completed similar projects in the past; and

WHEREAS, there are sufficient current funds in the CIP Corp Yard and Auto Shop Capital Repair (No. 344-8910-9561) for the FY 2023/2024 budget; and

WHEREAS, Public Works must make preventative and reactive replacement of the damaged roofing system; 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 facilities.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Agreement for Contractor Services with Premo Roofing for an amount not-to-exceed \$55,800.00; and

BE IT FURTHER RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 8% contingency for written amendments, extensions, and change orders to the Agreement for Construction Services such that the full value may not exceed \$60,000.00; and

PASSED AND ADOPTED at a regular meeting of the City Council duly held on the 2nd day of November 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
AGREEMENT FOR CONTRACTOR
SERVICES 610 OLYMPIA AVENUE REROOF**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of **NOVEMBER 2, 2023**, between the City of Seaside, a municipal corporation ("City") and **PREMO ROOFING**, ("Contractor") whose current and valid Contractor's License #**436765** as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **NOVEMBER 2, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **April 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**. **Exhibit A** may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

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

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

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

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit A** attached to and part of this To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 City to any and all remedies at law or in equity.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

6. CITY MANAGEMENT

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

7. PAYMENT

(a) City agrees to pay Contractor 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 **FIFTY FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$55,800.00)** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor 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 City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City 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 City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor 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 Contractor fails to cure its default within such period of time, City 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.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor 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. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at City Hall; shall permit City to make copies and transcripts there from 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 at the City of Seaside City Hall for a minimum 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.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub -contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor 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.

15. INDEPENDENT CONTRACTOR

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

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

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San

Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, 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.

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City 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 City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors 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 there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

21. 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 City:

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

To Contractor:

**PREMO ROOFING
235 REINDOLLAR AVENUE, SUITE A
MARINA, CA 93933**

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor 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 Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. 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.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

CITY OF SEASIDE

CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____

Attachments:	Exhibit A	Scope of Work/Proposal
	Exhibit B	Insurance Requirements



Office: (831) 443-3605 • premoroofing.com
11520 Commercial Pkwy. Castroville, CA 95012 • Est. 1983 • Lice. # 436765

PROPOSAL AND CONTRACT

August 2, 2023

NAME: City of Seaside Public Works

ADDRESS: 610 Olympia Avenue, Seaside, CA 93955

JOB ADDRESS: Same



The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to do, perform and complete in a good workmanlike manner the following:

Malarkey Highlander NEX 30 Year Polymer Modified Asphalt Shingles & 60 Mil. IB PVC

Preparation:

1. Provide re-roofing permit and facilitate required inspections.
2. Cover and protect outside perimeter of main building and two low slope/flat units as needed from re-roofing activities.
3. Remove and dispose of the existing tar and gravel roof systems (Two layers detected at main building/pitched roof) cleaning the underlying wood decking of all debris.
4. At pitched roof run string lines vertically over roof attached to nails at bottom and top of each side.
5. Mark string lines at all gaps in existing sheathing boards and disconnect from bottom attachment to allow installation of new felt membrane (Target nailing).

Re-roof (Pitched):

1. Install new pre-painted (factory baked enamel) metal nosing around all outside perimeter edges to protect leading edges of existing roof deck.
2. Apply one layer of ASTM approved 36" roofing felt over the entire roof area secured to existing roof deck with plastic cap nails (two layers to be applied at low slope single story roof sections).
3. Reattach string lines and chalk horizontal lines between marks on string lines highlighting gaps in existing wood sheathing boards.
4. Install new pre-painted 1 ½" x 1 ½" edge metal at all perimeter edges to conceal leading edge of existing sheathing.
5. Install a Fiberglass shingle starter course along bottom perimeter eave edges and secure in place.
6. Install new *Malarkey Highlander NEX* 30-year polymer modified asphalt shingles over new felt and secure to existing roof deck with 1 ¼" hot dipped galvanized roofing nails.
7. Install new metal plumbing and vent pipe flashings at all roof penetrations to replace existing and paint to match color of new shingles.
8. Install new dimensional fiberglass asphalt ridge cap at ridge locations matching color of new shingles.

Re-roof (Low Slope/Flat Roofs):

1. At two low slope/flat roofs install one layer of ¼" Dens Decking over the entire roof area and secure to existing wood substrate with 2 ¾ round steel insulation plates and 2" screws (Provides class "A" fire rating and uniform and projection free substrate).

2. Re-roof over the new Dens Decking with 60 Mil (White) PVC single ply membrane fastened to underlying wood substrate at all membrane seams with 2 3/8" steel membrane plates and 1.5" screws 12" on center.
3. Install new 2" x 3" 90-degree PVC cladding metal along outside eave edges to replace existing and secure in place with 1.5" #14 wood screws.
4. Hot air weld new membrane at all field seams.
5. Install new 7/16" OSB at two vertical wall locations to cover with new PVC membrane and provide secure attachment.
6. Extend new PVC membrane up stucco and new plywood walls and secure behind new 24-gauge galvanized metal saw cut counter flashing and existing cladding metal from existing adjacent roof system.
7. Provide and install all remaining PVC membrane components as needed to apply new roof system according to the manufacturer's recommendations.

Completion and Clean Up:

1. Clean the roof of all roof production debris.
2. Secure the exposed leading edges of all new vent flashing with 1 1/2" neoprene washer screws.
3. Remove tarps and protective coverings.
4. Inspect grounds for any loose debris generated during re-roof project including bushes, planters, driveways, window ledges and walkways around perimeter of building.
5. Clean up and haul away all roofing debris from project site.

Additional Details:

1. Install new low profile pre-painted O'hagin attic vents as needed to achieve attic intake and exhaust venting at drop down ceiling locations.
2. Install 24-gauge galvanized metal saw cut counter flashing at stucco rake wall with new 5" x 5" x 8" step flashings and paint to match new shingle color.
3. New shingle roof system carries a 10-year workmanship and 30-year manufacturer's warranties.
4. New PVC roof system carries a 10-year workmanship and 20-year manufacturer's warranties.
5. The proposed bid price is to re-roof main pitched roof, one detached and one attached low slope/flat roofs totaling approximately 5,800 square feet of roof area.

All the above is to be completed for the sum of: \$45,970.00

Forty-Five Thousand Nine Hundred Seventy and NO/100

Exclusions:

Dry rot and termite damage repairs, new plywood sheathing, corrections of any structural imperfections in existing roof framing discovered upon removal of old roof system such as deflection and unevenness, any additional custom attic venting requirements found to be needed upon removal of old roof system such as (continuous ridge venting, continuous eave venting and frieze block venting), roofing additional buildings, insulation, repairs to stucco walls, gutters, solar considerations, and any additional labor or materials not outlined in the above Proposal & Contract.

Options and Additional Costs:

1. The bid price to install new 7/16" OSB over entire pitched roof: **\$9,760.00**

Initial: _____

**ADDITIONAL TERMS, CONDITIONS AND NOTICES THAT YOU, THE OWNER
OR SIGNATORY PARTY FOR OWNER ARE SUBJECT TO:**

- If needed, replacement of rotten sheathing is billed on a time and material basis (excluding painting).
- Sheathing repairs done by Premo Roofing are done for the sole purpose of weatherproofing the roof.
- Premo Roofing will not be responsible for any pest infestation or dry rot which may appear in the future.
- Any asbestos discovered on the premise shall be the sole responsibility of the owner and Premo Roofing takes no responsibility with respect to the removal and/or disposal of the same.

- If it becomes necessary to institute suit or to employ an attorney in connection with any dispute arising under the terms and conditions of this contract, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees in addition to all damages proven.
- If terms and conditions of Proposal & Contract are accepted, the owner of the property is required to sign below indicating acceptance of Proposal & Contract. If an agent or someone other than the owner signs for approval on the owner's behalf, a Preliminary Lien Notice will be filed and sent to owner of property (See Mechanic's Lien Law information shown below).
- In the event you cancel the signed contract, after work has started, or materials ordered, a 10% cancellation fee of the bid proposal amount shall be charged in addition to any incurred costs, permit fees, or accrued overhead expenses.
- The terms of payment shall be: **In full upon completion of work.**
- This proposal is void if not accepted within 30 days.
- "Under the **Mechanic's Lien Law** (California Code of Civil Procedure, Section 1181 ET SEQ.), any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Contractor's State License Board, 1020 N. Street, Sacramento, California 95814.

Respectfully Submitted,

By *Jeremy Premo*

Jeremy Premo
Premo Roofing Company
CA License #436765

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I/we agree to pay the amount mentioned in the said proposal and in accordance with the terms thereof.

ACCEPTED AND AUTHORIZED BY

Date _____

Signed _____

Date _____

Signed _____



EXHIBIT B

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR 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. CONTRACTOR 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, and a \$2,000,000 completed operations aggregate. 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. CONTRACTOR 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 CONTRACTOR 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.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance 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 in the amount of no less than an additional \$1,000,000. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable 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.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR 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.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made

payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR 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.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR 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 VII (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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR 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). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR 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 CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR 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, 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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR 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. CONTRACTOR 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 requirements. 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 CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR'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. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: November 2, 2023

SUBJECT: APPROVE A FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RAIMI & ASSOCIATES, INC FOR COMPLETION OF THE GENERAL PLAN UPDATE AND SIXTH CYCLE HOUSING ELEMENT TO EXTEND THE TERM AND INCREASE THE AGREEMENT FUNDING BY AN AMOUNT NOT TO EXCEED \$60,000.00

RECOMMENDATION

Adopt a Resolution to approve a Fifth Amendment to the Professional Services Agreement between Raimi & Associates and the City of Seaside and authorize the City Manager to execute the Amendment on behalf of the City.

BACKGROUND

A General Plan, colloquially referred to as a local government's constitution, is a document which guides long-term development and defines the vision and goals of a community. California Government Code Section 65300 requires that all cities and counties adopt and maintain a General Plan. The City of Seaside last updated its General Plan in 2004.

On December 17, 2015, the City entered into a contract with Raimi and Associates to complete a comprehensive update of the General Plan (an effort entitled "Seaside 2040"). Under this contract, Raimi was responsible for all aspects of the General Plan Update, including work to be performed by subcontractors. The contract has been amended four times since its original adoption, most recently in 2022, when the scope of the contract was expanded to include preparation of the Sixth Cycle Housing Element.

As of the writing of this Report, the majority of the work has been completed. An

updated General Plan has been drafted and has gone through several rounds of public review. A draft Zoning Ordinance has been prepared and is under review by staff.

Required environmental studies and analysis have been completed and a Draft Environmental Impact Report (DEIR) was released for public comment on October 26, 2023. The Housing Element has been completed and the subconsultant (Veronica Tam & Associates) and City Staff are working with the California Department of Housing and Community Development to finalize the document. Tasks that remain include providing final updates to the General Plan document based on public comments received in the most recent public outreach, responding to comments received on the DEIR and preparation of a Final EIR, final completion of the Housing Element, and preparation of accompanying materials for adoption of these items by the City Council.

Under the most recent (Fourth) Amendment, the Agreement is scheduled to expire on December 31, 2023. While it is likely that the Housing Element will be completed by then, completion of the remainder of the General Plan will not occur by that time.

Therefore, staff is recommending that the Agreement be extended by an additional year to provide time for the work to be completed. Additionally, Council allocated a total of \$60,000 in the Fiscal Year 2023-2024 budget for the General Plan Update (\$40,000) and Housing Element (\$20,000) to ensure that sufficient funding remained to see the project through to completion; this Fifth Amendment would add these funds to the contract to make them available for use if needed.

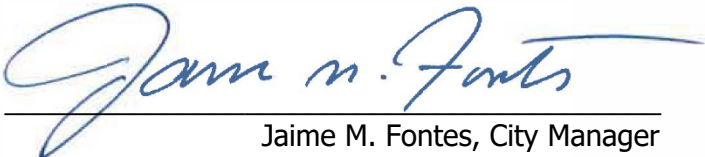
FISCAL IMPACT

This Item would increase the value of the contract by \$60,000. As these funds have already been included in the FY 23-24 Budget, there would be no fiscal impact.

ATTACHMENTS

1. Resolution - GPU Contract Fifth Amendment
2. EXHIBIT A - Proposed Fifth Contract Amendment
3. GPU Contract - Executed - 2015-12-17
4. First Amendment - Executed - 2018-04-26
5. Second Amendment - Executed - 2019-02-07
6. Third Amendment - Executed - 2021-03-04
7. Fourth Amendment - Executed - 2022-06-27

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH RAIMI + ASSOCIATES, INC FOR COMPLETION OF THE GENERAL PLAN UPDATE AND SIXTH CYCLE HOUSING ELEMENT

WHEREAS, on December 17, 2015, Raimi + Associates and the City of Seaside entered into an Agreement (the "Contract") to complete the City's 2040 General Plan Update and an Environmental Impact Report ("EIR"); and

WHEREAS, this Contract was most recently amended on April 21, 2022, to expand the scope of the contract to include the Sixth Cycle Housing Element; and

WHEREAS, the Contract has a current expiration date of December 31, 2023; and

WHEREAS, while the Draft EIR has been completed and released for public comment, additional work will likely be necessary following the receipt of public comments on the EIR; and

WHEREAS, an extension of the Contract's expiration date is necessary to ensure that the City can respond to public comments on the EIR and make adjustments to the final General Plan Update and EIR as deemed necessary at that time; and

WHEREAS, the City Council has included \$40,000 in the budget for the General Plan and \$20,000 for the Housing Element (\$60,000 total) to fund final work on each project.

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside City Council hereby approves the Fifth Amendment to the Contract, attached as Exhibit A, and authorizes the City Manager or designee to execute said Amendment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 2nd day of November, 2023 by the following vote:

AYES: ____ COUNCIL/AGENCY MEMBERS

NOES: ____ COUNCIL/AGENCY MEMBERS

ABSENT: ____ COUNCIL/AGENCY MEMBERS

ABSTAIN: ____ COUNCIL/AGENCY MEMBERS

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

Attach:

Exhibit A – Proposed Fifth Contract Amendment

FIFTH AMENDMENT TO CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT hereby amends the CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT dated December 17, 2015, between the City of Seaside, a municipal corporation (City) and Raimi + Associates, Inc., a California Corporation (Consultant), as follows:

1. Paragraph 5. entitled "PAYMENT" is hereby amended as follows:

PAYMENT

City agrees to make monthly payments to Consultant an added amount not to exceed \$60,000 for time expended and costs incurred to complete the tasks necessary to draft, adopt, and certify the City's General Plan Update and Housing Element. Said payments shall be made consistent with the provisions of the original paragraph entitled "PAYMENTS".

2. Paragraph 1. entitled "TERM" is hereby amended as follows:

The term of the Agreement as specified in Paragraph 1 is extended through December 31, 2024.

3. City and Consultant agree that all other terms and conditions as set forth in the Professional Services Agreement dated December 17, 2015, as previously amended, shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Fourth Amendment to the City of Seaside Professional Services Agreement between the City of Seaside and Raimi + Associates, Inc. to be executed this 2nd day of November, 2023.

CITY OF SEASIDE

RAIMI + ASSOCIATES, INC

By: _____
Jaime Fontes, City Manager

By: _____
Matt Raimi, President and CEO

CITY OF SEASIDE

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, is made and effective as of December 17, 2015, between the City of Seaside, a municipal corporation ("City") and Raimi + Associates, Inc., a California Corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on December 17, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2018, 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 perform all tasks described herein according to the standard of care normally associated with similar work. 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. CITY MANAGEMENT

City's Deputy City Manager shall represent City 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. City's City Manager shall be authorized to act on City'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 City agrees to pay Consultant monthly for time expended and costs incurred, in accordance with the estimated budget 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 Million, Two Hundred Fifty Two Thousand, Nine Hundred and Eighty One dollars (\$1,252,981.00) 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 City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed twenty four thousand nine hundred ninety nine dollars (\$24,999.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed in a timely manner. Invoices shall be submitted on or about the 20th 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 City 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 City 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 City 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 City shall pay Consultant for time expended and expenses reasonably incurred that is of value to the City up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The City's or 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, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default provided in a written notice 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 City (City Manager or his/her delegate) or Consultant determines that the other Party 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 other Party a written notice of the default. The other Party 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 other Party fails to cure its default within such period of time, the City or Consultant 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 City 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 City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City 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 City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and pay for the costs of defense of the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses of defense, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant related to Consultant's work, except where caused by the negligence, recklessness or willful misconduct of the City and any and all of its officials, employees and agents.

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 City 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City 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 City, 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 City of Seaside 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 City of Seaside 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 City, 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

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not

without written authorization from the City Manager or unless requested by the City 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 City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City 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 City. City 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 City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. CONFLICT OF INTEREST

Consultant shall at all times avoid conflicts of interest in the performance of this Agreement.

During the term of this Agreement Consultant shall not directly or indirectly, either as a partner, employer, employee, consultant, principal, and agent or in any individual or representative capacity, engage or participate in any business or voluntary activity in the City of Seaside on behalf of any other party on any property located within the City of Seaside.

If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code Sections 87100 et seq.) Consultant shall complete and file, and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

17. 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 City:	City of Seaside
	1440 Harcourt Avenue
	Seaside, California 93955
	Attention: City Clerk

To Consultant: Raimi & Associates, Inc.
2000 Hearst Avenue, Suite 400
Berkeley, CA 94709
Attention: Matt Raimi

18. 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 City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only shall perform the services described in this Agreement.

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

19. 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.

20. GOVERNING LAW

The City 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 City of Seaside.

21. 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.

22. WORK SCHEDULED/TIME OF COMPLETION

City and Consultant agree that time is of the essence in this Agreement. Consequently, City shall retain ten percent (10%) of the cost of the final general plan to cover Consultant's failure to provide a work product that meets the standard of care normally associated with the profession. The Retainer shall be payable thirty (30) days after City Council approval of the final documents.

Timely delivery of the existing conditions report, technical background memorandums, general plan, EIR and zoning code is crucial to this project. Accordingly, late fees shall be assessed against the Contractor for every 30 calendar days that the existing conditions report, technical background memorandums, public draft general plan, Draft EIR and draft zoning code are late. Milestone dates shall be assessed as follows:

- *Days fifteen (15) through thirty (30): 0.01 percent of specific task value
- *Days thirty (30) through sixty (60): 0.02 percent of specific task value
- *Days sixty (60) through ninety (90): 0.03 percent of specific task value.

The City and Consultant agree that Consultant will not be held responsible for any delay caused by the City in its review of the deliverables for the project or for any delay in the delivery of materials, information, action or decisions by the City that may impact the Consultant's ability to complete their work. Consultant deliverable deadlines shall be extended a reasonable amount of time to reflect the delay of by the City in delivering information or materials or providing direction that impact the delivery of Consultant deliverables.

23. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant agrees that the scope of work is based on the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the negotiated scope of work proposal submitted by the Consultant, Exhibit "D" hereto. The final scope of work (Exhibit A) has been reviewed and approved by the City and meets all the requirements of the RFP. In the event of conflict the requirements of the City's Request for Proposals, the consultant's initial proposed scope of work and this Agreement, this Agreement and all its contents shall take precedence over those contained in the Consultant's proposal or the City's Request for Proposals.

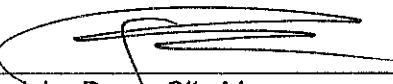
24.. AUTHORITY TO EXECUTE THIS AGREEMENT

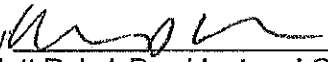
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF SEASIDE

RAIMI + ASSOCIATES, INC.

By: 
~~John Dunn~~ City Manager
CRAIG MACIN

By: 
Matt Raimi, President and CEO

Approved As To Form:

Don Freeman, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

EXHIBIT A:

SCOPE OF SERVICES FOR THE SEASIDE GENERAL PLAN AND EIR

TASK 1: PROJECT INITIATION

TASK 1.1 PROJECT INITIATION

The R+A team will hold a 1-day kick-off meeting in Seaside to initiate the project. This meeting will include an overall team meeting, one-on-one meetings with City staff and a tour of the City. Following the kick-off meeting, the team will hold up to four topic-specific meetings with City staff. These meetings are expected to be on the following topics: 1) Land use and FORA; 2) Economic Development; and 3) Transportation. The follow-up meetings will either be held in person or over the phone.

TASK 1.2 COLLECT AND REVIEW EXISTING CONDITIONS

The City will provide the R+A team with a comprehensive list of documents and data necessary to prepare the General Plan and EIR. Following a delivery of materials, the R+A team will prepare a supplemental data request list to obtain additional data from the City. The R+A team will review this information.

TASK 1.3 PREPARE BASE MAPS

The R+A team will prepare a series of base maps in GIS and Illustrator for use during the project. R+A will prepare an admin draft of the map and then prepare a final version of the maps based on review and comments provided by City staff. This task will occur prior to the existing conditions work (Task 3). Any changes to base maps after this task is approved may necessitate in a budget amendment.

TASK 2: PROJECT MANAGEMENT

TASK 2.1 ON-GOING PROJECT MANAGEMENT

R+A and other team members as appropriate will coordinate with the City about the project. This will include in-person meetings, bi-weekly conference calls and "informal" communication via email and phone as necessary. Our scope and budget assume that R+A will hold 12 in-person meetings (in addition to the kick-off meeting) with City staff. These will occur during regularly scheduled trips to Seaside to the greatest extent feasible. Additional meetings may occur during other scheduled trips to the City.

TASK 2.2 INVOICING AND ADMINISTRATION

R+A will prepare monthly invoices and progress reports for the project that will summarize the number of hours spent by task and activities by task.

TASK 2.3 SUBCONSULTANT MANAGEMENT

This task involves R+A working with our subconsultants throughout the project to coordinate administrative and content components of the project. It includes coordination on invoicing, contracts, content management, and document review.

TASK 3: PUBLIC PARTICIPATION AND OUTREACH

TASK 3.1 COMMUNITY ENGAGEMENT PLAN AND DATABASE

R+A will prepare a Community Engagement Plan with outreach objectives and measures of success, key steps of the process, meetings and workshops for the project, proposed outreach activities, and stakeholders. The Community Engagement plan is expected to be up to 5 pages in length. R+A will prepare 2 versions of this document – an administrative draft and a final draft.

Additionally, R+A will build a database for project based on existing City outreach databases and interested parties identified during the General Plan update process. This will include churches, service organizations and neighborhood associations. Additionally, the project website will have a feature where participants can add their names to the contact list.

TASK 3.2 LOGO AND BRANDING

R+A will prepare unique branding materials for the project. This will include a logo, color palette, document layouts, meeting notices and PPT presentation template. All public materials will use the branding identity.

TASK 3.3 PROJECT WEBSITE CONTENT

R+A will prepare a project website that provides information on the project. The website will be independently hosted with a link from the City's web site. R+A will host the site for a period of 3 years at which point the City will take over hosting of the site. R+A will develop the preliminary content for the website and then update the website with information throughout the project. We expect to spend approximately 40 hours setting up the website and approximately 2 hours per month on website maintenance.

The team will also set up a "MySidewalk" website to allow for discussion (online forum). The website will be updated regularly and there will be up to 8 discussion questions listed on "MySidewalk" during the project. The "MySidewalk" site will either be separate from or integrated with the project website.

TASK 3.4 STAKEHOLDER INTERVIEWS

The R+A team will conduct up to 12 stakeholder interviews. Stakeholders will be identified with City staff at the beginning of the project and may include City Council members, the Chamber of Commerce, non-profit organizations, and community leaders. These interviews will occur during trips for the four kick off meetings or over the phone, as necessary R+A will prepare a brief summary of the stakeholder interviews. This will be a composite of all interviews and is intended to be a working document for team members (and not for public dissemination). The length is estimated at up to 5 pages.

TASK 3.5 GENERAL PLAN UPDATE TASK FORCE

R+A will form and then meet with a General Plan update Task Force comprised of not more than 15 individuals. The Task Force will be advisory and non-voting. R+A will meet with the Task Force up to 8 times during the process to obtain high-level feedback on the project issues, the vision, land use and transportation alternatives and key policy topics. The Task Force will also serve as a sounding board for content for public workshops and review workshop materials (prior to the workshops) and the results (after the workshops). At the beginning of the project, R+A will prepare a binder for each committee member that will have information about the project and background on General Plans. Information for each meeting will be provided by R+A so that it can be included in the binder.

For each meeting, the R+A team will do the following:

- Prepare an agenda
- Prepare a brief 1-2 page "staff report" for the meeting, including discussion topics, background information and/or desired outcomes.
- Compile information from existing materials prepared for the project and summarize the information in a written document or a Powerpoint presentation.
- Brief 2-3 page summary notes listing the conclusions from each meeting.

While specific content will be prepared for each meeting, significant new materials and preparation are not expected. Rather, the work by the team will be compiled and summarized for feedback from the Task Force.

City staff will provide logistics and communication with Task Force members for this task. This will include identifying task for members, sending emails to Task Force members prior to meetings, identifying meeting spaces, and on-going communication with Task Force members as necessary.

TASK 3.6 FOCUS GROUPS

During the process, R+A will hold 4 focus groups with key interest groups (e.g., environmental advocates, housing advocates) or segments of the population (e.g., Spanish speaking residents, youth, seniors, etc.). City staff will provide logistic support including identifying rooms and participants for the focus groups (along with team members).

TASK 3.7 COMMUNITY SURVEY

The R+A team will hire a survey research firm to prepare a statistically valid survey to identify community preferences and topics of concern. This will occur toward the beginning of the project and will help craft the overall workplan and approach. The survey will include a modification to existing questions used by the selected survey research firm and a summary report describing the results of the survey. R+A will work with the City to identify the survey research firm, the method of survey administration, and the survey questions.

TASK 3.8 GENERAL PLAN PUBLIC WORKSHOPS AND OPEN HOUSES

R+A will organize 3 public workshops and 3 open houses during the project. These are expected to be evening or weekend meetings that last approximately 2.5 hours. Each workshop will include a presentation followed by interactive exercises. The open houses will be informal and will include exhibits where community members can review materials and provide feedback on the project. The workshops will be interspaced with the open houses so that there are ample opportunities for feedback from the public. Expected topics for the meetings are:

- Workshop #1: Issues, Vision and Guiding Principles
- Open House #1: Review of key issues, draft vision statement and list of guiding principles
- Workshop #2: Land use and transportation alternatives
- Open House #2: Review preferred land use and transportation alternative
- Workshop #3: Review General Plan policy framework (prior to Draft General Plan release)
- Open House #3: Review Draft General Plan and Draft EIR (after Draft plans are released)

Our team will provide logistics planning, workshop format and agenda preparation, consolidation and synthesis of relevant materials from the technical team when needed, workshop facilitation (lead facilitator and 1-2 assistants), and summary notes documenting input and identifying common discussion themes. VTA will work with the General Plan team to ensure the outreach efforts include agencies and organizations that serve low and moderate income households and households with special needs, as required by the Housing Element law.

Outreach for the workshops will be as follows:

- Citywide mailing at two points in the process to all homes and businesses. The two times are: 1) to announce the General Plan update and the first workshop; and 2) to announce the release of the draft General Plan and EIR for public review.
- Email to project database for every workshop.
- Preparation and distribution of flyers in City Hall, library and up to 3 other locations. Up to 500 flyers will be prepared and City Staff will assist with flyer distribution.

Two of the public workshops will include discussions on housing and Veronica Tam and Associates will prepare for and attend these workshops.

TASK 3.9 CITY ADVISORY TEAM

Working with City staff, R+A will form a City Advisory Team to advise on the project. Team meetings will consist of both full group meetings and one-on-one meetings with individual staff members. We expect that there will be 3 full City Advisory Team meetings and that the consultant team will meet with each department 3 times during the project. The one-on-one meetings will either be in person or over the phone. City staff will coordinate with the City Advisory Team and handle meeting logistics. Materials for these meetings will be documents prepared for the project (such as the Existing Conditions Report). R+A will prepare an agenda for each meeting; no summary notes will be prepared since the input from the meetings will be directly reflected in the documents that will be prepared by the consultant team.

TASK 3.10 COORDINATION WITH OUTSIDE AGENCIES

R+A team members will coordinate with outside agencies deemed pertinent to the General Plan update and EIR. The list of agencies is included in the RFP. Up to 16 meetings and phone calls are anticipated. These meetings will occur during regularly-scheduled trips to the City. No unique materials (agendas, notes, presentations, documents or other materials) will be prepared for these meetings.

TASK 3.11 BAR, PC AND CITY COUNCIL STUDY SESSIONS

The R+A team will hold 3 joint study sessions with the BAR, PC and City Council. These meeting will occur at key junctures in the process. R+A will prepare public notices, staff reports, presentations, and summary comments. City staff will handle logistics and will assist in writing and reviewing staff reports.

TASK 3.12 INFORMAL OUTREACH

The Team will conduct informal outreach activities which may include, but are not limited to: attending regular meetings of neighborhood groups and local organizations, and preparing pop-up workshops to collect feedback at key junctures in the process. R+A will conduct as many meetings as possible within the allocated budget.

TASK 4: GENERAL PLAN EXISTING CONDITIONS REPORT

TASK 4.1 REVIEW AND ASSESS REPORTS, STUDIES, AND REGULATIONS

The R+A team will review reports, studies, and regulations and work with staff to determine how the information should be incorporated into the General Plan. The deliverable for this task will be a list of the primary reports and studies that the team reviewed.

TASK 4.2 EXISTING CONDITIONS REPORT

The R+A team will prepare an Existing Conditions Report that documents significant existing conditions and trends. This will include an analysis of land use, transportation, public facilities, infrastructure, natural environment and other topics that will be covered by the General Plan and EIR. It will also include a review of State and Federal regulations that will impact the General Plan update such as SB 375, the Complete Streets Act and others. The report is expected to be approximately 100 pages including maps and tables. Detailed existing setting sections for the EIR will be prepared during the preparation of the Admin Draft EIR. Each chapter of the report will include an analysis of existing conditions in the City, potential future conditions due to proposed projects, and an evaluation of existing policies in the General Plan for conformance with the vision of the City. R+A will prepare an Admin Draft of the report and a Final Draft of the report. (Note that while the Market Study and the Housing Study are separate technical reports, the conclusions from each will be included in the Existing Conditions Report.) The following topics will be included in the report (the report structure will be determined during the project):

Project Setting. This will include an introduction to the report, the purpose of the project, the regional context, a brief history of the City and basic City information such as the City limits, Planning Area and Sphere of Influence.

Demographic Conditions. This section will include basic demographic and economic information about the City including total population and households, education levels, income, poverty, language, and race/ethnicity. For some topics, the City will be divided into several 3-5 sub-areas and data reported by sub-area.

Land Use and Urban Design. This section will provide an overview of the existing and allowable land uses in the City and the major urban design characteristics. Topics that will be covered include:

- Existing land use map and table
- General Plan designations and zoning districts
- Growth projections and opportunity sites/areas
- Summary of planning and policy documents (for example existing specific plans)
- FORA policy and direction
- Neighborhood/sub-area maps and description of general character (building types, streetscape character) and potential level of change
- Overall urban design character and City structure (gateways, community focal points, activity centers, views, topography)

Health. The report will include a discussion of the social and environmental factors that contribute to health and overall health conditions in the City. Topics that will be covered include: overall health conditions (life expectancy [if available], leading causes of death, obesity rates, diabetes, asthma rates), access to healthy/unhealthy foods, access to parks and open spaces.

Mobility. TJKM will provide an assessment of multi-modal access and connectivity in Seaside, including a review of existing Circulation Element policies and planned improvements. The transportation/mobility assessment will include the following subsections:

- **Existing Circulation Network.** TJKM will describe existing levels of multi-modal access and connectivity in Seaside, incorporating information obtained during data collection, review of background information, and input received during public outreach. This will include maps of existing street network classifications, bicycle routes, transit routes, and identified gaps in the pedestrian circulation network (such as discontinuous sidewalks and/or barriers to pedestrian circulation). This section will also describe existing travel mode splits and origin/destination patterns based on available data. Existing motor vehicle traffic operations at study intersections identified for analysis in the Program EIR will be described, based on AM and PM Peak Hour volumes. The description of traffic volumes will include total estimated daily traffic on key corridor segments. The existing frequency of transit service will be described. Key barriers to multi-modal circulation and access will be summarized.
- **Planned Circulation Network.** TJKM will summarize planned circulation improvements described in the Circulation Element, Bicycle Master Plan, FORA documents, West Broadway Urban Village Specific Plan, Seaside East Conceptual Master Plan, and applicable city and regional transportation plans.
- **Circulation Policy Review.** TJKM will review the goals, policies, performance measures and implementation plans described in the 2004 Circulation Element, and provide recommendations for updating the Circulation Element to meet local mobility goals and achieve consistency with Complete Streets requirements. This will include reviewing the City's current Bicycle Master Plan map and policies.
- **Mobility Opportunities.** Opportunities for enhancing multi-modal mobility will be identified based on the existing conditions review, review of planned improvements, and initial public input.

Housing. A summary of the major results from the Housing Element Technical Appendix, including affordability, population trends, vacancy rates, household size, household type, building type, overcrowding, rents and affordability, and other topics as necessary.

Market and Economic Conditions. A brief 2-3 page summary of the results of the market report described below will be included.

Parks and Public Facilities and Services. This will include the following:

- A summary of the number and location of parks and open spaces
- The location of schools, public buildings, libraries and other public uses in the City.
- A summary of public safety including crime, police services and emergency response services (fire and EMS).
- A summary of the results of the Infrastructure technical report

Air Quality and Climate Change. This section will also describe current regional air quality, including current ambient air quality and attainment status based on current state and federal ambient air quality standards. An overview of the current regulatory framework regarding greenhouse gases and climate change (including Assembly Bill 32, Senate Bill 97, and Senate Bill 375), as well as adopted amendments to the State CEQA Guidelines, will also be provided. For aesthetics, this section will describe the existing visual character of the City, focusing on the natural character of the former Fort Ord (urban character will be described in *Land Use and Urban Design*). Existing public viewpoints, scenic roadways, and City standards related to preservation of visual resources and night skies will be described.

Conservation/Open Space. This section will provide an overview of biological and cultural resources, air quality and greenhouse gases, and aesthetics. This will include a description of special status plant and wildlife species, critical habitat, sensitive communities and jurisdictional waters, natural stands of forest and protected trees (including oak woodland areas) within all areas of the City, but with particular emphasis on the former Fort Ord. This description will be based on existing information, including the Ford Ord Habitat Management Plan (HMP), draft Habitat Conservation Plan (HCP), and the California Natural Diversity Database (CNDDB). For cultural resources, existing recorded archaeological, paleontological, and historic resources in the City will be described. This will include a cultural resources records search at the Northwest Information Center and review of available cultural resources studies including those related to the closing of Fort Ord. No field surveys will be conducted for biological or cultural resources.

Safety. This section will describe both natural and man-made hazards in the City. Existing fire and flooding hazards will be mapped and described, based on existing available information. In addition, existing geologic hazards will be described and mapped, including fault rupture, groundshaking, landsliding, liquefaction/slope stability, erosion, and subsidence. Man-made hazards include vehicle accidents, hazardous materials spills and crime.

Noise. This section will describe the existing noise environment in the City. Noise surveys (up to six measurements) will be conducted to characterize major noise sources in the City, including Highway 1, Freemont and Del Monte Boulevards, and the Monterey Regional Airport. Noise sensitive receptors will also be identified. Key noise sources and sensitive receptors will be identified on a map; however, existing and projected noise contours will not be shown (this will be completed as part of the General Plan Noise Element).

Water Supply. This section will describe existing water supply, wastewater conveyance and treatment, and solid waste collection and disposal within the City. The primary sources of water supply to the City (including the Seaside and Salinas Valley Groundwater Basins and the Carmel River) will be described based on existing available information. Current conservation and new water supply efforts will be explained.

TASK 4.3 MARKET REPORT

The Market Report component of this Scope of Work is to be undertaken in context of the City's goal of fiscal sustainability that is inextricably linked to aggressive economic development efforts. An overarching purpose of the Market Report will be to identify a mix of businesses and industries that will create a sustainable economy in Seaside.

Lisa Wise Consulting (LWC) will undertake an analysis of the City's existing fiscal scenario and economic factors to identify key issues and trends that will affect the General Plan Update. The result of Task 4.3 will be a stand-alone Market memorandum.

Adopted Plan Review in Context of Market Conditions: Recognizing that real estate and capital markets change and cycle, LWC will also evaluate policies of the below adopted City Plans in context of current market conditions, constraints, and opportunities. The purpose of the existing Plans review is to identify constraints that may prevent or opportunities that could lead to desirable build-out that old policy may present with respect to development financial feasibility. LWC will garner opportunity sites from the below plans and will suggest which has fewest constraints to move forward in the near-term timeframe:

- **West Broadway Urban Village Specific Plan**
- **The Projects at Main Gate Specific Plan**
- **Seaside East Conceptual Land Use Plan on the former Fort Ord**
- **Economic Opportunity Plan**
- **Local Coastal Program**
- **Long-Range Property Management Plan (LRPMP):** LWC will focus on assessing the eight (8) properties that are to be transferred to City and retained for future development. LWC will outline and assess strategies discussed in the LRPMP for each property, identify short- and long- term development opportunities among the eight properties, and identify types of developments that might be appropriate for each site in context of market conditions. The eight subject properties are listed in the LRPMP as:
 - 1350 Del Monte Boulevard (LMPRP Property No. 1)
 - 1271 Canyon Del Rey Boulevard (LMPRP Property No. 3)
 - Broadway Avenue and Terrace Street (LMPRP Property No. 9)
 - General Jim Moore Boulevard and Eucalyptus - Former First Tee Site (LMPRP Property No. 13)
 - Lightfighter Drive between First and Second Avenues - The Projects at Main Gate Site (LMPRP Property No. 14)
 - First Avenue and Lightfighter Drive -Open Space Parcel (LMPRP Property No. 15)
 - Surplus II Planning Area (LMPRP Property No. 16)
 - Tank Site (LMPRP Property No. 17)

Industry and Job Growth: As a component of the market assessment, LWC will also undertake a high-level review of economic conditions as they pertain to industry growth and job creation in the City of Seaside. LWC efforts will focus on growth in regional visitor-services, local-serving and commercial recreation facilities, light industrial uses, and eco-and recreation tourism as related to the Fort Ord National Monument and creation of a thriving downtown area of the City (as identified in the West Broadway Urban Village Specific Plan). LWC will also focus on how the City could leverage proximity to and relations with the Cal State Monterey Bay campus to establish future industry clusters in Seaside.

Stakeholder Input on Local Market Conditions: As part of the market assessment, LWC will conduct a robust stakeholder outreach process to elicit feedback on opportunities and constraints that local business owners, property owners, and residents see for economic growth in the City and in their own experiences.

Economic Element Case Studies: To assist R+A in arriving at an overall approach for the City of Seaside General Plan Update, LWC will undertake three case studies of General Plan Economic Elements from other jurisdictions so as to glean best practices relevant to City of Seaside. The case studies may include the City of Salinas General Plan Economic Development Element and two others, as approved by City staff.

Funding Strategies: LWC will identify current funding sources the City may consider for implementing infrastructure improvements, community benefits, streetscape amenities, signage programs, marketing and branding campaigns, and other items that could catalyze beneficial economic activity in Seaside, specifically in the identified downtown area and related to the Fort Ord National Monument.

TASK 4.4 HOUSING ELEMENT TECHNICAL APPENDIX

Expanding from the Existing Conditions Report, Veronica Tam and Associates will prepare a comprehensive update to the City's Housing Element Technical Appendix. The Technical Appendix consists of the following key topics:

- **Evaluation of Current Housing Element.** The Housing Element must include an evaluation of the effectiveness and appropriateness of the housing programs contained in the City's current adopted Housing Element. This review must consider the market conditions and funding environment, with the elimination of redevelopment and reduced funding available at the State and Federal levels.
- **Housing Needs.** The current Seaside Housing Element uses demographic data from the 2000 Census. VTA will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's new Completeness Review Checklist, using 2010 Census, ACS, and other current data as available. Specifically, this section will include the following topics: population and household characteristics; housing stock characteristics; housing market conditions; special needs populations; publicly assisted rental housing and at-risk status, and estimates of housing needs and housing problems. This section will also incorporate new requirements such as the housing needs of persons with developmental disabilities.
- **Housing Constraints.** VTA will identify governmental and non-governmental constraints to housing production. This analysis must contain a review of factors that potentially constrain the development, improvement, and preservation of housing. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. Based on our recent experience, HCD places a strong emphasis on farmworker housing and employee housing requirements pursuant to the State Employee Housing Act. We will review the City's zoning provisions for farmworker and employee housing. SB 745 passed in 2013 also requires that we review the City's zoning provisions for transitional and supportive housing, which shall be considered a residential use of the property, to be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. Due to the statewide drought conditions, another recent focus of HCD is the compliance with SB 1087 – priority allocation of water and sewer services for affordable housing projects.
- **Housing Resources and Opportunities.** The Regional Housing Needs Allocation (RHNA) by AMBAG identifies a goal of 393 units for Seaside. Housing units permitted or approved on or after January 1, 2014 can be credited toward the City's RHNA. VTA will examine sites available in existing specific plan areas and potential areas of change identified in the General Plan update process. The current Seaside Housing Element relies on the RH zoning on the former Fort Ord site to meet its lower income RHNA. Depending on the timing of the Monterey Downs Specific Plan, the City may only receive lower income RHNA credits based on the development agreement (if any), not based on the density range available in the plan. We may need to explore other available high density residential/mixed use sites in the West Broadway Urban Village Specific Plan or other specific plan areas, or other opportunities to be created through the General Plan process.

TASK 4.5 INFRASTRUCTURE TECHNICAL REPORT

Whitson Engineers will compile and review available documents as they relate to potable water, recycled water, wastewater, and storm water systems. At a minimum the following documents will be reviewed:

- a. 1997 FORA Base Reuse Plan
- b. 2004 Seaside General Plan
- c. 2005 FORA Storm Water Master Plan
- d. 2010 The Projects at Main Gate Specific Plan
- e. 2010 West Broadway Urban Village Specific Plan and PS&E
- f. 2010 Seaside East Conceptual Master Plan
- g. 2010 Draft Seaside Storm Drain Master Plan

- h. 2011 Seaside County Sanitation District Master Plan
- i. 2012 Base Reuse Plan Reassessment
- j. 2015 Monterey Downs Draft Specific Plan and EIR
- k. 2015 Cal-Am Monterey Peninsula Water Supply Project
- l. University Village District (Surplus II); (Pending release)
- m. Fort Ord Water Augmentation Program (Pending release)
- n. MRWPCA Groundwater Replenishment Project

Whitson Engineers will meet with City and other local agency staff to review information obtained and discuss known system deficiencies, proposed infrastructure projects, and other information which staff would like to provide which is applicable to the General Plan Update process.

Whitson Engineers will develop one to two graphics for each utility (potable water, recycled water, sanitary sewer, and storm drainage) utilizing available base maps. Graphics will be used to illustrate system features pertinent to the General Plan Update process, such as: extents of existing utility systems; major known deficiencies; identified capital improvement projects; improvements identified in Specific Plans; improvements identified in the Local Coastal Plan; jurisdiction boundaries and spheres of influence; and utility provider service areas.

The R+A team will develop an Infrastructure Technical Report summarizing the above items. Report will not include detailed calculations, system modeling, capacity analysis, or cost estimates; it will be appropriate to the level of detail needed for the General Plan Update.

TASK 4.6 REVIEW OF EXISTING GENERAL PLAN POLICIES AND PROGRAMS

The R+A team will conduct a review of the existing General Plan goals, policies, and programs to identify the sections that may need to be updated. This task will be undertaken in conjunction with City staff and will rely on staff's evaluation of the General Plan. R+A will provide an easy-to-use worksheet to allow staff to review and comment on the policies. During this task, R+A will also review other city plans, policies and regulations, such as the LCP, and the Fort Ord Base Reuse Plan, to ensure that they are incorporated into the General Plan. The result of this task will be a clear list of the sections of the General Plan that should remain the same and the sections that could be modified during the General Plan update process.

TASK 4.7 ISSUES AND OPPORTUNITIES TABLE

Using all of the information from Task 4, R+A will prepare an issues and opportunities table that lists the issues that need to be addressed during the General Plan update. This will be a detailed list that will help the team and the City organize discussions and identify needed changes for the General Plan.

TASK 4.8 STANDARDS, THRESHOLDS AND INDICATORS

The R+A team will prepare a list of potential standards, thresholds and indicators that can be used to understand existing conditions, set targets for policy and measure success over time. The result will be a matrix of standards, organized by General Plan Element. Information will be drawn from existing City policy and "best practices" from other cities or ratings systems such as LEED-ND or the STAR rating system.

TASK 5: GENERAL PLAN VISION AND ALTERNATIVES

TASK 5.1 VISION AND GUIDING PRINCIPLES

Working with the GP Task Force and at public workshops, R+A will identify a vision and a set of guiding principles for the General Plan update. The vision and guiding principles will supplement and clarify the existing vision and direction in the current General Plan and will be used to analyze the focus area alternatives developed later in this task.

TASK 5.2 AREAS OF CHANGE AND AREAS OF STABILITY

Building off of the work in Task 4, the team will prepare a map that identifies areas in the City where no land use designation change will occur during the time horizon of the General Plan (areas of stability and enhancement), areas

where significant changes may occur (areas of change) and areas that may see some level of change during the horizon of the General Plan (areas of transformation). Once approved, the alternatives process will focus almost entirely on areas of change, with some time devoted to areas of transformation that are needed to meet other City objectives. Based on the conversations with the City, the majority of land within the City will see little to no change over time. The areas of change will include but not be limited to the area of the Seaside East Conceptual Master Plan area, the “Commercial Recreation Parcel” and 1-2 other areas within the City.

TASK 5.3 TEAM WORKING MEETING

Key members of the R+A team will meet in Seaside to work on the land use, transportation and policy alternatives. This will be a day-long meeting to detail and resolve policy concepts, land use alternatives and transportation alternatives. City staff are expected to join this meeting to ensure a free flow of ideas.

TASK 5.4 PREPARE LAND USE, TRANSPORTATION AND POLICY ALTERNATIVES

R+A will prepare up to 3 land use alternatives for each of the areas of change identified earlier in the task, with a particular focus on the Seaside East Conceptual Master Plan and the “Commercial Recreation Parcel.” The alternatives will vary in terms of land use, intensity and design vision. For each alternative, R+A will prepare a land use map, roadway network (if new roads are expected), photos of representative building types/characters, and an urban design diagram that may include a site plan. TJKM will prepare up to 3 transportation alternatives for pedestrian, vehicular and bicycle circulation. This activity will also focus on street cross sections for representative streets in the City. Finally, the R+A team will prepare policy alternatives for up to 10 of the major policy issues facing the City. (Note: the other policy issues will be addressed directly with staff.) These could include topics such economic development programs, climate change, historic resources, and affordable housing, among others. The R+A team will prepare a matrix of alternatives for the General Plan Task Force, the City Advisory Team, the public and the BAR, PC and City Council.

TASK 5.5 ALTERNATIVES ANALYSIS

The R+A team will prepare a “matrix-level” analysis of the land use alternatives that includes topics such as the number of jobs, housing units, economic benefit, transportation impact, and other topics as needed. As part of this task, LWC will undertake a high-level market analysis to demonstrate viability of proposed changes in land use associated with up to three alternatives and describe the level of City effort that may be needed to achieve more progressive or higher growth strategies. Additionally, TJKM will prepare a qualitative transportation comparison of up to three citywide alternatives. This analysis will help determine the overall capacity of the transportation system and the relative ability of each alternative to satisfy the City’s mobility goals. TJKM will also review initial design and land use concepts to identify key connections in the community as well as key conflicts areas that need greater attention to improve circulation, particularly for pedestrians and bicyclists. Finally, Whitson Engineers will prepare a capacity analysis for the preferred alternative.

TASK 5.6 FINAL LAND USE AND TRANSPORTATION PLAN

Based on public outreach, the alternatives analysis, input from City staff, and input from the Planning Commission and City Council, the R+A team will prepare a final land use and transportation approach for the City. This will be reviewed and approved by City staff, the Planning Commission and/or City Council.

TASK 5.7 GROWTH PROJECTIONS

Based on the preferred land use plan, the team will prepare growth projections that can be used for the EIR.

TASK 6: PREPARATION OF THE GENERAL PLAN

TASK 6.1 GENERAL PLAN OUTLINE

R+A will work with the City to prepare a detailed outline of the General Plan, including topics and sub-topics. This process will also include a discussion on the language to be used to write the goals and policies, if different from the existing approach. R+A will prepare draft and final versions of the outline.

TASK 6.2 TEAM WORKING MEETING

Key members of the R+A team will meet in Seaside to work on the policy framework for the General Plan. This day of meetings will include both one-on-one meetings with City departments, meetings with outside agencies and full team working meetings. This will be considered one of the City Advisory Team meetings described in Task 3.

TASK 6.3 GOALS AND POLICY MEMORANDUM

R+A will prepare a memorandum outlining the goals and policies for each Element of the General Plan. This will list the goals and policies that should be incorporated into the General Plan. Information will be drawn from the review of recently approved documents, the Fort Ord BRP, resolution of key issues from Task 5, the public process and discussions with City staff. The memorandum will also include a matrix and/or map(s) of potential land use changes.

LWC will review the Goals and Policy Memorandum put forth by the team for each General Plan Element to ensure no constraints are created with respect to economic and property development feasibility given current market conditions. LWC will also review updated and new goals throughout each element of the General Plan to ensure they are consistent with implementation and achievement of the City's identified economic goals and objective. LWC will identify actions the City could take in the short-term to more aggressively achieve feasible economic development goals identified in Task 4.3.

TASK 6.4 ADMINISTRATIVE DRAFT GENERAL PLAN

The team will prepare an Administrative Draft General Plan for review by City staff based on the outline and Goal and Policy Memorandum developed earlier in this task. The structure and exact content of the General Plan will be decided as the project moves forward. The General Plan will include all of the topics required by State Law plus additional topics as determined during the process with a strong focus on economic development policies, multi-modal transportation, climate change, and aligning the General Plan with the Fort Ord BRP and the recently-adopted Local Coastal Plan (LCP). Specifically, policies and programs in the Fort Ord BRP and the LCP will be included as necessary to ensure consistency and a specific list of implementation program. Our proposed outline and content for the General Plan is below. This is subject to discussion and modification with City staff. Our assumption is that many of the existing General Plan's goals and policies still reflect the vision of the City and that the update will delete outdated policies, modify existing policies as needed and add new policies to reflect changes to the City over the past decade.

The following is a proposed structure of the General Plan along with the primary responsibility of each chapter/topic. While R+A will not be responsible for every chapter, we will provide oversight, assist with policy development, editing and QA/QC.

- **Introduction (R+A).** This chapter will describe the need for the General Plan and an overview of the update process.
- **Vision and Guiding Principles (R+A).** This chapter will include a vision statement, guiding principles and (if needed) a map and description of the major directions of the General Plan. This chapter will serve as the "executive summary" of the plan.
- **Land Use and Urban Design (R+A).** This will include land use designations, urban design and community character, focused policies for growth areas of the City, policies for consistency with the LCP and the Fort Ord BRP, and a range of public health topics such as physical activity, access to healthy foods, and social equity. The chapter will include a breakdown of the City into neighborhoods, districts and corridors (or other sub-areas division). For each sub-area the plan will include a vision/intent statement, existing conditions description, and policy direction. More detail will be provided for areas where change is expected over the time horizon of the General Plan. The goals and policies from existing and valid specific plans will be summarized in the sub-area section.
- **Economic Development (LWC).** LWC will craft new goals, policies, and programs that will achieve City's identified economic goals and objectives given current market conditions. A key purpose of this task will be to ensure that land can be feasibly entitled under the updated General Plan goals and policies. Since entitlements will decrease cost and investment risk to developers and / or public parties, ensuring a good supply of entitled land will better enable the City to achieve build-out consistent with the BRP and other recently adopted planning initiatives. Specific topic areas that will be addressed include a balanced economy, fiscal stability, jobs-housing balance, increased visitor-serving uses and feasible commercial development.

- **Mobility (TJKM).** The Circulation Element will be updated to provide a greater emphasis on multi-modal transportation, including bicycle, motor vehicle, pedestrian and transit circulation. The Element will include recommended changes to street standards (where applicable) and goals and policies for vehicles, transit, bicycle and pedestrian facilities and freight. Key issues to be incorporated are: Complete Streets goals, policies, performance measures, and improvements (including potential changes to the City's functional street classifications to account for non-motorized travel); revisions to the City's bikeway network map; provision of a pedestrian network map; and performance measures for assessing the transportation impacts of future development, consistent with SB 743.
- **Parks and Open Space.** This chapter will include goals and policies related to parks, trails and open space. It will include existing and proposed facilities and funding sources for new facilities. Requirements for parks and open spaces in the Category III FORA requirements will be included as needed.
- **Public Facilities, Services and Infrastructure (R+A will write the chapter with policy direction from Whitson Engineers for infrastructure-related topics).** This chapter will address public buildings, police, fire and infrastructure (water, wastewater and stormwater). As part of the preparation of the General Plan, Whitson Engineers will review city-wide growth projections (including the Fort Ord Base Reuse Plan) and identify substantive differences to previously studied master plan predictions which may impact the utility infrastructure sections of the General Plan Update. This will result in an identification of areas where new infrastructure is needed to serve expansion into previously undeveloped areas. Whitson Engineers will prepare broad goals and policies for utility systems (water, wastewater and stormwater) to support expected development and, if necessary, update existing conditions maps for infrastructure to identify growth areas for future infrastructure improvements.
- **Noise (Rincon).** Rincon will prepare the Noise Element in accordance with the Governor's Office of Planning and Research (OPR) General Plan Guidelines and California Government Code §65302. The Noise Element will provide technical information concerning the community noise environment so that noise may be effectively considered in the land use planning process. Noise surveys (up to six measurements) will be conducted to characterize major noise sources in the City, including Highway 1, Freemont and Del Monte Boulevards, and the Monterey Regional Airport. Based on the noise measurement results and available traffic and aircraft overflight data, Rincon will generate current and projected (future) noise contours for up to eight roadways. In consultation with City staff, Rincon will select noise standards to which existing and planned development will be subject. The Noise Element will incorporate these standards, as well as identify methods to protect residents from excessive noise, and include clear goals, objectives, policies, and implementation actions in accordance with OPR's General Plan Guidelines. The policy framework will include standards and actions to protect "noise sensitive" receivers from excessive noise. These standards and actions will be incorporated into the updated noise ordinance, as described in Task 10. The Noise Element will incorporate requirements of Category III Noise Element Programs A-1.1, A-1.2, and B-1.1.
- **Conservation (Rincon and R+A).** Rincon and R+A will prepare the Conservation/Open Space Element, which will address the conservation of natural resources, including but not limited to water (including groundwater), biological and cultural resources (particularly within the former Fort Ord), air quality, energy supply and conservation, and preservation of night skies. For each of these resources, an updated inventory will be provided based on existing published information. Resource protection policies will be updated to reflect current City values and regional, state, and federal requirements, including policies aimed at improvement consistency with Base Reuse Plan (BRP) Policies (e.g., native landscaping pursuant to Category III Conservation – Biological Resources Program C-2.4 and control of off-road vehicles in undeveloped natural land areas pursuant to Category III Conservation – Biological Resources Program E-1.1). We anticipate that the COSE will incorporate the concepts of sustainability and global climate change. Current federal, state, and regional requirements pertaining to climate change (e.g., AB 32, SB 375) will be incorporated. Particular emphasis will be placed on oak trees, consistent with Category III Conservation – Biological Resources Programs B-2.1, B-2.2, C-2.4 and C-2.5. Existing FORA oak tree mapping data will be utilized and ground-truthed in the field by Rincon biologists. This Element will also incorporate to-be-identified oak woodland conservation areas and associated oak woodland management plan, which will be prepared by FORA. This scope of work assumes these materials will be available by summer 2016. Refer also to Task 10. The Conservation/Open Space Element will incorporate requirements of Category III Conservation – Biological Resources Programs B-2.1, B-2.2, C-2.1 C-2.4 and C-2.5, and Recreation Policy C-1.

- **Safety (Rincon).** Rincon will prepare the Safety Element. The focus of the Safety Element is to adopt policies that will reduce death, injuries, property damage, and the economic and social dislocation resulting from natural hazards. Although the emphasis is on fire, flooding, geologic, and seismic hazards, other relevant safety issues such as vehicle accidents, hazardous materials spills, crime (including gang violence), and power failures will also be addressed. Hazard mapping will be updated accordingly, with preparation of up to six figures. The Fire Department and Police Department representatives will be contacted for updated information regarding safety issues and service levels. Existing federal, state, and local regulations pertaining to key issues will be cited and, as feasible, policies and programs to mitigate residual concerns will be developed. The Safety Element will incorporate requirements of Category III Safety – Seismic and Geologic Hazards Program A-1.2 and A-3.1, and Safety – Fire, Flood, and Emergency Management Program C-1.3.
- **Housing (VTA).** VTA will update the Housing Plan to incorporate recommendations generated from the public outreach process, and reflect changes that respond to findings of the Technical Appendix. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) & (c). VTA will also incorporate policies and programs to facilitate and enhance coordination among the City, FORA, and homeless service providers in addressing homeless issues in the region. Preparation of the Housing Element, however, will not include the development of a standard format for contracts between FORA and homeless service providers.
- **Implementation (R+A with assistance from other team members).** We recommend preparing a stand-alone implementation chapter that provides the necessary steps for putting the General Plan into action. It is anticipated that this section will include a list of specific actions and programs that includes a description, the responsible parties, timeframes, and funding requirements. Physical improvements will be listed separately from programs and studies. As part of the implementation chapter, we will include a detailed list of thresholds and standards for the General Plan and a methodology for reviewing the General Plan over time. In addition, LWC will provide a funding source matrix that will identify potential funding sources for the physical improvements and to achieve the economic development goals of the General Plan. Note that it will not include cost estimates for specific activities, programs or improvements unless these are provided by City staff. All team members will contribute to the preparation of this chapter.

TASK 6.5 SCREENCHECK DRAFT GENERAL PLAN

Based on comments from staff, the R+A team will prepare a Screencheck Draft General Plan.

TASK 6.6 PUBLIC DRAFT GENERAL PLAN

R+A will prepare a Public Draft of the General Plan based on minor, editorial, and formatting comments provided by staff's review of the Screencheck Draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process.

TASK 6.7 FINAL GENERAL PLAN

Based on final comments from the City Council during the hearing process, R+A will prepare the Final General Plan. Our assumption is that only minor, editorial changes will be needed to finalize the document.

TASK 6.8 FORA BASE REUSE CONSISTENCY ANALYSIS

The R+A, with assistance from Rincon and other team members as needed, will prepare the FORA Base Reuse Consistency Analysis as identified in Chapter 8 of the FORA Master Resolution, California State Law and any other information as required. The R+A team will prepare an administrative draft of the Consistency Analysis for review and then a Final Consistency analysis based on City staff comments. R+A will make changes required by FORA, in consultation with City staff. Our assumption that these changes will be minor and editorial.

TASK 6.9 HCD REVIEW OF HOUSING ELEMENT

Pursuant to State law, the Draft Housing Element must be reviewed by the State Department of Housing and Community Development (HCD) for compliance with State law. Prior to submitting the Draft Element to HCD, we will present the Draft Element to the General Plan Update Taskforce and Planning Commission.

The Draft Element will be revised to incorporate comments received at these meetings and submitted to HCD for a mandatory 60-day review. VTA will serve as the City's representative and liaison to HCD during the review and will prepare a revised Draft Element in response to HCD comments. A revised Housing Element with changes made in response to HCD comments in "track changes" mode will be prepared.

TASK 7: ENVIRONMENTAL IMPACT REPORT

TASK 7.1 NOP

Rincon will prepare a Notice of Preparation (NOP) pursuant to CEQA Guidelines and will distribute the NOP to the State Clearinghouse (SCH) and other interested parties identified by the City. Rincon has assumed printing of 15 copies for SCH and up to 15 copies (mailed via certified mail) to responsible and trustee agencies.

TASK 7.2 SCOPING MEETING

Rincon will facilitate a public scoping meeting which will include a presentation and recordation of input from attendees. Rincon will summarize all input gathered at the meeting and during the NOP comment period.

TASK 7.3 ADMINISTRATIVE DRAFT PROGRAM EIR

Rincon will prepare an Administrative Draft Program EIR (ADPEIR) in accordance with CEQA. The ADPEIR will include the following sections:

- **Executive Summary.** This section will provide a summary of the entire ADPEIR, including a summary of impacts and mitigation measures in matrix format.
- **Introduction and Environmental Setting.** The Introduction will describe the purpose of the ADPEIR, the scope of issues to be addressed, and present the organization of the report. Information from the Issues and Opportunities Report will be used as part of the project's environmental setting.
- **Project Description.** The project description will contain the City's objectives for the General Plan Update; a summary of goals, policies, programs, and development regulations; and graphical depiction of the proposed land use plan.
- **Analysis, Impacts, and Mitigation Measures.** Analysis of impacts will include four main components:
 - Setting (description of current conditions with respect to the issue in question, including the existing regulatory environment)
 - Impact analysis (discussion of potentially significant effects of the proposed project; impacts are typically compared to established "thresholds of significance")
 - Programmatic mitigation measures (methods by which significant effects can be reduced or eliminated)
 - Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

The analysis will include the following issue areas.

- **Aesthetics.** The aesthetic analysis will consider such issues as alteration of public views, changes in visual character, and increased light and glare. The analysis will also consider consistency with relevant City documents addressing design and development standards.
- **Air Quality.** This section will be prepared in accordance with Monterey Bay Unified Air Pollution Control District (MBUAPCD) Guidelines. Both temporary construction effects and long-term regional effects will be considered. Since the General Plan is not a project, the analysis will not quantify regional emissions. Instead, it will compare growth potential under the General Plan to growth forecasts contained in APCD air quality plans to determine consistency with local air quality planning. This analysis does not include preparation of stand-alone technical study; instead, any technical information will be included as an appendix to the EIR (if required).
- **Biological Resources.** This analysis will incorporate findings of a Biological Resources Assessment completed in support of the EIR (described below). The section will describe baseline conditions, assess direct and indirect impacts to existing biological resources from future development, and identify feasible mitigation measures, if

required. No field surveys will be conducted as part of this analysis; rather, baseline information will be based on existing information.

- **Biological Resources Assessment.** Rincon will prepare a Biological Resources Assessment (BRA) Report to address potential impacts to biological resources including special status plant and wildlife species, critical habitat, sensitive communities and jurisdictional waters, natural stands of forest and protected trees, and other biological resources. Current setting information from the existing conditions report will be incorporated. The BRA will be completed with sufficient detail to support a General Plan EIR and will include programmatic analyses and mitigation measures that are required to reduce potential impacts.
- **Cultural Resources.** This analysis will address archaeological, paleontological, and historic resources, incorporating the findings of a Cultural Resources Assessment prepared in support of the EIR (described below). Maps will be generated to identify areas where potential future development could potentially affect known resources. Resources listed on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) will be identified, as will any local landmarks or areas of known archaeological resource sensitivity. As part of this task, Rincon will also assist the City with government to government tribal consultations in conformance with Assembly Bill (AB) 52 (Gatto, 2014) and Senate Bill 18 of 2005 (SB 18; California Public Resources Code § 65351–65352), which is required for plan amendments and zoning changes. No field surveys will be conducted as part of this analysis.
- **Cultural Resources Assessment.** Rincon will prepare a Cultural Resources Assessment (CRA) to address potential impacts to archaeological, tribal cultural, historic built, and paleontological resources. The CRA will incorporate findings of a cultural resources records search at the Northwest Information Center and other background research conducted as part of the existing conditions report. The CRA will include programmatic analyses and mitigation measures that may be required to reduce potential impacts to cultural resources from activities.
- **Geology and Soils.** This section will discuss the potential for geologic hazards, including fault rupture, groundshaking, landsliding, liquefaction/slope stability, erosion, and subsidence.
- **Greenhouse Gas Emissions.** This analysis will consider the proposed General Plan's potential contribution to cumulative impacts related to greenhouse gas (GHG) emissions and climate change. An overview of the current regulatory framework regarding GHGs/climate change including Assembly Bill (AB) 32, Senate Bill (SB) 97, and SB 375, as well as adopted amendments to the State CEQA Guidelines, will be described. The analysis will quantify carbon dioxide equivalent (CDE) units associated with future development facilitated by the General Plan, and will compare these emissions to appropriate thresholds. Programmatic mitigation will be identified. Air emissions calculations will be included in a technical appendix; however, a stand-alone technical report will not be prepared.
- **Hazards and Hazardous Materials.** This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as such hazards as wildland fires and flooding.
- **Hydrology and Water Quality.** The hydrology and water analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality.
- **Land Use and Planning.** This section of the EIR will examine land use policy issues. Rincon will prepare an objective discussion of whether and how the proposed General Plan is consistent with both existing City policy documents and regional planning policies. Consistency with the BRP will also be addressed.
- **Noise.** The noise analysis will examine both temporary construction noise and long-term operational noise. Noise model calculations will be included as an appendix to the EIR, and the technical analysis will be summarized in the EIR section (a stand-alone noise study will not be prepared). Traffic noise will be estimated based on the noise contours developed in conjunction with the proposed General Plan Noise Element and data from the EIR traffic analysis.
- **Population and Housing.** It is not anticipated that the proposed General Plan would displace people or housing. Therefore, this section will focus on a comparison of potential population and housing growth to regional growth forecasts for the area and the City's job-housing balance.

- **Public Services and Recreation.** This section will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities. This will involve contact with local service agencies to determine service levels and existing and projected gaps in service.
- **Transportation/Circulation.** The EIR section will summarize the findings of the TJKM Transportation Impact Analysis (TIA), citing proposed General Plan policies and actions as mitigation. As necessary, additional policies and or actions (possibly including roadway improvements) will be recommended to address identified significant impacts.
 - **Transportation Impact Analysis (TIA).** TJKM will prepare the transportation impact analysis (TIA). The TIA will provide an assessment of potential impacts to motor vehicle, bicycle, and pedestrian circulation, and to transit service, resulting from the proposed General Plan. The assessment of potential transportation impacts will be based on a comparison of Existing Conditions, Future Baseline Conditions (current General Plan), and Future with Project conditions (Proposed General Plan). TJKM will obtain Future Baseline traffic volumes from the AMBAG regional travel demand model. TJKM will evaluate peak hour traffic level of service (LOS) at up to 13 existing intersections and 2 planned intersections, focusing on the City's key arterial corridors. TJKM will conduct morning (7-9 AM) and afternoon (4-6 PM) peak period traffic counts at each of the 13 existing intersections, while AMBAG model forecast volumes will be utilized to determine anticipated future volumes at the 2 planned intersections. The selection of intersections for inclusion in the analysis will be confirmed with City staff. Based on a preliminary review of prior studies, forecasted year 2035 traffic volumes and planned improvements, TJKM proposes to evaluate the following study intersections:
 - Canyon del Rey & Del Monte Blvd
 - Canyon del Rey & Fremont Blvd
 - Canyon del Rey & General Jim Moore Blvd
 - Broadway & Del Monte Blvd
 - Broadway & Fremont Blvd
 - Broadway & General Jim Moore Blvd
 - Fremont Blvd & Del Monte Blvd
 - SR-1 SB Off-Ramp/NB On-Ramp & Fremont Blvd & Monterey Rd
 - SR-1 NB Off-Ramp/SB On-Ramp & California Ave
 - General Jim Moore Blvd & Coe Ave - Eucalyptus Rd
 - General Jim Moore Blvd & Gigling Rd
 - General Jim Moore Blvd & Lightfighter Dr
 - Lightfighter Dr & 2nd Ave
 - Monterey Rd & New SR-1 Interchange Access (planned intersection)
 - Eastside Parkway & Gigling Rd (planned intersection)
- **Utilities.** This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will involve contact with the service providers. The water supply analysis will be supported by a Water Supply Assessment (WSA), as outlined below.
 - **Water Supply Assessment.** Rincon will prepare a Water Supply Assessment (WSA) to address the General Plan Update for the City of Seaside in Monterey County. The WSA will be consistent with California Water Code, as amended by Senate Bill 610. The City of Seaside relies upon the adjudicated Seaside Groundwater Basin, the Salinas Valley Groundwater Basin, and the local Carmel River, all of which are replenished primarily through precipitation, as well as local recharge and conservation efforts. To address concerns associated with the effect of General Plan buildout on groundwater, the WSA will assess existing and foreseeable water supplies in comparison with anticipated demands and potential future supplies. In compliance with California Water Code, as amended by Senate Bill 610, the WSA will also consider normal-year, single-dry year, and multiple-dry year conditions over a 20-year horizon.

Rincon will collect and review available data relevant to water usage in the local basins, and make inferences and projections regarding water supply availability using reasonable assumptions and professional opinion.

The data collection process will include but is not necessarily limited to literature review, agency consultation, database searches, coordination with private well owners (where applicable). Rincon will submit data requests as needed to clearly define the scope of actions proposed to be covered by the WSA. Other research and consultation tasks may be completed as necessary to make reasonable assumptions required for the WSA.

This scope of work assumes that no site reconnaissance will be conducted, and no groundwater monitoring or hydrologic modeling will be conducted; all data collection will be conducted using existing resources and expert opinion. In the absence of detailed or reliable data, Rincon will develop reasonable assumptions to facilitate water supply and demand projections, and include a detailed description of assumptions as a separate section or appendix to the WSA. If a shortage of water is anticipated to occur over the WSA's 20-year projection, the WSA will suggest measures that may be implemented to ensure water supply reliability and avoid long-term adverse effects.

TASK 7.4 SCREENCHECK DRAFT PROGRAM EIR

Following internal City staff comments on the ADPEIR, Rincon will incorporate appropriate revisions to the ADPEIR, and prepare a Screencheck Draft PEIR for final internal review. Review of the Screencheck Draft PEIR will focus on typographical errors, formatting, and other minor edits only.

TASK 7.5 DRAFT PROGRAM EIR

Following City staff review of the Screencheck Draft PEIR, Rincon will prepare the Public Review Draft PEIR. As part of this task, Rincon will prepare the Notice of Completion and Notice of Availability and distribute the DPEIR to the State Clearinghouse, responsible agencies, and interested agencies, organizations, and persons. The DPEIR will be circulated for at least a 45-day public review period.

TASK 7.6 FINAL PROGRAM

EIR Preparation of the Final Program EIR will include the following tasks:

- **Responses to Comments.** Rincon will prepare draft response to comments, based on a review of the comment letters received and coordination with City staff and legal counsel to discuss the comments received and proposed responses. This scope of work includes 200 professional staff hours to respond to public comments. This is based on the assumption that up to 100 comment letters may be received, and that an average of two staff hours are required to respond to each letter. If more than 100 comment letters are received, or if several comment letters are robust and require additional time to respond, a scope amendment may be requested to address these comments. Following internal comments on the draft responses, Rincon will prepare the final Responses to Comments/Final PEIR.
- **Mitigation Monitoring and Reporting Program.** Concurrent with the responses to comments, Rincon will prepare a Mitigation Monitoring and Reporting Plan, which will be included in the Final PEIR.
- **Findings.** Rincon will prepare CEQA Findings of Fact and a Statement of Overriding Considerations, if required. Rincon will submit drafts of these documents to the City, and will revise the documents following receipt of comments.
- **Publication of Final EIR.** Rincon will provide copies of the Final EIR, including responses to comments, MMRP, Findings, and Statement of Overriding Considerations (if required).

TASK 8: ZONING CODE AMENDMENT

Lisa Wise Consulting's (LWC) approach to the zoning code amendment is to make targeted and specific amendments to land uses, zones, standards, and procedures to implement the goals, policies, and programs of the updated General Plan as well as complete policy and program recommendations of the BRP. The proposed amendments will ensure consistency with adopted regulatory documents including, but not limited to the Fort Ord BRP, recently adopted Specific Plans, and the updated General Plan. This scope of work assumes there will be no changes to the LCP, Coastal Implementation Plan (CIP), or Fort Ord BRP and no reformatting, reorganizing, updating language, and other changes not explicitly outlined below. LWC assumes the City will undertake the GP and Zoning Code adoption processes concurrently.

8.1 GP CONSISTENCY ANALYSIS AND RECOMMENDATIONS MEMO

LWC will perform a General Plan consistency analysis that will compare the updated General Plan Goals, Objectives, Policies, and Programs to the existing Zoning Code zones, land uses, development standards, and procedures and to the BRP Regional Urban Design Guidelines. The analysis will identify inconsistencies and provide recommended Code amendments, as needed. We anticipate creating or modifying up to 4 zones, making a few changes to code administration and procedures, and completing other minor edits to other areas of the code such as parking, landscaping, and specific use standards. The result of this task will be a memo summarizing the changes.

8.2. ADMIN DRAFT ORDINANCE

LWC will prepare an Administrative Draft Ordinance for City review and comment. The Administrative Draft Ordinance will provide a line by line markup (in strikeout and underline) of all changes.

8.3 FINAL ORDINANCE

LWC will address City comments on the Admin Draft Ordinance and prepare a Final Ordinance for the Planning Commission and City Council. Following City Council adoption, LWC will make any revisions as requested by the City Council.

TASK 9: PUBLIC REVIEW AND ADOPTION

TASK 9.1 PLANNING COMMISSION HEARINGS

R+A team members will prepare for and attend up to two (2) hearings before the Planning Commission to review the General Plan, zoning amendments and EIR. R+A will prepare a brief staff report (2 pages) and a brief 15 slide PowerPoint.

TASK 9.2 CITY COUNCIL HEARINGS

R+A team members will prepare for and attend up to two (2) hearings before the City Council to review the General Plan, zoning amendments and EIR. We will make minor modifications to the staff report and PowerPoint prepared for the Planning Commission meeting.

Upon adoption of the General Plan (including the Housing Element), VTA will forward the adopted Housing Element to HCD for the mandatory 90-day review of the adopted Element.

TASK 9.3 FORA BOARD DETERMINATION OF CONSISTENCY HEARINGS

R+A and Rincon will prepare for and attend three (3) hearings before the FORA Board. This will include a brief 10 minute presentation.

TASK 10: FORA CATEGORY III AND LCP IMPLEMENTATION TASKS

TASK 10.1 TREE ORDINANCE UPDATE

The City's tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland. Rincon will update City's tree ordinance to specifically address the preservation oak trees consistent with the COSE and BRP Conservation – Biological Resources Programs B-2.1, C-2.1, C-2.4, and C-2.55. This will consist of review of the FORA-prepared oak woodland management plan, research and review of existing tree ordinances for other nearby jurisdictions, and amending Chapter 8.54 of the Seaside Municipal Code. The amendments will include restrictions for the removal of oaks of a certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed. Rincon will prepare draft ordinance language for City review, and will revise according to City comments.

TASK 10.2 NOISE ORDINANCE UPDATE

The City's noise ordinance, Chapter 9.12 of the municipal code, does not currently identify specific noise standards. Rincon will update the City's noise ordinance to incorporate noise standards to which existing and planned development will be subject, concurrent and consistent with the Noise Element update. This will consist of research and review of existing noise

ordinances for other nearby or comparable jurisdictions, and amending Chapter 9.12 of the Seaside Municipal Code. In addition to identifying standards (or thresholds), the revisions will identify suggested measures or methods to reduce noise-related impacts and protect residents from excessive noise. Rincon will prepare draft ordinance language for City review, and will revise according to City comments. The noise ordinance update will incorporate requirements of Category III Noise Element Programs A-1.1, A-1.2, and B-1.1 and Noise Policy B-3, including adoption of land use compatibility criteria for exterior community noise, and requiring preparation of acoustical studies for all new development that could result in noise environments above the normally acceptable range.

TASK 10.3: COASTAL ACCESS/DIRECTIONAL SIGNAGE

LWC will prepare directional and interpretive sign standards in response to LCP Land Use Plan Policy PAR-CZ 1.1.C. and PAR-LG 1.1.B.i. LWC will prepare an Administrative Draft document, Public Review Draft document, and Final document (3 drafts). Policy PAR-CZ 1.1.C states: "As development occurs, the City shall develop and implement a coastal access/directional sign program for all public access points, including those shown on Figure 2-8. The sign program shall include informational signs identifying the location of the Monterey Bay and California Coastal Trail alignments within Seaside." Policy PAR-LG 1.1.B.i states: "Develop interpretive signage along access trails around Laguna Grande."

This task includes the identification of potential locations for directional and interpretive signs and design standards (i.e. size, color, font, layout, and materials) for up to five different directional signs, one informational sign, and one interpretive sign. LWC will also set up one conference call with Coastal Commission staff for input on best practices and early direction sign standards. This Task does not include the actual design or production of specific signs.

TASK 10.4: WATER EFFICIENCY STANDARDS

LWC will incorporate Monterey Peninsula Water Management District's water efficiency standards into the General Plan as policies and the zoning code either verbatim or by reference. This will implement LCP policy NCR-CZ 3.1.B.i: Require new development, changes of ownership, and changes or expansions of use to meet or exceed Monterey Peninsula Water Management District's water efficiency standards.

TASK 10.5 COASTAL ACCESS PARKING ASSESSMENT

This task implements the LCP Policies PAR-RL 1.2.A and PAR-B 1.2.A, "Designation of Parking for Public Access and Recreation." To implement these policies, TJKM will provide an assessment of coastal access parking at Roberts Lake and Sand Dunes Drive (limited to the short segment within the City of Seaside) and prepare recommendations for: (1) increasing the parking supply; and (2) improving pedestrian and wayfinding connectivity, particularly between Roberts Lake and the beach area. Specifics are as follows:

- The assessment of existing coastal access parking will include a field visit to observe both the existing parking provisions, pedestrian connections and existing wayfinding. Prior to conducting the field visit, TJKM staff will contact those City staff and/or parks district representative(s) that are most familiar with existing parking supply to gather relevant background information (including identified constraints to expanding the parking supply, based on prior efforts). The task will not include parking occupancy counts.
- TJKM will provide recommendations concerning the potential expansion of the coastal access parking supply at Roberts Lake and the beach subarea, including consideration of providing on-street parking on the portion of Sand Dunes Drive that is in the City of Seaside.
- TJKM will provide pedestrian access (including ADA access considerations) and wayfinding recommendations, based both on existing conditions and recommended future parking locations.
- TJKM will prepare conceptual illustrations to present potential parking configuration recommendations.
- TJKM will document the findings, recommendations and conceptual illustrations in a technical memorandum.

TASK 10.6 VEGETATION MANAGEMENT PLAN

In accordance with LCP Policy NCR-CZ 1.5.D, Rincon will prepare a Vegetation Management Plan (VMP) that includes the following elements:

- Identification of vegetation and habitat types within the Seaside coastal zone.
- Guidelines for improvement, maintenance, and management of all identified resource areas including a Weed Eradication Plan, Planting Plan, Maintenance Plan, and Monitoring Plan, as appropriate.
- Guidelines for stabilization of the dune areas including the area adjacent to Roberts Lake utilizing best available methods such as planting and maintaining native vegetation.
- Identification of vegetative shoreline improvements that will encourage use by native, non-invasive, and non-nuisance wildlife.
- Identification of areas appropriate for use as a community garden.
- Identification of appropriate responsible parties for improvement, maintenance, and management of all resources.
- A summary of relative cost and funding responsibilities.

The VMP will also incorporate management and maintenance prescriptions and monitoring techniques specific to the eucalyptus trees associated with Laguna Grande Regional Park. The trimming of trees and removal of small numbers of trees will be considered as some of the general maintenance prescriptions. The VMP will strive for consistency in approach to management of dune habitat as implemented by the Monterey Peninsula Regional Park District at the Eolian Dunes Preserve.

DELIVERABLES

The following are the deliverables for the project by task. We expect that minor deliverables (such as memos and staff reports) will take approximately 1-2 weeks for review. The review time for larger and more complex deliverables should be approximately 2-4 weeks depending on the deliverable. Overall, we are flexible on the length of time for staff's review of each deliverable so long as we are not held to the project schedule. During the kick-off meetings, we can discuss the review period for each deliverable and build the necessary amount of time into the project schedule.

- Data and document request memo (Task 1)
- Base maps - admin and final (Task 1)
- Community engagement plan – admin and final drafts (Task 3)
- Design briefs (logo, color palette, document templates – admin and final (Task 3)
- Project website with monthly updates (Task 3)
- Stakeholder interview notes (Task 3)
- Agendas and summary notes for each General Plan Task Force meeting (Task 3)
- Presentation, activity materials and agendas for each workshop and open house (Task 3)
- Community survey – admin and final (Task 3)
- Survey report (Task 3)
- Agendas for City Advisory Team meetings (Task 3)
- Staff reports (2 pages) and PPT presentations for each BAR, PC and City Council study session (Task 3)
- Existing Conditions Report – Admin and Final (Task 4)
- Market Report – Admin and Final (Task 4)
- Housing Technical Appendix – Admin and Final (Task 4)
- Matrix of General Plan policies/programs , including matrix of recommended land use changes (Task 4)
- Issues and opportunities table (Task 4)
- Standards, thresholds and indicators table (Task 4)
- Vision and guiding principles – admin, public draft and final (Task 5)
- Land use, transportation and policy alternatives – admin and final (Task 5)
- Alternatives analysis (included in PPT for public workshop) (Task 5)
- Final land use and transportation plan (Task 5)
- Growth projections – admin and final (Task 5)
- General Plan outline (Task 6)
- Goals and policies memorandum (Task 6)
- General Plan – admin, screencheck, public draft and final (Task 6)
- FORA Base Reuse Consistency Analysis, including cover letter, consistency analysis and additional information – admin and final (Task 6)
- NOP – admin and final (Task 7)
- Environmental Impact Report – admin, screencheck, public draft and final (Task 7)
- Zoning code recommendations memorandum, including General Plan consistency matrix (Task 8)
- Zoning code amendments – admin and final (Task 8)
- Staff report for Planning Commission and City Council Hearings (4 pages) – admin and final (Task 9)
- PPT presentation for Planning Commission and City Council Hearings – admin and final (Task 9)
- Admin Draft and Final Tree Ordinance Update (Task 10)
- Admin Draft and Final Noise Ordinance Update (Task 10)
- Admin Draft and Final Coastal Access/Directional Signage Memorandum (Task 10)
- Admin Draft and Final Coastal Access Parking Technical Memorandum (Task 10)
- Admin Draft and Final Vegetation Management Plan (Task 10)

MEETING MATRIX

The following is a summary for the firms that will be attending each meeting by type. Our scope and budget assume that more than one meeting will occur during single trips to Seaside. For example, In-Person Staff Meetings will likely occur on days when there are workshops or Task Force Meetings, the focus groups can occur on the same trip and stakeholder interview will occur on a single trip.

Meeting Type	R+A	Rincon	TJKM	LWC	VTA	Whitson
Kick-Off Meeting (4) (Note: 1 day-long meeting and 3 topic-specific meetings or calls)	4	2	2	2	1	1
In-Person Staff Meetings (up to 12)	12	5	4*	4*	2	1
Stakeholder Interviews (up to 12)	8	2		2	2	
General Plan Update Task Force (up to 8 total)	8	3	3	2	1	
Focus Groups (4 total)	4			1	1	
Public Workshops (3 total)	3	1	2	1	1	
Open Houses (3 total)	3	1	2	1	1	
City Advisory Team (up to 3 in person meetings)	3	3	2	1		1
BAR, PC and CC Study Sessions (3 total)	3	1	2	1	1	
Team Working Meeting (Task 5.3)	1	1	1	1	1	1
Team Working Meeting (Task 6.2)	1	1	1	1	1	1
Scoping Meeting (1)		1				
CC or PC Hearings (up to 4)	4	4	4	4	4	
FORA Board Hearings (up to 3)	3	3				

* Up to half of the calls may be on the phone.

SCOPE AND BUDGET ASSUMPTIONS

The following are the scope and budget assumptions for the project.

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. R+A may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- All data and information provided by the City will be assumed to be correct and up-to-date. The consultant team is not responsible for out-of-date or inaccurate information.
- All technical studies that the team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.
- City review time for workshop materials and meeting materials will be approximately 1 week. City review of major products will be between two and four weeks, depending on the product and other responsibilities of City staff. All comments will be provided as a single set of non-conflicting and actionable comments.
- FORA-contracted oak woodland conservation tasks (including identification of oak woodland conservation areas and preparation of an oak woodland management plan) will be completed and available by summer 2016.
- City comments on the Administrative Draft General Plan and Program EIR are provided in one considered set of comments, and will not require new analysis or technical studies.
- City comments on the Screencheck Draft General Plan and Program EIR will be focused on typographical errors, formatting, and other minor edits only.
- Up to 100 comment letters may be received on the Draft Program EIR, and that an average of two staff hours are required to respond to each letter.
- Development of detailed Specific Plan, Master Plan, Feasibility Analyses, or Capital Improvement Program documents for utility systems is not included as part of the General Plan Update process, including system mapping, system modeling/analysis, feasibility analyses, and development of cost estimates. As part of the General Plan Update, Whitson Engineers will utilize existing master plans, system maps, and other available documentation, and will identify in the General Plan Update additional planning documents/efforts which may be needed.
- The goals, policies and programs will be written to be consistent with the LCP and the Fort Ord Base Reuse Plan. Except where specifically identified, the Raimi + Associates team will not complete the implementation programs in either the LCP or the Base Reuse Plan.
- City staff will be responsible for any coordination with the California Coastal Commission regarding implementation of the LCP.
- Rincon will be responsible for the Native American Tribal Consultation (AB 52 and SB 18) as part of the CEQA process. This includes preparing the SB 18 Sacred Lands File search request, preparing letters to go on agency letterhead, and providing tracking sheets and instructions. City staff are responsible for meeting with Tribal Governments (if meetings are requested) and preparing any follow-up materials and information (including letter writing). R+A team members can attend meetings and assist with follow-up activities on a time and materials basis.

EXHIBIT B

Budget Estimate

[illegible]

Exhibit B: Raimi + Associates' Budget Estimate

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	12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EXHIBIT C

PROJECT SCHEDULE

[illegible]

EXHIBIT D

INSURANCE REQUIREMENTS

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above.

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

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

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

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual

payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$_____ per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. 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 City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that 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 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 subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City 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 City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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.
15. Consultant will 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. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CONTRACT MODIFICATION

PROJECT	Seaside General Plan and Environmental Impact Report
R+A PROJECT NUMBER	15038
CONTRACT MODIFICATION NUMBER	1
DATE	April 26, 2018

This Contract Modification amends the existing contract between Raimi + Associates, Inc. and the City of Seaside for the Seaside General Plan and Environmental Impact Report (Prime Agreement dated December 17, 2015).

Scope of Work

Exhibit A, the Scope of Work, is modified as follows:

- Task 6.8 FORA Base Reuse Consistency Analysis will be removed from the scope of work. City staff will complete the analysis. No further work will be required from the consultant on this task. The scope will be amended as follows:

~~TASK 6.8 FORA BASE REUSE CONSISTENCY ANALYSIS~~

~~The R+A, with assistance from Rincon and other team members as needed, will prepare the FORA Base Reuse Consistency Analysis as identified in Chapter 8 of the FORA Master Resolution, California State Law and any other information as required. The R+A team will prepare an administrative draft of the Consistency Analysis for review and then a Final Consistency analysis based on City staff comments. R+A will make changes required by FORA, in consultation with City staff. Our assumption that these changes will be minor and editorial.~~

- Task 8 will be amended to develop a form-based code. This task was specifically requested by City staff as it is not required for a General Plan update. The scope will be amended as follows:

TASK 8: ZONING CODE AMENDMENT

Lisa Wise Consulting's (LWC) approach to the zoning code amendment is to make targeted and specific amendments to land uses, zones, standards, and procedures to implement the goals, policies, and programs of the updated General Plan as well as complete policy and program recommendations of the BRP. The proposed amendments will ensure consistency with adopted regulatory documents including, but not limited to the Fort Ord BRP, recently adopted Specific Plans, and the updated General Plan. This scope of work assumes there will be no changes to the LCP, Coastal Implementation Plan (CIP), or Fort Ord BRP and no reformatting, reorganizing, updating language, and other changes not explicitly outlined below. LWC assumes the City will undertake the GP and Zoning Code adoption processes concurrently.

~~8.1 GP CONSISTENCY ANALYSIS AND RECOMMENDATIONS MEMO~~

~~LWC will perform a General Plan consistency analysis that will compare the updated General Plan Goals, Objectives, Policies, and Programs to the existing Zoning Code zones, land uses, development standards, and procedures and to the BRP Regional Urban Design Guidelines. The analysis will identify inconsistencies and provide recommended Code amendments, as needed. We anticipate creating or modifying up to 4 zones, making a few changes to code administration and procedures, and completing other minor edits to other areas of the code such as parking, landscaping, and specific use standards. The result of this task will be a memo summarizing the changes.~~

~~8.2. ADMIN DRAFT ORDINANCE~~

~~LWC will prepare an Administrative Draft Ordinance for City review and comment. The Administrative Draft Ordinance will provide a line by line markup (in strikeout and underline) of all changes.~~

~~8.3 FINAL ORDINANCE~~

~~LWC will address City comments on the Admin Draft Ordinance and prepare a Final Ordinance for the Planning Commission and City Council. Following City Council adoption, LWC will make any revisions as requested by the City Council.~~

8.1: Preliminary Planning - Analysis and Research

Upon commencement of the work and the receipt of requested documents, the Torti Gallas team will:

- Analyze existing land use map and categorized uses according to a transect.
- Review existing Zoning Code and proposed General Plan and develop recommendations for 'collapsing' Zoning designations into fewer categories organized according to a transect.
- Create a Fort Ord Overlay and include all Fort Ord Reuse Plan land-use policies in this overlay.
- Conduct a two-day site visit to photograph and do field reconnaissance to assist in comparing and resolving discrepancies between the two maps above. Among the things Torti Gallas will identify include:
 - Typical frontages – private and public
 - Building types
 - Typical thoroughfares and their associated characteristics
 - Architectural characteristics
 - Landscape characteristics, etc.

8.2: Document Preparation - Synthesize and Develop 1st Draft

Torti Gallas will do the following:

- Prepare of a table of contents for the entire form-based code. The purpose for the table of contents is to guide the successful integration of the design "standards" with regulatory "procedures."
- Prepare template for Form-Based Code
- Prepare Regulating Plan Regulating Plan
- Prepare 1st Draft or Private Development Standards
 - Building Type Standards
 - Frontage Standards
 - Architectural Standards
 - Landscape Standards

- Signage Standards
- Prepare 1st Draft of Public Development Standards
 - Thoroughfare Standards
 - Block Standards
 - Public Space Standards
 - Streetscape Standards
 - Other Standards as necessary
- Prepare land use classifications to accompany each Transect Zone
- Prepare Chapter on Administration
- Prepare Definitions

Deliverables:

- Table of contents
- First draft of Regulating Plan and Form-Based Code
- Land use classification to accompany each Transect Zone

8.3: Participate in Joint City Council / Planning Commission Meeting

Torti Gallas will prepare for and participate in one (1) joint City Council and Planning Commission study session in Seaside to explain the basics of “what is a form-based code” and present components of the 1st draft of the Regulating Plan and Form-Based Code.

8.4: Document Evaluation - Synthesize and Develop 2nd Draft Form-Based Code

Torti Gallas will receive comments from City staff and create the 2nd Draft the Form-Based Code. The Draft will be submitted to staff for review and will incorporate revisions to Draft 1 as outlined above. It may also include:

- Additional Building Form Standards: e.g., Special-Use Buildings
- Additional Public Space and Thoroughfare Standards
 - Special streets
 - Roundabouts
 - Exterior lighting criteria
 - Site furnishing criteria
- Criteria for construction sites and temporary facilities
 - Temporary grading
 - Fencing
 - Waste material recycling
 - Tree preservation
- Additional chapters as required

Deliverables:

- 2nd draft of the Form-Based Code
- All necessary “Procedures” for the Form-Based Code

8.5: Document Re-Evaluation - Synthesize and Develop 3rd Draft of the Form-Based Code
Torti Gallas will receive City staff comments and create the 3rd Draft the Form-Based Code. The Draft will be submitted to City staff for review and will incorporate revisions to Draft 2nd as outlined above.

Deliverables:

- 3rd draft of the Code and Procedures

8.6: Conduct One Public Hearing and make additional changes to Develop Final Draft

Torti Gallas will do the following:

- Assist the City in conducting one (1) Public Hearing
- Based upon feedback from the City Draft Final Document for adoption

Deliverables:

- Final draft of the Form-Based Code and Procedures for Adoption
- Task 10.1 Tree Ordinance Update will be removed from the scope of work. City staff will complete the update to the ordinance. No further work will be required from the consultant on this task. The scope will be amended as follows:

TASK 10.1 TREE ORDINANCE UPDATE

~~The City's tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland. Rincon will update City's tree ordinance to specifically address the preservation oak trees consistent with the COSE and BRP Conservation—Biological Resources Programs B-2.1, C-2.1, C-2.4, and C-2.55. This will consist of review of the FORA prepared oak woodland management plan, research and review of existing tree ordinances for other nearby jurisdictions, and amending Chapter 8.54 of the Seaside Municipal Code. The amendments will include restrictions for the removal of oaks of a certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed. Rincon will prepare draft ordinance language for City review, and will revise according to City comments.~~

Project Budget

The project budget is modified as follows:

Firm	Old Budget	New Budget	Change
Raimi + Associates	\$475,395	\$457,115	(\$18,280) These changes will transfer remaining funds from "Task 6.8: FORA Base Reuse Consistency Analysis", "9.3 FORA Board Consistency Hearing", and \$6,000 from "Survey Consultant" to Torti Gallas + Partners for "Task 8: Zoning Code Amendment".
Raimi + Associates	\$457,115	\$457,115	\$0.00 This change will transfer \$8,000 from "Survey Consultant" to the "Task 6.7: Final General Plan." This is to address comments on the Public Draft General Plan. This change will transfer \$2,503 from "Survey Consultant" to the "Task 2.1 On-Going Project Management." This is for management of the form-based code.
Rincon Consultants, Inc	\$306,490	\$293,575	(\$12,915) These changes will transfer remaining funds from "Task 3.4 Stakeholder Interviews", "Task 3.5: General Plan Update Task Force", "Task 6.2: Team Working Meeting", "Task 9.3: FORA Board Consistency Hearing", and "Task 10.1: Tree Ordinance Update" to Torti Gallas + Partners for "Task 8: Zoning Code Amendment".
Rincon Consultants, Inc	\$293,575	\$293,575	\$0.00 This change will move \$2,088 for "Task 6.7: Final General Plan" from "Task 3.8: General Plan Public Workshops and Open Houses." This is to address comments on the Public Draft General Plan.
Veronica Tam and Associates, Inc	\$66,060	\$64,370	(\$1,690) These changes will transfer remaining funds from "Task 3.1: Community Engagement Plan" and "Task 3.6: Focus Groups" to Torti Gallas + Partners for "Task 8: Zoning Code Amendment".
Veronica Tam and Associates, Inc	\$64,370	\$64,370	\$0.00 This change will move \$1,480 for "Task 6.7: Final General Plan" from "Task 3.8: General Plan Public Workshops and Open Houses." This is to address comments on the Public Draft General Plan.
Lisa Wise Consulting	\$211,126	\$132,991	(\$78,135) This change will transfer remaining funds from "Task 3.11: BAR, PC, and City Council Study Sessions", "Task 5.5: Alternatives Analysis", "Task 8: Zoning Code Amendment", "Task 9.1: Planning Commission Hearings", "Task 9.2: City Council Hearings", and "Task 9.3: FORA Board Consistency Hearing", to Torti Gallas + Partners for "Task 8: Zoning Code Amendment".
Whitson Engineers	\$34,280	\$27,356	(\$6,924) This change will transfer remaining funds from "Task 5.3: Team Working Meeting", "Task 6.2: Team Working Meeting", "Task 6.3: Goals and Policies Memorandum", "Task 6.4: Administrative Draft General Plan", "Task 6.5: Screencheck Draft General Plan", and "Task 6.6: Public Draft General Plan", to Torti Gallas + Partners for "Task 8: Zoning Code Amendment".
Torti Gallas + Partners	\$0	\$117,945	\$117,945 This change is to complete a new form-based code for the City (as described above).

All other terms and conditions of the existing contract, dated December 17, 2015, including the scope of work and the budget, remain unchanged.

CLIENT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONSULTANT

Signature:  _____

Printed Name: Matthew D. Raimi

Title: President and CEO

Date: April 26, 2018

SECOND AMENDMENT TO
CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT, hereby amends the CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT dated December 17, 2015, between the City of Seaside, a municipal corporation (City) and Raimi + Associates, Inc., a California Corporation, (Consultant), as follows:

1. Paragraph 5. entitled "PAYMENT" is hereby amended to read as follows:

PAYMENT

City agrees to make monthly payments to Consultant an added amount of \$66,618, for time expended and costs incurred, due to additional work required as a result of third-party litigation and modification of the California Environmental Quality Act (CEQA) guidelines affecting the tasks which were approved in Exhibit A of the original Professional Service Agreement dated December 17, 2015. Said payments shall be made consistent with the provisions of the original paragraph entitled "PAYMENTS".

2. City and Consultant agree that all other terms and conditions as set forth in the Professional Service Agreement dated December 17, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to City of Seaside Professional Service Agreement between the City of Seaside and Raimi + Associates, Inc. to be executed this 7th day of February, 2019.

CITY OF SEASIDE Date:

RAIMI + ASSOCIATES, INC. Date:

By:


Craig G. Malin, City Manager

By:


Matt Raimi, President and CEO



VISION THAT MOVES YOUR COMMUNITY

January 30, 2019

Kurt Overmeyer
Economic Development Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: Scope & Fee for Vehicle Miles Traveled (VMT) Analysis

Dear Kurt:

Thank you for the opportunity to provide this scope and fee to provide an analysis of vehicle miles traveled (VMT) utilizing the AMBAG model for the *Seaside 2040 General Plan EIR*, and to provide VMT-related data from the AMBAG model as requested for the *Campus Town Specific Plan EIR*.

PROPOSED SCOPE OF WORK

TJKM will perform the following work, divided between two tasks:

- Task 1: Citywide VMT Analysis for *Seaside 2040 General Plan EIR*
- Task 2: VMT Data for *Campus Town Specific Plan EIR*

Task 1. Citywide VMT Analysis for Seaside 2040 General Plan EIR

TJKM will utilize the AMBAG model and prepare an analysis of citywide VMT for the following three scenarios:

- Existing Conditions
- 2040 Conditions with Existing General Plan
- 2040 Conditions with Proposed General Plan

For each scenario: TJKM will compare the citywide Daily VMT per capita with a regional average, anticipated to be a 3-county average for the entire AMBAG model area. Consistent with SB 375 standards, VMT impacts would be less than significant provided citywide VMT per capita under the Proposed General Plan is 15 percent or more below the selected regional average. In addition: the comparison of per capita VMT between the three scenarios would be of interest.

TJKM will provide a draft letter report summarizing the VMT analysis, documenting the results in a format that can be readily inserted into the *Draft General Plan EIR*. Following city review, TJKM will update the draft letter report to incorporate comments received, prior to providing a final letter report.

Task 2. VMT Data for Campus Town Specific Plan

TJKM will utilize the AMBAG model to provide data for Fehr & Peers' use in calculating per capita VMT for the Campus Town Specific Plan EIR.

www.TJKM.com

PLEASANTON ♦ SAN JOSE ♦ SANTA ROSA ♦ OAKLAND ♦ SACRAMENTO ♦ FRESNO

Corporate Office: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Phone: 925.463.0611 Fax: 925.463.3690 Email: tjkm@TJKM.com

DBE #40772 ♦ SBE #38780



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Attachment A – Hourly Billing Rates

Rate Schedule

Principal	\$220/hour
Director	200/hour
Senior Project Manager	190/hour
Project Manager	160/hour
Senior Transportation Engineer	140/hour
Engineer	130/hour
Assistant Engineer.....	115/hour
Graphics Designer	100/hour
Technical Staff.....	80/hour
Technical Staff II	80/hour
Administrative Staff	80/hour
Production Staff	55/hour



RINCON CONSULTANTS, INC.

Add Services: Seaside General Plan EIR Legal Comments and CEQA Guideline Update Cost Estimate

Tasks	Rincon Labor Classification →		Principal II / Director	Professional II	Professional III	Technical Editor	GIS/CADD Specialist	Client/Administrative Assistant I
	Labor Cost	Hours	\$222	\$150	\$113	\$110	\$93	\$75
TASK 1: Round 2 Comments on DEIR/Respond to Legal Comments								
Task 1.1 Executive Summary	\$300	2		2				
Task 1.2 Project Description	\$672	4	1	3				
Task 1.3Aesthetics	\$1,272	8	1	7				
Task 1.4 Air Quality	\$1,726	18	1	4	8			
Task 1.5 Biological Resources	\$1,313	10	1	2	7			
Task 1.6 Cultural and Paleo Resources	\$1,050	8	1	1	6			
Task 1.7 Geology and Soils	\$598	4	1	1	2			
Task 1.8 Greenhouse Gas Emissions	\$9,230	25	1	8	16			
Task 1.9 Hazards and Hazardous Materials	\$972	6	1	5				
Task 1.10 Hydrology and Water Quality	\$1,237	9	1	3	5			
Task 1.11 Land Use and Planning	\$824	6	1	1	4			
Task 1.12 Noise	\$972	6	1	5				
Task 1.13 Population and Housing	\$972	6	1	5				
Task 1.14 Public Service and Recreation	\$1,272	8	1	7				
Task 1.15 Transportation and Traffic	\$1,872	12	1	11				
Task 1.16 Tribal Cultural	\$711	5	1	1	3			
Task 1.17 Utilities and Service Systems	\$2,517	20	1	4	15			
Subtask 1.18 Revisions to Water Supply Assessment	\$6,727	53	1	17	35			
Section 1.19 Effects Found Less Than Significant	\$372	2	1	1				
Section 1.20 Other CEQA Required Discussions	\$1,050	8	1	1	6			
Section 1.21 Alternatives (Revisions based on other Sections and New Alternative)	\$4,272	28	1	27				
Section 1.22 References	\$2,099	22		1	1	6	7	7
Task Subtotal	\$36,030	265	20	117	108	6	7	7
Task 2: Update EIR Consistent with Update CEQA Guidelines								
Task 2.1 Updates and new Wildfire Section	\$5,778	43	3	16	24			
Task Subtotal	\$5,778	43	3	16	24			
Task 3: Project Management (includes coordination internally and with legal, City, etc)								
Task Subtotal	\$2,610	15	5	10				
SUBTOTAL COST	\$44,418	\$ 1,135	\$ 5,106	\$ 19,950	\$ 14,916	\$ 660	\$ 651	\$ 525

Summary	
Professional Fees Subtotal	\$44,418
TOTAL PROJECT BUDGET	\$ 44,418

1/15/2019



RINCON CONSULTANTS, INC.

Add Services: Seaside General Plan EIR Legal Comments and CEQA Guideline Update

Cost Estimate

Tasks	Rincon Labor Classification →		Principal II / Director	Professional II	Professional III	Technical Editor	GIS/CADD Specialist	Clerical/Administrative Assistant
	Labor Cost	Hours	\$222	\$150	\$113	\$110	\$93	\$75
TASK 1: Round 2 Comments on DEIR/Respond to Legal Comments								
Task 1.1 Executive Summary	\$300	2		2				
Task 1.2 Project Description	\$672	4	1	3				
Task 1.3Aesthetics	\$1,272	8	1	7				
Task 1.4 Air Quality	\$1,726	13	1	4	8			
Task 1.5 Biological Resources	\$1,313	10	1	2	7			
Task 1.6 Cultural and Paleo Resources	\$1,050	8	1	1	6			
Task 1.7 Geology and Soils	\$598	4	1	1	2			
Task 1.8 Greenhouse Gas Emissions	\$3,230	25	1	8	16			
Task 1.9 Hazards and Hazardous Materials	\$972	6	1	5				
Task 1.10 Hydrology and Water Quality	\$1,237	9	1	3	5			
Task 1.11 Land Use and Planning	\$824	6	1	1	4			
Task 1.12 Noise	\$972	6	1	5				
Task 1.13 Population and Housing	\$972	6	1	5				
Task 1.14 Public Service and Recreation	\$1,272	8	1	7				
Task 1.15 Transportation and Traffic	\$1,872	12	1	11				
Task 1.16 Tribal Cultural	\$711	5	1	1	3			
Task 1.17 Utilities and Service Systems	\$2,517	20	1	4	15			
Subtask 1.18 Revisions to Water Supply Assessment	\$6,727	53	1	17	35			
Section 1.19 Effects Found Less Than Significant	\$372	2	1	1				
Section 1.20 Other CEQA Required Discussions	\$1,050	8	1	1	6			
Section 1.21 Alternatives (Revisions based on other Sections and New Alternative)	\$4,272	28	1	27				
Section 1.22 References	\$2,099	22		1	1	6	7	7
Task Subtotal	\$34,030	265	20	117	108	6	7	7
Task 2: Update EIR Consistent with Update CEQA Guidelines								
Task 2.1 Updates and new Wildfire Section	\$5,778	43	3	16	24			
Task Subtotal	\$5,778	43	3	16	24			
Task 3: Project Management (Includes coordination internally and with legal, City, etc)								
Task Subtotal	\$2,610	15	5	10				
SUBTOTAL COST	\$44,418	\$ 1,135	\$ 9,106	\$ 10,950	\$ 14,916	\$ 660	\$ 651	\$ 525

Summary

Professional Fees Subtotal	\$44,418
TOTAL PROJECT BUDGET	\$ 44,418

1/15/2019

THIRD AMENDMENT TO
CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT, hereby amends the CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT dated December 17, 2015, between the City of Seaside, a municipal corporation (City) and Raimi + Associates, Inc., a California Corporation (Consultant), as follows:

1. Paragraph 5. entitled "PAYMENT" is hereby amended to read as follows:

PAYMENT

City agrees to make monthly payments to Consultant an added amount not to exceed \$165,000 for time expended and costs incurred to conduct outreach, make updates to documents necessary and complete the tasks which were approved in Exhibit A of the original Professional Services Agreement dated December 17, 2015. Said payments shall be made consistent with the provisions of the original paragraph entitled "PAYMENTS".

2. Paragraph 1. entitled "TERM" is hereby amended as follows:

The term of the Agreement as specified in Paragraph 1 is extended through June 30, 2022.

3. City and Consultant agree that all other terms and conditions as set forth in the Professional Services Agreement dated December 17, 2015 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Third Amendment to the City of Seaside Professional Services Agreement between the City of Seaside and Raimi + Associates, Inc. to be executed this 4th day of March, 2021.

CITY OF SEASIDE Date:

RAIMI + ASSOCIATES, INC Date:

By: 
Craig Malin, City Manager

By: 
Matt Raimi, President and CEO

FOURTH AMENDMENT TO
CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT hereby amends the CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT dated December 17, 2015, between the City of Seaside, a municipal corporation (City) and Raimi + Associates, Inc., a California Corporation (Consultant), as follows:

1. Paragraph 5. entitled "PAYMENT" is hereby amended to read as follows:

PAYMENT

City agrees to make monthly payments to Consultant an added amount not to exceed \$180,000 for time expended and costs incurred to complete the tasks necessary to draft, adopt, and certify the City's Housing Element. Said payments shall be made consistent with the provisions of the original paragraph entitled "PAYMENTS".

2. Paragraph 1. entitled "TERM" is hereby amended as follows:

The term of the Agreement as specified in Paragraph 1 is extended through December 31, 2023.

3. Exhibit A, Scope of Services, is hereby amended by Attachment "A", attached hereto and incorporated herein as though set forth in full.
4. City and Consultant agree that all other terms and conditions as set forth in the Professional Services Agreement dated December 17, 2015 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Fourth Amendment to the City of Seaside Professional Services Agreement between the City of Seaside and Raimi + Associates, Inc. to be executed this 27th day of June, 2022.

CITY OF SEASIDE

RAIMI + ASSOCIATES, INC

DocuSigned by:
By: Roberta Greathouse
DB315945510940B...
Roberta Greathouse, Acting City
Manager

DocuSigned by:
By: Matt Raimi
4E7994AE83D64E2...
Matt Raimi, President and CEO

ATTACHMENT A

to the Fourth Amendment to the City of Seaside Professional Services Agreement dated December 17, 2015, between the City of Seaside, a municipal corporation (City) and Raimi + Associates, Inc.

City of Seaside General Plan and Environmental Impact Report Update

Scope of Work

This section summarizes the changes that are made to Exhibit A, the Scope of Services. Additional details are provided as attachments.

Task 11: Housing Element 6th Cycle will be added as follows:

- **Task 11.1 – Housing Element 6th Cycle Project Management and Coordination**
 - **Task 11.1a - Project Kickoff Meeting (Virtual)**
At the Project Kickoff Meeting, VTA will attend a teleconference meeting with City staff to review and refine the scope of work, discuss expectations, assumptions, collect information sources, and go through the project schedule and work plan for carrying out the work.
 - **Task 11.1b - Project Management, Coordination, and Quality Control**
We propose teleconference meetings twice per month to discuss progress and potential issues, to ensure we are on track to meet the December 2023 deadline.
- **Task 11.2 – Community Engagement**
One of the most critical aspects of the Housing Update Element process is the public participation process. The Housing Element, and the newly added AFFH analysis in particular, relies heavily upon local knowledge to supplement and better understand the data and housing issues at hand, as well as, creating the programs that work best to serve local and regional needs.
- **Task 11.2a – Stakeholder Meetings**
R+A will conduct up to ten (10) one-hour stakeholder meetings or four (4) focus group meetings. Stakeholders will be identified with staff and may include City Council members, Planning Commission members, advocacy organizations, developers and major property owners, and community leaders. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews.
- **Task 11.2b – Community Meetings**
At key points during the process, R+A will organize two (2) community workshops (virtual or in person). These are expected to be evening or weekend meetings that last approximately two hours. Each workshop will include an opening presentation followed by interactive exercises. R+A will develop the workshop format, prepare the agenda, prepare relevant materials, facilitate the workshop (lead facilitator and 1-2 assistants), and provide summary notes documenting input and identifying common discussion themes.

R+A will provide an outreach flyer for each meeting that can be distributed via email and through existing City channels.

- **Task 11.2c – Study Sessions**

VTA will conduct two (2) study sessions before the Planning Commission and/or City Council. These sessions may be conducted at two different stages, one to kick-off the Housing Element process and the second one to review the Draft Housing Element (see also Task 4.2).

- **Task 11.3 – Research and Analysis**

- **Task 11.3a – Assessment of the Mid-Term Update to 2015-2023 Housing Element**

As an initial task to the Housing Element update, we will review and evaluate the City's progress in implementing the 2019 Mid-term Update to the 2015-2023 Housing Element. The City's 2021 Housing Element Annual Progress Report (APR) is a good starting point for this evaluation.

- **Task 11.3b – Existing Conditions and Needs Assessment**

The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements: a) demographics, income, and employment trends; b) household characteristics; c) housing stock characteristics; d) at-risk housing analysis; and analysis of special housing needs. We will utilize a variety of data sources to update the City's Housing Element needs assessment. These include ACS, 2020 Census, Department of Finance population and housing estimates, State Employment Development Department labor statistics, and housing market data, among others.

- **Task 11.3c – Sites Inventory and Resources**

We understand the City anticipates a Regional Housing Needs Allocation (RHNA) of about 616 units (141 lower income and 475 moderate/above moderate income units). We assume the General Plan update will provide sufficient capacity for the RHNA. However, new State law (AB 1397) places significant requirements on qualifying sites.

We will use the current sites inventory as a starting point and work with the City to determine which sites are still viable RHNA sites based on new state law requirements. We will update the site selection criteria to identify new sites and reevaluate sites identified from the 5th Cycle Housing Element Land Inventory. As part of the site selection process, we will consider the General Plan policies and land use density range, zoning, available infrastructure, and opportunities within approved specific plans. We will formulate General Plan and zoning strategies that will address additional housing unit capacity.

This task also assumes a high level of collaboration with City staff to identify and evaluate individual sites and essential development criteria and likelihood based on local knowledge such as ownership status and interest, tenant status, stability and turnover, and particular opportunities and constraints. As part of the housing sites analysis, we will complete the following:

- **Document potential sites.** We will prepare an inventory, map, and analysis illustrating the City's capacity to accommodate the 6th Cycle RHNA. In keeping with State law, we will document the realistic development capacity of each site based on local development trends and/or proposed programs, and prepare a map showing all

identified sites. We recommend safe and defensible assumptions to facilitate HCD approval and to avoid and minimize the no net loss risks.

- Review sites for whether they affirmatively further fair housing. We will prepare an evaluation of the sites to determine how they meet the AFFH rule and will work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that has the ability to affirmatively further an increase in fair housing.
- **Non-vacant sites analysis.** We will complete an analysis of non-vacant sites to address a portion of the RHNA. As part of this task, we will analyze the realistic development potential within the planning period by considering the extent that a non-vacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher density residential development, market trends and conditions.
- **Analyze the local housing trends to establish site potential estimates.** Anticipated and actual project densities will be used to the project and will substantiate assumed future development yields of proposed RHNA sites. This task assumes that City staff will document and compare the maximum zoning density to the actual project yield, including percentage and types of affordable units from development projects built, approved or under review during the 5th cycle period.
- **Task 11.3d - Housing Constraints**
We will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Seaside. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints.
We will update the City's existing Housing Element with new state law requirements. Additional impediments may be identified based on discussions with staff and stakeholders.
- **Task 11.3e – Housing Goals, Policies, and Quantified Objectives**
Based upon the analyses and research conducted in the previous tasks, we will update the Housing Element. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).
- **Task 11.3f - Affirmatively Furthering Fair Housing (AFFH)**
We will prepare and incorporate a new appendix for the AFFH analysis. The federal AFFH rule requires the jurisdiction to take "deliberate action to explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities." Assembly Bill 686 extended this AFFH requirement to cities and counties in California. Cities must incorporate fair housing issues, analysis, goals, and actions when updating their housing element. As such, we will prepare an analysis of fair housing issues, identify contributing factors, develop goals and actions, and review prior goals and actions. Fair housing issues to be assessed include review of fair housing enforcement and capacity, segregation and integration, racially/ ethnically concentrated areas of poverty, access to opportunity, and disproportionate housing needs and displacement risk. Analysis will consider local and regional patterns and trends, and local data and knowledge gathered from effective community engagement.

We will review, assess, and integrate as appropriate the data and analyses from the Monterey County Analysis of Impediments to Fair Housing Choice. VTA has worked closely with HCD to fulfill the new and extensive AFFH guidance and HCD requirements.

- **Task 11.4 – Housing Element Preparation**
 - **Task 11.4a – Draft Housing Element**
We will prepare the following drafts: Administrative Draft for staff review; Public Review Draft for City Council Review; and HCD Review Draft.
 - **Task 11.4b - Public Review Draft Study Session (included in Task 2.3)**
This can be one of the two meetings budgeted under Task 2.3. VTA will prepare and attend a study session before the Planning Commission or City Council (or jointly) to obtain public input on the Public Review Draft Housing Element. The hearing will be held during the 30-day public review period and prior to the 90-day HCD review period. The presentation will summarize the purpose and content of the Housing Element, the process and input to date, key changes including any necessary rezoning and housing programs and will include opportunity for public comment. Our budget assumes the City will arrange for translation services if requested.
 - **Task 11.4c – Housing Element and HCD Review**
HCD review of the Draft Housing Element is mandatory. During the review, we would work to address all HCD comments. We would communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element would be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. We have program our timeline to allow for two rounds of HCD review.
 - **Task 11.4d – Public Hearings for Adoption**
We will conduct two in-person public hearings before the Planning Commission and City Council for Housing Element adoption.
 - **Task 11.4.e – State Certification**
After adoption, the Housing Element must be submitted to HCD for its final review (60 days). We will follow through with assisting the City in achieving State certification of the Housing Element. Our proposed schedule is intended to give the City the best chance of completing the certification process within the 120-day grace period of the statutory deadline.
- **Task 11.5 – Housing Element EIR Addendum Preparation**
 - **Task 11.5a: Addendum Initiation Meeting**
Rincon's Project Manager and/or Principal in Charge will prepare for and attend an initiation meeting upon start-up of the EIR Addendum. This meeting will serve as a forum to review and confirm study objectives and finalize working schedules.
 - **Task 11.5b: Draft Addendum**
Rincon will prepare a Draft Addendum pursuant to the requirements set forth in Section 15164 of the CEQA Guidelines. The Draft Addendum will include the following content:
 - Introduction. The Addendum will include introductory information, including a brief description of the project history and an explanation of the relationship of this

document to previous analysis, as well as a description of the required contents and applicability of preparing an Addendum.

- Environmental Impact Evaluation. The Addendum will evaluate whether the proposed Housing Element Update would have different environmental impacts or a different degree of impact than those identified in the certified EIR. The impact evaluation will address all issue areas discussed in the EIR, with most issues being addressed in a brief, qualitative discussion. We assume that transportation, air quality/greenhouse gas, and noise impacts will not require new modeling. If new modeling is required, it is assumed that Raimi or the City will coordinate the preparation of an updated traffic analysis for incorporation into the Addendum.

The Draft Addendum will be in the format of a stand-alone report. Rincon will submit an electronic copy of the Draft Addendum in Microsoft Word and PDF formats for City review and comment. No hard copies will be provided.

- **Task 11.5c: Final Addendum**

Rincon will address City comments on the Draft Addendum and prepare the Final Addendum. We assume that, consistent with the CEQA Guidelines, the document will not be specifically and separately circulated for public comment.

- **Task 11.5d: Project Management**

This task includes management and coordination through the duration of the project, including coordination with Raimi and the City; project oversight; budget and schedule management; and project accounting including billing and accounts receivable efforts.

Project Budget

The project budget is modified as follows:

Firm	Current Budget	New Budget	Change
Veronica Tam & Associates	\$64,360	\$195,360	\$131,000. This change includes the 6 th Cycle Housing Element.
Rincon Consultants, Inc.	\$432,481	\$444,257	\$11,776. This change includes preparation of the EIR Addendum (11.5).
Raimi & Associates, Inc.	\$535,352	\$564,852	\$29,500. This change includes Housing Element coordination with the General Plan (11.1b) stakeholder meeting facilitation (11.2a) and workshop facilitation (11.2b).



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
Leslie Llantero, Assistant Engineer

DATE: November 2, 2023

SUBJECT: ADOPT A RESOLUTION APPROPRIATING \$20,000.00 FROM THE GENERAL FUND TO THE CUTINO PARK IMPROVEMENT PART 2 PHASE 1 PROJECT AND APPROVING \$118,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH GRANITE ROCK COMPANY FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$1,494,488.30

RECOMMENDATION

Adopt a resolution appropriating \$20,000.00 from the General Fund to the Cutino Park Improvements Part 2 Phase 1 Project and approving \$118,000.00 in additional contingency to the construction agreement with Granite Rock Company for a total construction amount not to exceed \$1,494,488.30.

BACKGROUND

Cutino Park Improvements Part 2 Concept Plan incorporated two Phases; Phase 1 includes a parking lot, playground, and pathways, bleachers, and a natural grass lawn. Phase 2 includes a fitness area, a fitness trail, and picnic areas. Due to the estimated construction costs, the City Council directed staff to proceed with construction of Phase 1. On March 2, 2023, the City Council awarded the construction contract for Cutino Park Improvements Part 2 Phase 1 Project to Granite Rock Company (Granite Rock) for an amount not to exceed \$1,251,353.50. The City Council also authorized the City Manager to approve change orders to the construction agreement up to the contingency amount of \$125,134.80 for a total construction cost not to exceed \$1,376,488.30.

Construction began on April 13, 2023 and is currently underway. Demolition, grading, playground improvements, pathway and lighting, storm water treatment, and utility

relocations have been completed. During the course of the work, several unforeseen conditions were discovered which resulted in the extra work not covered by the construction agreement. Extra work required for unforeseen conditions involved: removal of transite pipe; upgrades to the bleacher and water fountain; removal of additional concrete; adjustment of manholes to the finished grade; replacement of additional sidewalk, and construction of a rolled curb. There have been a total of 6 change orders to date, totaling \$65,670.11, leaving \$59,465.19 remaining in the contingency budget. In addition to the approved change orders, there are two pending change orders to offhaul an estimated 300 cubic yards of excess soil to be removed from the site, and patch and apply a concrete finish to the existing concrete adjacent to the storage facility. The total of the extra work already performed and the requested proposed work are just around the remaining contingency amount, and \$20,000.00 is being requested from the General Fund for unforeseen items until completion of the project. If the additional amount is not needed by the end of the project, it will be liquidated to the fund account.

On October 2, 2023, the Neighborhood Improvement Commission (NIC) recommended \$98,000.00 towards the Cutino Park Improvements Project budget for the construction of three additional picnic areas originally identified in Phase 2. NIC's recommendation is being considered with another agenda item at this November 2, 2023 City Council Meeting. The additional picnic areas consist of concrete pads, concrete picnic tables and benches, landscaping, and irrigation.

An additional contingency of \$118,000.00 is necessary until completion of the project for the addition of the three picnic areas and to address the outstanding amount for the proposed change orders, and unforeseen conditions as they arise. Staff recommends adopting a resolution appropriating \$20,000.00 from the General Fund to the Cutino Park Improvements Part 2 Phase 1 Project (348-8910-9570) and approving \$118,000.00 in additional contingency to the construction agreement with Granite Rock for a total construction amount not to exceed \$1,494,488.30.

FISCAL IMPACT

The current total budget for the Cutino Park Improvements Part 2 Phase 1 Project (348-8910-9570) is \$1,713,658.00. After the budget appropriation from the general fund (\$20,000.00) and the Neighborhood Improvement Commission (\$98,000.00), the Cutino Park Improvements Part 2 Phase 1 Project will have a total budget of \$1,831,658.00.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:

Item No.


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROPRIATING \$20,000.00 FROM THE GENERAL PLAN TO THE CUTINO PARK IMPROVEMENTS PART 2 PHASE 1 PROJECT AND APPROVING \$118,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH GRANITE ROCK COMPANY FOR A TOTAL PROJECT CONSTRUCTION NOT TO EXCEED \$1,494,488.30

WHEREAS, the Cutino Park Improvements, Part 2, Phase 1 Project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2023-2024 annual budget; and

WHEREAS, the proposed improvements include the demolition of existing concrete structures; removal and replacement of trees; installation of new turf/landscaping, irrigation, picnic benches, water fountain, bike racks, and visitor bleachers; and construction of ADA pathways, concrete pad for the bleachers, a parking lot with lighting, and a playground with new equipment; and

WHEREAS, Granite Rock Company was awarded the construction agreement for an amount not to exceed \$1,251,353.50 and total project construction cost, including a 10% contingency of \$1,376,488.30; and

WHEREAS, during the course of the work, several unforeseen conditions were discovered which resulted in the extra work not covered by the construction agreement; and

WHEREAS, extra work required for unforeseen conditions and pending proposed work may exceed the contingency amount; and

WHEREAS, \$20,000.00 is being requested from the General Fund to the project budget for unforeseen items until completion of the project; and

WHEREAS, on November 2, 2023, the City Council approved \$98,000.00 of the Neighborhood Improvement Commission funds to the Project for the construction of three additional picnic areas originally identified in the conceptual master plan; and

WHEREAS, a total of \$118,000.00 in additional contingency is necessary until completion of the Project for the addition of the three picnic areas and to address the outstanding amount for the proposed change orders, and unforeseen conditions as they arise.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside appropriates \$20,000.00 from the General Fund to the Cutino Park Improvements Part 2 Phase 1 Project (348-8910-9570).

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves \$118,000.00 in additional contingency to the construction agreement with Granite Rock Company for the Cutino Park Improvements Part 2 Phase 1 Project (account No. 348-8910-9570) and authorizes the City Manager to execute written amendments, extensions, and change orders to the construction agreement such that the total does not exceed \$1,494,488.30.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of November 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 TO FORM:

Sheri L. Damon, City Attorney



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
Leslie Llantero, Assistant Engineer

DATE: November 2, 2023

SUBJECT: **ADOPT A RESOLUTION APPROVING \$57,000.00 IN
ADDITIONAL CONTINGENCY TO THE CONSTRUCTION
AGREEMENT WITH KRAEMER ENGINEERING, INC. FOR THE
FERNANDO PARK IMPROVEMENTS PROJECT FOR A TOTAL
CONSTRUCTION AMOUNT THAT DOES NOT EXCEED
\$215,078.25**

RECOMMENDATION

Adopt a resolution approving \$57,000.00 in additional contingency to the construction agreement with Kraemer Engineering Inc. for the Fernando Park Improvements Project for a total construction contract amount not to exceed \$215,078.25.

BACKGROUND

Fernando Park is located on Fernando Street between Mingo Avenue and San Pablo Avenue. The existing park consists of an asphalt pathway around the playground area, surrounded by a rock walk, with access from Fernando Street and a pedestrian walkway easement that leads to Mescal Street. The Fernando Park improvements Project (Project) will involve earthwork and grading, new play equipment, an accessible picnic table with bench, hand sanitation station, wood chip play surfacing, an accessible ramp, rock wall, concrete curbs, and a concrete walkway along the southern portion of the park. Kraemer Engineering Inc. (Kraemer) was awarded the construction agreement for an amount not to exceed \$143,707.50 including a 10% contingency for a total construction amount not to exceed \$158,078.25. Construction began on September 13, 2023 and is currently underway with an expected completion in December 2023.

On October 2, 2023, the Neighborhood Improvement Commission (NIC) recommended \$57,000.00 towards the Fernando Park Improvements Project budget for the

construction of the northern walkway, barbeque and additional bench. NIC's recommendation is being considered with another agenda item at this November 2, 2023 City Council Meeting.

An additional contingency of \$57,000.00 is necessary until completion of the project for the construction of the northern walkway, barbeque, and additional bench. Staff recommends adopting a resolution approving \$57,000.00 in additional contingency to the construction agreement with Kraemer Engineering Inc. for a total construction amount not to exceed \$215,078.25.

FISCAL IMPACT

The current total project budget for the Fernando Park Improvements Project (342-8910-9582) is \$251,562.25. After the budget appropriation from the NIC, the Fernando Park Improvements Project will have a total budget of \$308,562.25.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING \$57,000 IN ADDITIONAL CONTINGENCY TO THE
CONSTRUCTION AGREEMENT WITH KRAEMER ENGINEERING, INC. FOR THE
FERNANDO PARK IMPROVEMENTS PROJECT FOR A TOTAL CONSTRUCTION
AMOUNT NOT TO EXCEED \$215,078.25**

WHEREAS, the Fernando Park Improvements Project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2023-2024 annual budget; and

WHEREAS, the proposed improvements include earthwork, play equipment, wood chip play surfacing, and accessible ramp, rock wall, concrete curbs, and walkway; and

WHEREAS, on August 17, 2023, the City Council awarded Kraemer Engineering, Inc. a construction agreement for an amount not to exceed \$143,707.50 and total project construction cost including contingency of \$158,078.25; and

WHEREAS, on November 2, 2023, the City Council approved appropriating \$57,000.00 from the Neighborhood Improvement Commission funds to the Fernando Park Improvements Project for construction of the northern walkway, barbeque, and an additional bench; and

WHEREAS, the additional work to construct the walkway and install the barbeque and bench exceeds the existing contingency amount.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves \$57,000.00 additional contingency to the contract agreement with Kraemer Engineering Inc. for the Fernando Park Improvements Project (account No. 342-8910-9582) and authorizes the City Manager to execute written amendments, extensions, and change orders to the construction agreement such that the total does not exceed \$215,078.25.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of November 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 TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Dave Fortune, Maintenance and Utilities Superintendent

DATE: November 2, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AGREEMENT FOR
CONTRACTOR SERVICES WITH CRAVEN LANDSCAPING INC
FOR AN AMOUNT NOT TO EXCEED \$49,852.98**

RECOMMENDATION

Adopt a resolution:

- 1.) Approving an Agreement for Contractor Services with Craven Landscaping for the Project for an amount not to exceed \$49,852.98, and
- 2.) Authorizing the City Manager to execute the Agreement for Contractor Services, and approve any extensions and change orders until completion of the project in accordance with the plans up to the total project construction amount.

BACKGROUND

On October 19, 2023, the City Council approved accepting a grant from California American Water (Cal Am) for an amount up to \$50,000.00 to reduce potable water usage at Sabado Park. Staff proposed a project to replace natural grassed areas that are watered with sprinklers in the park with planted landscape areas including drought-tolerant plants and drip irrigation. A new water-saving drip irrigation system will replace the antiquated irrigation system. The Council also approved including the Sabado Park Project in the Capital Improvement Program. With City and Blue Zones funds, the City will be installing a bobble rider, climbing rock, barbecue, and picnic benches and tables.

Staff requested proposals from several contractors, including Craven Landscape Inc to perform the mentioned landscaping and irrigation work. Craven provided a proposal in the amount of \$49,852.98. Staff reviewed the proposal and found it the most acceptable compared to the other proposals. But, being that this project costs less than \$60,000.00, and it is considered a Public Works project, it requires only one bid and

negotiation by City staff.

The Maintenance and Utilities Superintendent recommends the City Council adopt a resolution approving an Agreement for Contractor Services with Craven Landscape Inc for an amount not to exceed \$49,852.98, and authorizing the City Manager to execute the Agreement.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the Environmental Quality Act (CEQA) Guidelines. this project is Categorically Exempt (Class 1, Existing Facilities). The project creates minor upgrades to an existing facility, and involved negligible expansion of use.

FISCAL IMPACT

The Cal Am grant will fund the contract so there will be no impact on the General Fund budget.

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 APPROVING AN AGREEMENT FOR CONSTRUCTION SERVICES WITH CRAVEN LANDSCAPING INC FOR AN AMOUNT NOT TO EXCEED \$49,852.98

WHEREAS, the City of Seaside wishes to enhance the park infrastructures throughout the city, which includes replacing outdated non-drought tolerant landscaping; and

WHEREAS, on October 19, 2023, the City Council approved accepting a grant from California American Water for an amount up to \$50,000.00 to replace turf areas with drought tolerant landscaping; and

WHEREAS, the grant funds would replace the turf, and update the antiquated irrigation system with a high efficient drip irrigation system for the new landscape areas; and

WHEREAS, Craven Landscaping Inc has provided the city a proposal to perform the mentioned work, and California American Water has reviewed and agreed to move forward with the proposal for reimbursement; and

WHEREAS, staff have reviewed the proposal and finds the scope and fee acceptable; and

WHEREAS, it is the City of Seaside's desire to provide the residents of this community a gathering place, and improving the landscaping will attract them to enjoy the beauty of the newly landscaped areas.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute an Agreement for Contractor Services with Craven Landscaping Inc. for an amount not to exceed \$49,852.98.

BE IT FURTHER RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute an Agreement for Contractor Services with Craven Landscaping Authorizing the City Manager, and approve any extensions and change orders until completion of the project in accordance with the plans up to the total project construction amount.

PASSED AND ADOPTED at a regular meeting of the City Council duly held on the 2nd day of November 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
AGREEMENT FOR CONTRACTOR SERVICES
SABADO PARK LANDSCAPING PROJECT**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of **November 2, 2023**, between the City of Seaside, a municipal corporation ("City") and **CRAVEN LANDSCAPING INC**, ("Contractor") whose current and valid Contractor's License #**562823** as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **November 2, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **April 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**. **Exhibit A** may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

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

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

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

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor 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 To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 City to any and all remedies at law or in equity.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

6. CITY MANAGEMENT

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

7. PAYMENT

(a) City agrees to pay Contractor 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 **FORTY NINE THOUSAND EIGHT HUNDRED AND FIFTY TWO DOLLARS AND NINTY EIGHT CENTS. (\$49,852.98)** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor 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 City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City 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 City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor 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 Contractor fails to cure its default within such period of time, City 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.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor 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. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at City Hall; shall permit City to make copies and transcripts there from 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 at the City of Seaside City Hall for a minimum 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.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub -contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor 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.

15. INDEPENDENT CONTRACTOR

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

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

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San

Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, 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.

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City 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 City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors 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 there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

21. 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 City:

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

To Contractor:

**CRAVEN LANDSCAPING INC.
343 ROBERTS AVE.
SEASIDE, CA 93955**

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor 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 Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. 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.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

CITY OF SEASIDE

CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____

Attachments: Exhibit A Scope of Work/Proposal
 Exhibit B Insurance Requirements

EXHIBIT A

Craven Landscaping Inc
 343 Roberts Ave
 Seaside, CA 93955

Bid

Phone #	Fax #	Date	Estimate #
831-394-6967	831-394-8474	8/3/2023	10911

Name / Address
City of Seaside Dave Fortune 610 Olympia Ave Seaside, CA 93955

Project Site
Sabado Park 1754 Darwin Street Seaside, CA 93955

Project	Terms	Rep	Revised Date
Sabado Park upgrade	net 10	RAC	
Description	Qty	Price	Total
Plants: 5-gc Leptospermum 'Gaiety Girl'	15	32.50	487.50T
Plants: 5-gc Salvia leucantha	6	32.50	195.00T
Plants: 5-gc Westringia fruticosa 'Wynyabbie Gem'	12	32.50	390.00T
Plants: 1-gc Ceanothus griseus horizontalis	75	14.50	1,087.50T
Plants: 1-gc Arctostaphylos 'Emerald Carpet'	65	14.50	942.50T
Plants: 1-gc Rosemary prostrata	45	14.50	652.50T
Plants: 24" Boxed Arbutus marina	2	395.00	790.00T
Plants: 24" Boxed Metrosideros excelsa	3	395.00	1,185.00T
Stakes & Ties	10	22.50	225.00T
Compost per cubic yard	10	75.50	755.00T
Gravel California gold per ton	65	145.50	9,457.50T
Delivery Charges	5	75.00	375.00T
Ground Conditions:Fertilizer:Best 21-2-4 Nitra King	1	74.50	74.50T
Controller Hunter PC-400 ea.	1	235.00	235.00T
Rain Sensor Mini Click ea.	1	59.50	59.50T
Valve 1" auto	2	57.50	115.00T
Filter/pressure combo ea.	2	52.50	105.00T
Valve Box 12" std	2	125.50	251.00T
PVC pipe sec 40 3/4"	200	1.35	270.00T
Poly 500' Roll 1/2"	3	195.00	585.00T

Subtotal

Sales Tax (9.25%)

Total

Web Site

www.cravenlandscaping.com



Craven Landscaping Inc
 343 Roberts Ave
 Seaside, CA 93955

Bid

Phone #	Fax #	Date	Estimate #
831-394-6967	831-394-8474	8/3/2023	10911

Name / Address
City of Seaside Dave Fortune 610 Olympia Ave Seaside, CA 93955

Project Site
Sabado Park 1754 Darwin Street Seaside, CA 93955

Project	Terms	Rep	Revised Date
Sabado Park upgrade	net 10	RAC	
Description	Qty	Price	Total
Emitter and stake set	400	1.25	500.00T
Poly drip line 1/4	600	0.23	138.00T
Poly drip wire hold downs	500	0.26	130.00T
Misc. Irrigation supplies	1	1,250.00	1,250.00T
Round Up per Gallon	12	18.00	216.00T
Miscellaneous Tool Use	1	85.00	85.00T
Disposal Charge	1	445.00	445.00
Office overhead	1	450.00	450.00
Landscape Labor	1	26,500.00	26,500.00
Remove three areas of turf and replace with drought tolerant plantings, add drip and top dress with gravel.			
Subtotal			\$47,951.50
Sales Tax (9.25%)			\$1,901.48
Total			\$49,852.98
Web Site			www.cravenlandscaping.com

Estimate is good for 30 days. If it meets your approval, please sign and return. A 10% advance is required before work is scheduled

Signature _____ Date _____

Progress payments are required throughout project.

A finance charge of 2% per month will be added for past due accounts. In the event legal action is commenced to collect any sums resulting from this agreement. The prevailing party will be entitled to reasonable attorney's fees and court costs.

Area of grass to be removed
Added drought tolerant plantings, gravel top dressing, drip irrigation system.

Legend
Sabado Park

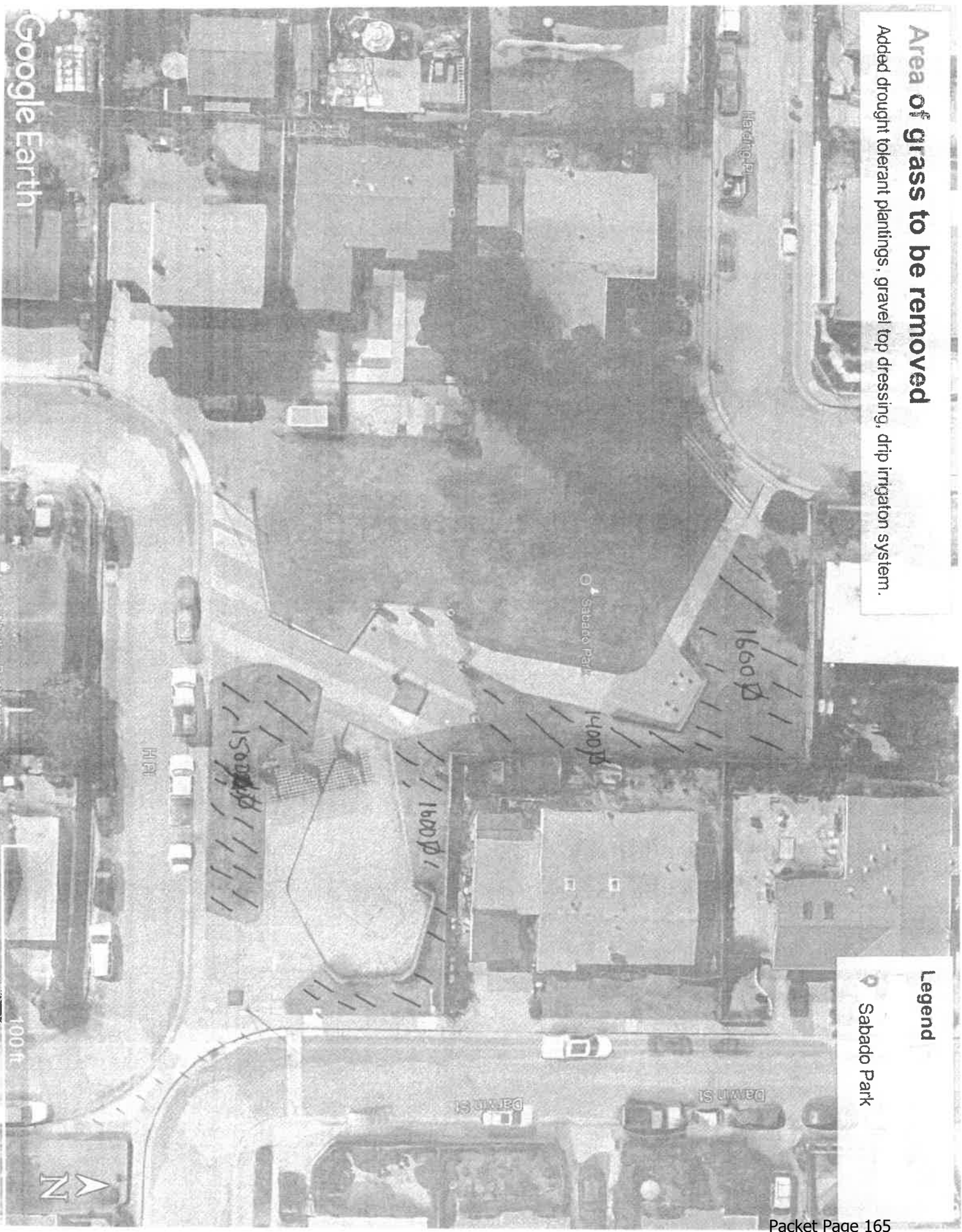


EXHIBIT B

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR 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. CONTRACTOR 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, and a \$2,000,000 completed operations aggregate. 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. CONTRACTOR 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 CONTRACTOR 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.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance 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

in the amount of no less than an additional \$1,000,000. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable 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.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR 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.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made

payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR 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.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR 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 VII (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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR 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). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR 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 CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR 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, 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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR 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. CONTRACTOR 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 requirements. 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 CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR'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. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: November 2, 2023

SUBJECT: **ZONING ORDINANCE AMENDMENT ZOA-23-02: ADOPT AN ORDINANCE AMENDING TITLE 17 (ZONING ORDINANCE) TO ADD CHAPTER 17.13 IMPLEMENTING SENATE BILL 9 (DUPLEXES AND PARCEL MAPS FOR URBAN LOT SPLITS). THE AMENDMENT IS NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GOVERNMENT CODE SECTIONS 65852.21(J) AND 66411.7(N) (FIRST READING, ROLL CALL VOTE)**

RECOMMENDATION

Consider the adoption of an ordinance amending Title 17 to add Chapter 17.13 to the Seaside Municipal Code to implement Senate Bill 9.

BACKGROUND

On September 16, 2021, Governor Newsom signed Senate Bill 9 (SB 9) into law, substantially altering low-density, single-family zoning throughout the state. The most significant component of this bill is that it requires ministerial approval of one-time, two-lot subdivision and/or development projects for up to two (2) units per lot. The proposed subdivision or development project is required to meet certain qualifying location and development criteria. Although the new law supersedes varying City of Seaside regulations regarding subdivision and development standards, SB9 preserves some authority for local agencies to enact regulations through the adoption of new objective subdivision and zoning regulations. The law became effective on January 1, 2022.

On December 2, 2021, staff presented a summary of the new state regulations to the City Council. Following discussion of the issues surrounding the new law, the City Council directed staff to prepare an Urgency Ordinance which would allow the City of

Seaside to establish regulations prior to January 1, 2022. On December 16, 2021, the Council adopted Urgency Ordinance 2011, which established interim standards to comply with the requirements of SB9 while the City evaluated a long-term regulatory program for SB9 projects. This Urgency Ordinance was effective for 45 days. On January 27, 2022, the Council approved Urgency Ordinance 2012, which extended the effective period of Urgency Ordinance 2011 by ten months and fifteen days through December 12, 2022. On December 1, 2022, the Council approved Ordinance 2020 to extend the Urgency Ordinance by one year to December 12, 2023.

Staff has reviewed the language in the previously adopted Urgency Ordinances and believes that the language contained therein is consistent with SB 9. Therefore, staff is recommending that the previously adopted Urgency Ordinance be made permanent.

This item was heard by the Planning Commission on October 11, 2023. The Planning Commission unanimously recommended to the City Council that it adopt the proposed Ordinance.

FISCAL IMPACT

No fiscal impact is associated with this item.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

ORDINANCE _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SEASIDE AMENDING TITLE 17 OF THE CITY OF SEASIDE
MUNICIPAL CODE TO ADD CHAPTER 17.13 (SENATE BILL 9
DUPLEXES AND PARCEL MAPS FOR URBAN LOT SPLITS) TO
IMPLEMENT RECENT HOUSING BILLS**

WHEREAS, on or about September 16, 2021, Governor Newsom signed into law Senate Bill 9 ("SB 9"), entitled the "California Home Act", an act to amend Section 66452.6 of and to add Sections 65852.21 and 66411.7 to the Government Code relating to land use; and

WHEREAS, on December 16, 2021, the City Council adopted Urgency Ordinance 2011 to implement the new state legislation SB 9 pursuant to Government Code 65858; and

WHEREAS, on January 27, 2022, the City Council adopted Urgency Ordinance 2012 to extend Urgency Ordinance 2011 by an additional 10 months and 15 days which extended Urgency Ordinance 2011 to and through December 12, 2022; and

WHEREAS, on December 1, 2022, the City Council adopted Urgency Ordinance 2020 to extend Urgency Ordinance 2011 by an additional year through December 12, 2023; and

WHEREAS, the City now desires to permanently adopt the language included in its Urgency Ordinance 2011 to implement SB9; and

WHEREAS, this Ordinance is not a project under the California Environmental Quality Act pursuant to Government Code Sections 65852.21(j) and 66411.7(n).

NOW, THEREFORE, the City of Seaside City Council hereby amends the Zoning Ordinance by adding Chapter 17.13 as described in the attached Exhibit A.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 2nd day of November 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

EXHIBIT A

Title 17. Zoning Ordinance Code Chapter 17.13 Residential Zones Objective Standards for Qualified Senate Bill 9 Subdivisions and Development Projects

17.13.010 Purpose and Intent.

The purpose of this Chapter is to establish objective standards and regulations to govern the development of qualified Senate Bill 9 subdivisions and development projects on single family residential zoned properties within the City of Seaside. The establishment of these regulations will result in the orderly subdivision and development of qualified Senate Bill No. 9 (2021) ("SB 9") projects while ensuring that the new units are consistent with the character of the City and do not create any significant impacts with regards to public infrastructure or public safety. The regulations are established to implement the requirements under California Government Code Sections 65852.21 and 66411.7.

17.13.020 Definitions.

For purposes of this Chapter, the following definitions apply:

- (a) "Accessory dwelling unit" or "ADU", means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a parcel with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit and a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- (b) "Dwelling unit" includes an ADU, JADU, a primary dwelling unit, and a SB 9 dwelling unit.

- (c) "Junior accessory dwelling unit" or "JADU", or "efficiency unit", means a dwelling unit that is up to 500 square feet in size and contained entirely within an existing primary dwelling unit that provides an efficiency kitchen and a separate exterior entrance, and may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- (d) "Conservation Easement" means restrictive covenants that run with the land and bind upon successive owners that protects against future development such as preservation of open space, scenic, riparian, historical, agricultural, forested, or similar conditions. Open space and riparian easements are included in this definition.
- (e) "Existing dwelling unit" means a primary dwelling unit or other dwelling unit on a parcel that exists prior to any voluntary demolition or reconstruction or remodel where more than 50% of the exterior wall framing has been removed or altered. Any existing dwelling unit where more than 50% of the exterior wall framing has been removed is considered a new dwelling for purposes of this Chapter.
- (f) "Panhandle" means the narrow strip of land on a flag lot, typically less than 30 feet in width, that provides access to a public or private road. "Primary dwelling unit" means a single-family residence on the parcel and is the larger of the two if there is an existing accessory dwelling unit on the parcel.
- (g) "Private Road" means a road, way, or street in private ownership and under private maintenance, not offered for dedication as a public road, way, place, or street, which affords the principal means of access to three or more lots or parcels which do not have frontage on a public street.
- (h) "SB 9 dwelling unit" or "SB 9 unit" means a dwelling unit that is developed using the provisions in this Chapter and the provisions identified in California Government Code Sections 65852.21 and 66411.7.
- (i) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by

reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

17.13.030 Eligibility of properties for a subdivision.

The following parcels are not eligible for a subdivision under this Chapter:

- (a) Any parcel that was established through a prior exercise of a subdivision as provided for in this Chapter.
- (b) Any parcel that is not located within existing single family residential zoning (R-8 and R-12).
- (c) Any parcel proposing to be subdivided by a person or any person acting in concert with that person who has previously subdivided an adjacent parcel using the provisions of this Chapter. For the purposes of this Chapter, "any person acting in concert" with the owners includes, but is not limited to, an individual or entity operating on behalf of, acting jointly with, or in partnership or another form of cooperative relationship with, the property owner.
- (d) Any parcel located within an historic district or included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or a parcel within a site that is designated or listed as a City of Seaside or Monterey County landmark or historic property or district pursuant to a City of Seaside or Monterey County ordinance.
- (e) Any parcel where the subdivision would require the demolition or alteration of any of the following types of housing:
 - (1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - (2) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

- (3) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
- (4) Housing that has been occupied by a tenant in the last three years.
- (f) Any parcel located with a severe earthquake hazard zone as designated on the Geotechnical and Seismic Hazard Zones Map for the City of Seaside unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the City's Building Department pursuant to Government Code section 8875 et seq.
- (g) Any parcel fully encumbered with a conservation easement or identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
- (h) Any parcel that is designated prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure.
- (i) Any parcel containing wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993), that would prevent the development of the parcel.
- (j) Any parcel within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code

Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subsection does not apply to parcels that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

- (k) Any parcel with a hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use.
- (l) Any parcel within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by the FEMA. However, a subdivision and/or development project may be located on a parcel described in this subsection if (1) the parcel is otherwise eligible for approval under the provisions of this Chapter and (2) the project applicant is able to satisfy all applicable federal qualifying criteria demonstrating either of the following are met:
 - (1) The site has been subject to a Letter of Map Revision prepared by the FEMA and issued to the City.
 - (2) The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.
- (m) Any parcel within a regulatory floodway as determined by the FEMA in any official maps published by the FEMA, unless the subdivision and/or

development project has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.

- (n) Any parcel containing habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code) or Environmentally Sensitive Habitat Areas (ESHA) in the Coastal Zone.

17.13.040 Objective standards and requirements for a subdivision.

The following objective standards and regulations apply to all subdivisions under this Chapter:

- (a) A Parcel Map and a Subdivision Application shall be submitted to the City for all proposed subdivisions, including but not limited to any ownership and rental questionnaires and affidavits.
- (b) The subdivision shall create no more than two new parcels of approximately equal area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision. In no instance shall any resulting parcel be smaller than 1,200 square feet in area.
- (c) Existing parcels shall be split approximately perpendicular to the longest contiguous property line. However, this requirement shall be waived if the subdivision applicant demonstrates that it would prohibit a subdivision that otherwise meets the requirements of subsection (b).
- (d) The subdivision shall not result in a new parcel with an average width that is less than the average width of the original parcel. Any panhandle on a flag lot shall not be used to calculate the average width. However, this requirement shall be waived if the subdivision applicant demonstrates that it would prohibit a subdivision that otherwise meets the requirements of subsection (b).

- (e) The front parcel line of any newly created parcel shall be the parcel line that is closest to or parallel to the public or private road that serves the parcel.
- (f) The property owner for a lot served by a private road or common driveway shall, prior to issuance of a building permits, record an appropriate deed restriction guaranteeing the following to adjoining property owners who utilize the private road or common driveway for the primary access to their lot(s): a) a reciprocal ingress/egress easement; and b) participation in a reciprocal maintenance agreement. A 25-foot-wide panhandle (for a flag lot) or an ingress/egress easement and maintenance agreement shall be provided for all new parcels that do not have direct frontage on a public or private road. Driveway access to the new parcels shall be shared unless the new driveways are a minimum of 100 feet apart.
- (g) Easements for access and public and private utilities shall be provided for any newly created parcel that does not front on a public or private street.
- (h) A note shall be placed on the parcel map that each building shall have separate meters..
- (i) All newly created parcels shall be connected to public sewer.
- (j) Any existing structure must meet the setback requirements in section 17.13.060 from a newly proposed property line unless by doing so would prohibit the creation of a parcel that otherwise meets the requirements of this Chapter.
- (k) The subdivision is subject to all impact or development fees related to the creation of a new parcel and shall provide proof that all school fees, water or other impact fees have been paid.
- (l) Upon receipt of a subdivision application using the provisions of this Chapter, the City shall notify all owners and occupants within a 500-foot radius from the subject parcel that a parcel map has been filed with the City of Seaside.
- (m) A note on the parcel map and a recorded deed restriction in a form approved by the City Attorney's Office shall be applied to all newly created parcels indicating that the parcel was split using the provision of this Chapter, no further subdivision of the parcels is permitted and the parcels may only be

used for residential use. In addition, the deed restriction shall stipulate that all new units developed on the new parcels shall be for residential use only and income restricted to low and very low-income households based on the most recent Monterey County Area Median Income (AMI) levels. A timeshare or short term rental of less than 30 days is not considered residential use.

- (n) The parcel map shall include a note stating the requirement for off-street parking of up to one space per unit, except if the parcel is located within ½ mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code or a major transit stop as defined in Section 21064.3 of the Public Resources Code.
- (o) Prior to the recordation of the parcel map, the applicant shall sign and record an affidavit stating that the applicant intends to reside in one of the proposed or existing primary dwelling units or SB 9 units for three years from the date of the approval of the subdivision. This requirement shall not apply if the applicant is a community land trust or a qualified nonprofit corporation as provided in Sections 402.1 and 214.15 of the Revenue and Taxation Code.

17.13.045 Map Extension. Any parcel map created pursuant to the provisions of this Chapter shall be subject to extension in compliance with the provisions of Government Code section 66452.6.

17.13.050 Objective standards and requirements for new dwelling units on a parcel that is not being subdivided.

The following objective standards and regulations apply to all new SB 9 development on a parcel that is **not** being subdivided:

- (a) Notwithstanding Government Code Section 65852.2 or 65852.22 or any provision of this Chapter, no accessory dwelling unit or a junior accessory dwelling unit shall be permitted on any lot in single-family residence district (R-8 or R-12) if a lot split has been approved pursuant to Section 17.13.040 and two residential units have been approved for construction pursuant to this chapter 17 (Government Code Section 65852.21).
- (b) The maximum floor area ratio (FAR) permitted on the parcel shall be

determined as defined in Section 17.12.050 of the Municipal Code unless application of that FAR prohibits a 800 square foot SB 9 unit, in which case, additional floor area shall be allowed.

- (c) The maximum floor area of an SB 9 unit shall be 800 square feet. Basements and bunkers are not permitted.
- (d) Setbacks: The minimum setback for any new SB 9 dwelling unit shall be 15 feet from the front parcel line and four (4) feet from the side and rear parcel lines.

Exception:

A new SB9 dwelling unit shall not be required to meet the setbacks above if it replaces a non-conforming existing structure.

- (e) The maximum height of all new SB 9 dwelling units shall be no higher than the height of the primary dwelling, but shall not exceed 24 feet and shall not impede 100% of an ocean or mountain viewshed of any property owners within 500' radius of the property. In the case where viewshed or height limitations preclude the minimum sized SB 9 unit, the unit shall be placed in the least impactful location.
- (f) One uncovered parking space, located a minimum of 5-feet from the front parcel line abutting the street frontage and one (1) feet from the side and rear parcel lines, is required for each dwelling unit, except as provided in Chapter 17.34 of the Seaside Municipal Code. The parking space shall be at least 8 feet wide by 16 feet deep, except where such project is located within ¼ mile of a transit stop.
- (g) A solid (no openings) one-hour rated fire wall is required between any SB 9 unit and the primary dwelling unit or an ADU.
- (h) Driveway access to all new units shall be compliant with the City of Seaside Fire Department standard details and specifications for driveways and turnarounds.
- (i) The owner shall sign and record an affidavit placing a covenant that will run with the parcel to confirm that the owner will reside in either the primary

dwelling unit or an SB 9 unit on the parcel for three years from the issuance of an SB 9 dwelling unit's Certificate of Occupancy and closing of all construction permits pertaining to the parcel.

- (j) All newly created dwelling units shall be connected to public sewer.
- (k) All outdoor patios, covered patios, decks, and other hardscape shall meet the City's minimum 5-foot front yard and 4-foot side and rear yard setbacks.
- (l) No dwelling unit shall be rented for a period of less than thirty (30) days and cannot be occupied as a short-term rental unit, as defined under section 17.52.251.
- (m) An SB 9 dwelling unit may be rented separately from the primary dwelling unit.
- (n) Development projects pursuant to this section shall be subject to all impact or development fees related to the development of a new dwelling unit.

17.13.060 Objective standards and requirements for dwelling units on a parcel subdivided pursuant to this chapter article.

The following objective standards and regulations apply to all development on a parcel that has been subdivided or concurrently subdivided under the provisions of this chapter:

- (a) The following development is permitted on the parcel:
 - (1) A primary dwelling unit and an SB 9 unit; or
 - (2) If there is an existing primary dwelling unit and ADU on the property, then no further development is permitted for that property.
- (b) The maximum floor area ratio (FAR) permitted on the parcel shall be determined as defined in Section 17.12.050 of the Municipal Code unless application of that FAR prohibits a 800 square foot SB 9 unit, in which case, additional floor area shall be allowed. Basements and bunkers are not permitted.
- (c) Setbacks: The minimum setback for any new primary dwelling unit or SB 9 dwelling unit shall be 15 feet from the front parcel line and four (4) feet from the side and rear parcel lines.

Exception:

A new SB9 dwelling unit shall not be required to meet the setbacks above if it replaces a non-conforming existing structure.

- (d) The maximum height of all new SB 9 dwelling units shall be no higher than the height of the primary dwelling, but shall not exceed 24 feet and shall not impede 100% of an ocean or mountain viewshed of any property owners within 500' radius of the property. In the case where viewshed or height limitations preclude the minimum sized SB 9 unit, the unit shall be placed in the least impactful location. ...
- (e) One uncovered parking space, located a minimum of 5-feet from the front property line abutting the street frontage and One (1) feet from the side and rear property lines, is required for each new dwelling unit, except as provided in Chapter 17.34 of the Seaside Municipal Code. The parking space shall be at least 8 feet wide by 16 feet deep. All parking required for an existing primary dwelling on the parcel shall be retained.
- (f) If the two SB 9 dwelling units are configured as a duplex on a parcel, a solid one-hour fire wall between the units is required. In addition, a deed restriction in a form approved by the City Attorney's Office shall be recorded stipulating that the duplex shall be maintained as two separate units.
- (g) If the parcel is fully developed with the number of units permitted under section 17.13.060 above, then the applicant or property owner shall record a deed restriction in a form approved by the City Attorney's Office stipulating that no further development of the parcel is permitted.
- (h) Driveway access to all new units shall be compliant with the City of Seaside Fire Department standard details and specifications for driveways and turnarounds.
- (i) If the proposed dwelling units are developed subsequent to a subdivision completed pursuant to this Chapter, the owner shall sign and record an affidavit placing a covenant that will run with the parcel to confirm that the owner intends to reside in either the primary dwelling unit or an SB 9 unit on the parcel for three years from the issuance of an SB 9 dwelling unit's

Certificate of Occupancy and closing of all construction permits pertaining to the parcel.

- (j) All newly created dwelling units shall be connected to public sewer.
- (k) All outdoor patios, covered patios, decks, and other hardscape shall meet the minimum 5-foot front yard and 4-foot side and rear yard setbacks.
- (l) No dwelling unit shall be rented for a period of less than thirty (30) days and cannot be occupied as a short-term rental unit, as defined under section 17.52.251.
- (m) An SB 9 dwelling unit may be rented separately from the primary dwelling unit.
- (n) Any development constructed in accordance with this section shall be subject to all impact or development fees related to the development of a new dwelling unit.

17.13.070 Objective building and design requirements for all SB 9 dwelling units.

All SB 9 dwelling units shall be reviewed and approved without discretionary review or a hearing. As part of the ministerial approval, the following objective design requirements shall be confirmed:

- (a) The design of the dwelling unit shall be as follows:
 - (1) For a detached unit, the exterior materials and design shall match the design of any existing primary dwelling unit on the property through the use of the same exterior wall materials, identified color tones, window types, door and window trims, roofing materials and roof pitch.
 - (2) For an attached unit, the exterior materials, windows and other architectural features shall match the existing structure by employing the same building form, color tones, window design, door and window trims, roofing materials and roof pitch.
- (b) Exterior building lighting shall be fully shielded and downward facing and limited to one exterior light fixture per exterior doorway, or the minimum necessary to comply with the California Building Standards Code.
- (c) All new dwelling units are required to have fire sprinklers.

- (d) All portions of the SB 9 dwelling unit, include eave overhangs and other projections, shall meet the required setbacks as set forth in this Chapter.
- (e) Roof decks are permitted on SB 9 dwelling units.
- (f) Structures shall not be located in the following locations:
 - (1) In areas encumbered by a recorded easement, including but not limited to, public utility easements, conservation easements, access easements, pedestrian pathway easements and open space easements;
 - (2) In areas within the critical root zone of any tree with a diameter of four (4) feet or greater measured at four (4) feet above grade. Review and approval of an arborist report prepared by a licensed or consulting arborist is required if a structure is proposed within the critical root zone of a heritage oak tree.
- (g) All electrical and utility services to a new dwelling unit shall be undergrounded.
- (h) Notwithstanding the foregoing subsections, any development or design standards that physically precludes an SB 9 dwelling unit from being 800 square feet in floor area shall be waived.

17.13.070 Compliance with California Coastal Act. All projects seeking to either develop units or subdivide shall comply with the California Coastal Act and shall seek a coastal development permit. No public hearing shall be held for any such coastal development permit in accordance with Government Code section 66411.7.

17.13.080 Ineligible for Condominium Conversions. Any dwelling unit approved pursuant to this Chapter shall be ineligible for conversion to a condominium, community apartment, or stock cooperative project. Any application for a tentative subdivision map or tentative parcel map for a residential condominium conversion of a unit created pursuant to this Chapter shall be denied.

17.13.090 Ministerial Reviews and Approvals. Any application submitted pursuant to the provisions of this Chapter for either a dwelling or urban lot split shall be reviewed and approved ministerially, if it meets the requirements of the Government Section 66411.7 and conforms to all the applicable requirements of this Chapter. Notwithstanding such review, an application, may be denied if the building official makes

a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

17.13.100 Consistency. All SB 9 dwelling units shall comply with, to the extent permissible, and not be in conflict with the specific provisions of this Chapter with the provisions of Chapter 17.12 related to residential development.

17.13.200 Permit review process.

All applications for lot splits and new development using this Chapter shall be ministerially approved without public hearings or discretionary review.

17.13.300 Effective Date. This Chapter shall remain in effect until such time as Government Code Section 65842.21 is repealed or superseded or its requirements for ministerial approval of housing development projects are materially amended, whether by legislation or initiative, or are held to be unenforceable by a court of competent jurisdiction, at which time this Section shall become null and void.

17.13.400 Fees.

The City Council may establish and set by resolution all fees and charges, consistent with Government Code sections 65852.2 and 65852.22, and related provisions, as may be necessary to effectuate the purpose of this Chapter.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Beth Rocha, Senior Planner

DATE: November 2, 2023

SUBJECT: **SAFE PARKING LICENSE APPLICATION SPL-23-01: MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT, PROPERTY OWNER, AND ONE STARFISH SAFE PARKING AND SUPPORTIVE SERVICES, APPLICANT, HAVE APPLIED FOR A SAFE PARKING FACILITY LICENSE AT THE MONTEREY ADULT SCHOOL LOCATED AT 1295 LA SALLE AVENUE (APN: 011-095-004). THE PROJECT IS CATEGORICALLY EXEMPT, SECTION 15061(B)(3) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

RECOMMENDATION

Approve the request for a safe parking license at the Monterey Adult School on the NW corner of Noche Buena Street and La Salle Avenue.

BACKGROUND

On September 5, 2019, the City Council adopted Seaside Municipal Code (SMC) Chapter 8.23, which allows specific locations to be used for an approved safe parking program. The City took this action in response to the housing emergency and unhoused families. SMC 8.23 establishes the provisions for licensing a safe parking program, outlines the minimum standards for granting a license, provides a process to review those licenses, and sets forth other elements to minimize negative effects on the surrounding neighborhoods.

On November 7, 2019 the City Council approved a safe parking license to be operated at 390 Elm Street, as filed in collaboration with Bethel Missionary Baptist Church and One Starfish Safe Parking and Supportive Services, known then as Orphan Productions.

APPLICATION DETAILS

One Starfish Safe Parking and Supportive Services, a social service provider, in collaboration with Monterey Peninsula Unified School District (MPUSD), submitted a safe parking program license application for no more than 20 vehicles to be operated between 6:30PM and 7AM at the Monterey Adult School, located at 1295 La Salle Avenue. The proposed hours of operation are requested to be expanded beyond those typically allowed by the code (10PM - 6AM). The goal of the program is to "create a safe space for unhoused families enrolled in MPUSD," with enrollment with One Starfish also required prior to participation in the program. The applicant has submitted an Operating Plan in compliance with SMC 8.23.050 (see Exhibit A).

As required by SMC 8.23.040, One Starfish will provide bathroom facilities and handwashing stations as well as trash receptacles on site and will ensure that the safe parking space is well maintained and clean and MPUSD will install a privacy screen for the designated parking area to ensure the privacy of participants (see Exhibit B, p.17-19 for site plan and screening).

In compliance with SMC 8.23.070, MPUSD will provide an access box for police and fire to enter campus when the gate is locked and campus is closed. MPUSD will also install panic hardware (push gate) to ensure easy access outside of the locked facility in case of an emergency. MPUSD, Monterey Adult School, and One Starfish will meet at least once per month (more if necessary) to discuss any challenges to the program and will work collaboratively on finding solutions. Additionally, on-site security will be provided from 7PM - 7AM (see Exhibit B, p.3 for security details).

CITY REVIEW OF PROPOSAL

The Operation Plan was routed to the following departments for review: Police, Building, Fire, and to Derrick Elder, Family and Community Support Practitioner. Police, Building, and Fire returned their reviews without any comments and Derrick Elder asked the following questions, which the applicant answered:

1. What are the specific eligibility criteria? The Monterey Peninsula Unified School District Safe Parking Program (MPUSDSP) will be accessible to families who include students enrolled at any school in MPUSD, who are living in their vehicle with their families, and have a desire to work toward returning to traditional housing. Among the families outlined, the only disqualifying factors would be families with members experiencing drug or alcohol dependency, or a member who is a registered sex offender. We will also require families to have their vehicles registered, insured, and to have a valid driver's license, but there are financial resources available to bring these families up to code in these ways.

2. What is the referral process? Referrals can be made to the MPUSDSP by the Family Resource Center for the school district or by other homeless services in Monterey County either by phone or email. If a family hears about the program and

reaches out independently, they can also call or email independently to apply without the need for a referring agency.

3. How long does the application process take from submission to participating in the intake interview, to when a decision is made for acceptance into the program? Our goal is to have any potential guests registered into the program the same business day they are referred or called to apply. We foresee a bit of a rush of applications at the very start of the program, where the response time could be 2-3 days after the initial referral due to the volume of applications. Once this evens out, we should be able to work down to a 1 business day maximum between hearing from someone and them being a registered Guest of the program.

4. How many families are going to be accepted into the program? The current maximum of families we are looking to accept into the program at any one time is 20. This number is based off information from the school district that somewhere between 15-19 children in the district had been identified as living in their families' vehicles. As circumstances change for families (income, housing costs, etc), we expect these numbers to fluctuate some. Any families past the limit for this particular program will be referred to the Monterey County Safe Parking Program, and if there is not immediate room for them there, they will exist at the top of the waiting list of both programs until one can provide a space for them.

5. How long are services offered? There is no time limit as to how long a family can remain in the program as long as they are staying communicative and working toward permanent housing. We believe it is our duty not to turn folks away who are in the middle of this hard transitional time in their families' lives. As long as the program is funded and running, they will be welcome to participate and have access to our services.

6. Are services free to program participants? Yes. 100% free for the families served, 100% of the time. No sort of compensation is ever requested or expected.

7. Will services be offered in Spanish? Yes, and the president of our charity has many contacts at the Dual Language Institute through her work with the Department of Defense, so we can quickly find translators for just about any language that we could possibly need very quickly.

8. Is there an emergency evacuation plan? Yes, we are working with the Monterey Adult School, who has an established plan for their grounds and our plan is building off of that to establish a plan specifically for the nighttime hours of the proposed program. As the families will be staying in their vehicles, there is routing mapped out from the parking lot to the vehicle entrance/exit gate. A push-bar gate is being installed on the grounds to accommodate foot traffic in the event that is needed as well.

CEQA EXEMPTION

In accordance with Section 15061(b)(3) of the California Environmental Quality Act, the project is exempt from CEQA based on the fact that it can be seen with certainty that the parking of vehicles for use as temporary sleeping quarters during the evening will not have a significant impact on the environment.

PUBLIC NOTICING

In compliance with SMC 8.23.040, public notices were sent to all residents and business locations within a three-hundred-foot radius of the proposed site. Additionally, notices were sent to all property owners within the same radius. Notices were delivered to the post office for mailing on October 17, 2023.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
 2. Exhibit A to Attachment 1: Operating Plan
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY OF SEASIDE APPROVING THE REQUEST FOR A SAFE PARKING LICENSE AT THE MONTEREY ADULT SCHOOL

WHEREAS, throughout the City of Seaside, there is a housing shortage for low-income individuals and families that results in a significant number of unhoused persons, families, and students living in their vehicles without the ability to obtain affordable housing; and

WHEREAS, the City of Seaside is included in the County-wide Ten-Year Plan to End Homelessness and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the City of Seaside finds that the number of unhoused persons is significant, and these persons are without the ability to obtain affordable shelter; and

WHEREAS, Government Code section 8698 through 8698.2 permit the City of Seaside to declare a "shelter crisis" upon finding that the foregoing circumstances exist; and

WHEREAS, upon such declaration by the City Council, the foregoing statutes further allow the City to permit such persons without the ability to obtain housing to occupy such designated facilities for the duration of the shelter crisis; and

WHEREAS, the City of Seaside is committed to ensuring children, families and individuals experiencing homelessness have access to a safe shelter or location to use their vehicles as shelter as they work on moving out of homelessness; and

WHEREAS, the safe parking license application for The Monterey Adult School, submitted and to be operated by One Starfish Safe Parking and Supportive Services, offers an alternative for pre-screened safe-parking participants. It is aimed toward MPUSD enrolled families and individuals and considers the needs of participants, while maintaining the character of the neighborhood.

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the following finding:
The project is categorically exempt from the California Environmental Quality Act, per Section 15061(b)(3).

Evidence: *The issuance and operation of a safe parking license at an existing parking facility will not have a significant effect on the environment, therefore, the activity is not subject to CEQA.*

BE IT FURTHER RESOLVED that the City Council of the City of Seaside hereby authorizes a safe parking license to be issued for One Starfish Safe Parking and Supportive Services to operate from The Monterey Adult School, per the terms and conditions of SMC 8.23 and those in Exhibit A: Operating Plan, subject to an annual review.

PASSED AND ADOPTED at a meeting of the City Council this 2nd Day of November 2023.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

Safe Parking Program Overview

I.

- The One Starfish Safe Parking at Monterey Adult School is designed to create a safe space for unhoused families enrolled in MPUSD. Participants will meet the criteria of the MPUSD /Safe Parking program and participate in the requirements identified by the Safe Parking program with the goal to improve permanency in housing.
- Participants in the program will receive assistance through One Starfish and the MPUSD Family Resource Center.

II. Safe Parking Program Operations

- The Safe Parking Program will operate in a designated area in the lower parking lot at Monterey Adult School located at 1295 La Salle Avenue in Seaside, California.
- All Safe Parking Program participants will be enrolled through One Starfish prior to parking at the site. Only enrolled and approved attendees will be able to participate in the Safe Parking Program.
- All Safe Parking Program participants will enter and park in the designated area during the evening entry window from 6:30pm to 8:00pm.
- All Safe Parking Program participants will exit in the morning by 7 am.
- Monterey Adult School Principal and staff will be provided with a flow chart of personnel to contact in case of an emergency.
- One Starfish will provide security from 7 pm to 7 am.

III. Project Resources

- Funds for the operation of the MPUSD Safe Parking Program will be procured via grant applications by One Starfish, with financial tracking and reporting carried out by Dorian Manuel, Executive Director of One Starfish.
- The program budget shall be utilized in the following ways:
 - i. To compensate program personnel for their time worked (1 FTE Case Manager, 1.52 FTE Security Guard, 1.5 FTE Program Director)
 - ii. To provide financial assistance to the families and individuals participating in the MPUSD Safe Parking Program (Food vouchers, Gas vouchers, Vehicle Repairs, School Supplies, Rental Deposit Assistance)
 - iii. To provide insurance coverage for the site, employee vehicles, as well as Workman's Compensation Insurance
 - iv. To provide necessary office materials to support the operation of the MPUSD Safe Parking Program

IV. Project Facilities

- One Starfish will provide bathroom facilities and handwashing stations as well as trash receptacles on site and will ensure that the safe parking space is well maintained and clean.
- MPUSD will provide an access box for police and fire to enter campus when the gate is locked and campus is closed and will install a privacy screen for designated parking area to ensure the privacy of participants.
- MPUSD will also install a panic hardware (push gate) to ensure easy access outside of the locked facility in case of an emergency.
- MPUSD, Monterey Adult School, and One Starfish will meet at least once per month (more if necessary) to discuss any challenges to the program and will work collaboratively on finding solutions.

Security Information

Security patrol will be conducted by Ginger Westbrook, One Starfish employed Security Officer. In the event that Ginger can not perform her work duties on a given night, One Starfish Executive Director Dorian Manuel or Case Manager Scout Luketich will step in to handle security sweeps for the night.

The active security officer will be present at opening and closing times (7pm, 7am) of the safe parking location, as well as performing random sweeps throughout the night. Each patrol will last for at least one hour, for a minimum of three hours each night.

In addition, the security officer on site will be available on-call by program Guests throughout the night in case of any happenings outside of the times of the scheduled sweeps.

The active security officer will ensure that only registered safe parking Guests are present each night, escorting any unregistered individuals from the area, and serving as a point of contact for the appropriate law enforcement agency when necessary.

MPUSD Safe Parking Program Staff Contact Information

Executive Director:

Dorian Manuel

PH: 831-204-0230

Email: safeparkingprogam@gmail.com

Program Director:

Michael Fechter

PH: 843-276-7655

Email: fireballsports@gmail.com

Case Manager:

Scout Luketich

PH: 831-275-0949

Email: MPUSDSPP@gmail.com

Head Security Officer:

Ginger Westbrook

PH: 831-225-1692

Email: 13gingerbreadman@gmail.com

Any written correspondence to be sent to:

One Starfish

484B Washington St #113

Monterey, CA 93940

Neighborhood Outreach Efforts

On June 15, 2023, Executive Director Dorian Manuel and Case Manager Scout Luketich hand delivered letters detailing the plan to apply for a Safe Parking Program to operate at the Monterey Adult School. These letters were delivered to every residence within 300 yards of the proposed operating site. The letters gave a background on One Starfish's history operating in Monterey County, information on the planned overnight operating structure, security information, the qualifications for joining such a program, and contact information so neighbors could reach out for any updates regarding the start of the program. To date, only one individual has reached out and it was to voice the support of him and his wife.

Pet Policy

Guests of the MPUSD Safe Parking Program are permitted to have dogs and/or cats on site with them. Guests are required to clean up after their pets, keep pets on leashes any time they are outside of their vehicle, and provide proof of vaccination to Case Manager during the intake interview process.

Failure to either keep animals leashed or to clean up after animals will result in a warning being issued to the Guest. 3 or more infractions will lead to an evaluation to determine whether or not the Guest is fit to continue utilizing the MPUSD Safe Parking Program.

Application Process

MPUSD Safe Parking Program applicants will reach out to Scout Luketich, case manager, for an intake interview. This interview can be conducted in person or remotely to accommodate for work schedules or disabilities. The attached application will be used as the template for the intake interview, gaining a base level of understanding from which to build a case plan. In addition, the case manager will check if any parties applying are registered sex offenders to ensure the safety of the children of the families enrolled.

SAFE PARKING PROGRAM APPLICATION

Contact Information	
Date	Name
Present Address or PO Box	
City ST ZIP Code	
Cell Phone	Cell: Do you text?
Alternate Phone	
E-Mail Address	
Emergency Contact Name, Address, E-Mail address, and Phone Number	
References	
Please provide name and contact information for three personal references.	
1.	
2.	
3.	

Driver and Vehicle Information	
Driver's License #; name on card; Address; DOB; expiration date; state issued	
Has your license been suspended (current or past, if yes, please explain why)?	
Has your vehicle registration been suspended (current or past, if yes, please explain why)?	
Automobile Information	Make: Model: Year: Color: Lie Pl#: Make: Model: Year: Color: Lie Pl#:
Is your vehicle registration current? Expiration? Do you have current tags? (please provide proof)	
Do you have current auto insurance? Provider? Expiration? (please provide proof)	
Is your vehicle currently in operating order?	
Does your vehicle need repairs? If so, please explain.	
Does your vehicle have sanitary facilities?	
Do you have any serious driving violations including DUIs ?	
Do you have any outstanding tickets or warrants? If so, please explain.	
Number of people in the vehicle?	
If you have pets, please provide information including type, size, and immunization records.	

Questionnaire	
☐ Male ☐ Female	How did you hear about our program?
What is your age? DOB:	What race/ethnicity are you?
Do you have dependents staying in the vehicle with you? If yes, please provide names, ages, and proof of custody.	
How long have you lived on the Monterey peninsula?	Are you a veteran? Type of Discharge?
Where have/had you been living? Reason for leaving?	☐ Carmel/Carmel Valley ☐ Del Rey Oaks ☐ Marina ☐ Monterey ☐ Pacific Grove ☐ Sand City ☐ Seaside ☐ Other _____
Have you ever rented through a formal rental agreement or lease (house or apartment)? If so, please provide your length of stay.	
Have you ever been evicted from your place of stay? If yes, please explain.	
Is this your first time becoming homeless?	
Reason(s) why you are homeless?	
Where do you park now?	
Have you been notified or ticketed not to park there?	
Do you have physical and/or mental challenges? If yes, please explain.	
Do you have allergies to any medication? *Please explain	
Have you been or are you currently a County Mental Health Client? ☐ Yes ☐ No	Name and Phone number of County worker:

Do you have any thoughts of hurting yourself or others?	
How long do you expect to park at our site?	
Do you have family members living in the area? If so, are you in touch with family members or willing to get in touch with them?	
Do you currently have a source of income? If yes, what kind(s)? E.g., VA benefits, food stamps, SSDI, worker's compensation, TANF, Unemployment, etc.	
Do you currently receive any non-cash benefits? (circle)	Medical Medicaid Medicare VA Medical Other_____
Do you have a bank account? If so, with whom?	
Do you have any debts you are legally required to pay (e.g., child support, DMV, credit cards, court judgement, etc.)? Please Describe.	
Have you or are you participating in any social service and/or housing programs (e.g., !HELP, VTC, Interim, etc.)? Please Describe. Please also provide a name and phone number for any case workers with these programs/services.	
What are you short-term and long-term plans?	
Have you applied for housing? If so, where? If not, why not?	
Would you consider having roommates to share costs?	
Do you have any medical and/or legal needs you'd like assistance with? If so, please describe.	

Do you have a community support network? (e.g., religious community)	
Have you ever been convicted of, or plead guilty or no contest to, any felony or misdemeanor of selling, distributing, or manufacturing illegal drugs? If yes, please provide details, including the year and nature of the offense and sentence or other penalty imposed.	
Are you presently on probation? If yes, for what and when will the probation end?	
Do you now have or have you ever had an alcohol or drug abuse problem? If yes, please provide details such as the last time you drank or used drugs and any treatment programs you are participating in.	
Education	
What is your highest level of education? Include any certificates you have earned.	
Use of Computers	
Do you own or have regular access to a computer?	
Describe your competence level in working on a computer. (for instance, are you familiar with using a word processor for creating a resume or browsing websites on the internet for job opportunities?)	
Skills and Abilities	
What kinds of skills and abilities do you have, and have enjoyed doing in previous jobs?	

What other kinds of skills and abilities do you have that you may have developed through daily living and not necessarily through formal employment? These might have come from working on various household projects, an interesting and challenging hobby, volunteering or helping others in different ways, etc.	
Do you have a resume? If so, please provide.	
Would you agree to finding 10 job leads each week? (if capable of entering the workforce and currently unemployed).	

Other / Notes	
Agreement and Signature	
By submitting this application, I affirm that the facts set forth in it are true and complete. I will be given a copy of the program rules, a confidentiality waiver and a liability waiver about the program. It is my responsibility to review and sign each of the forms. My signature on this form means that I am willing to follow the policies and rules of the program.	
Name (printed)	
Signature	
Date	

If you have any questions, please feel free to contact Michael Fechter at (843) 276-7655

Facility Maintenance Plan

Trash services will be provided by Greenwaste, and portable toilets and handwashing stations will be provided by Star Sanitation. Each will be serviced regularly, once per week, with any additional cleanings ordered as needed. Two unisex ADA compliant portable toilets and appropriate hand washing stations will be provided to guests.

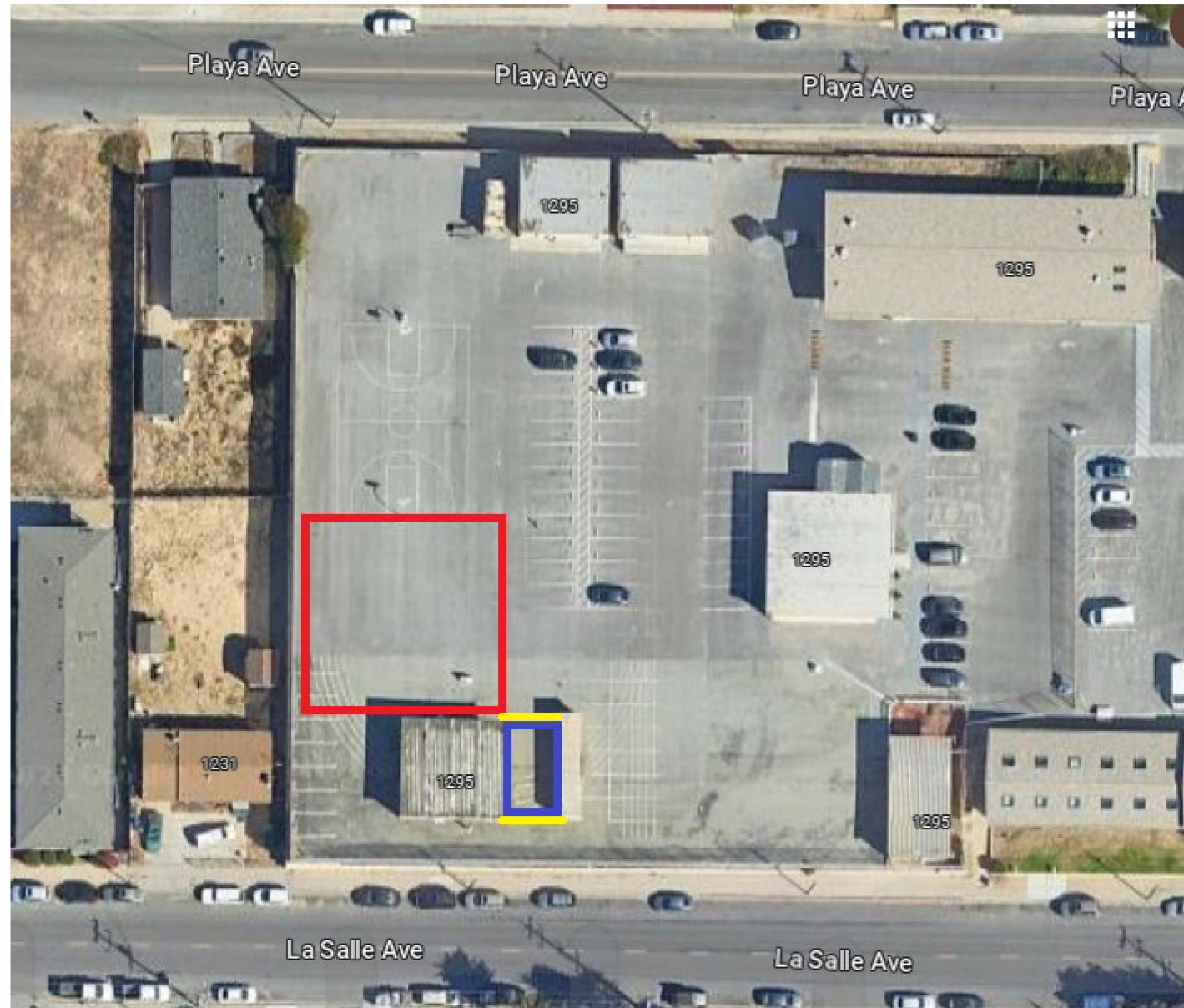
Services Provided

Guests of the MPUSD Safe Parking Program will be provided with safe overnight parking where they will sleep in their vehicles. They will also have access to the family resource center on site. In addition, Guests are required to participate in wrap-around case management to work toward a return to traditional housing. Financial assistance will also be available to the families enrolled in the form of gas vouchers, food vouchers, vehicle repairs, vehicle registration fees, and school supplies for students enrolled in MPUSD schools.

PARKING RULES, RESTRICTIONS AND RESPONSIBILITIES ASSOCIATED WITH THE SAFE PARKING PROGRAM:

- 1) Guns or firearms of any kind are strictly prohibited, and the use of alcohol and/or drugs will not be tolerated. Failure to abide by this rule will result in immediate removal from the assigned location.
- 2) Camping tarps or camping equipment beyond the top of the vehicle are prohibited.
- 3) Cooking outside the vehicle is absolutely not allowed.
- 4) All trash will be disposed of offsite and the area will be kept tidy.
- 5) Loud music is not permitted.
- 6) Parking lot is for sleeping use only.
- 7) Overnight stays will be limited to the hours assigned. Adherence to in and out times is mandatory.
- 8) Users must keep barking dogs in their vehicle at all times. Animals must be kept on a leash at all times on the property. Animal waste must be picked up immediately and disposed of properly.
- 9) Under absolutely no conditions will the guest(s) invite other vehicle dwellers to occupy the site or invite any visitors or any type of patrons into the parking lot.
- 10) If bathroom facilities are provided, showering or bathing is not permitted.
- 11) The owner of the parking lot cannot be held liable for damages caused by a third party to the parked vehicle or its occupants.
- 12) Absolutely no more than one vehicle allowed per individual or family staying at the site.
- 13) Absolutely no use of the facility services i.e., ELECTRICITY, water, trash or any of the hoses at the site. Failure to comply with this rule will result in immediate termination from our program.
- 14) Please respect the privacy of the surrounding neighbors and their property.
- 15) Children will be watched and kept safe at All Times -- No Exceptions!!!!
- 16) Do not park within 3 blocks of the lot you are assigned to at any time.
- 17) If you do not renew your permit within 30 days after the expiration date you will be suspended from the program and must make an appointment to discuss reinstatement.

Yellow lines are fencing with screening, blue square is where the restrooms and trash will be located, red square is the new parking area.



EagleMax Privacy Slat Fence

- 95% Sight obstruction to obscure view of areas not wanted in public view - for commercial and residential use.
- Lower product maintenance required
- Reduced labor costs in the field



EagleMax fencing is available with galvanized or poly coated chain link in a variety of colors



Southwestern Wire, Inc. 1-800-348-9473

MS10 2/13

- “Out of Sight - Out of Mind” additional protection



The industrial slat used in [*EagleSlat*](#) for commercial applications are flat tubular in shape, 2.4” wide. Inside the tube there are three legs for extra durability. The slats are extruded with High Density Polyethylene (HDPE) with UV (ultra violet) inhibitors, specifically designed to protect it from the harmful effects of the sun and lengthen the life of the product. The fin-slat used in the [*EagleMax*](#) for greater privacy has the same construction and makeup but will offer a higher level of sight privacy.



Southwestern Wire, Inc. 1-800-348-9473



MS10 2/13



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: November 2, 2023

**SUBJECT: APPROVE THE NEIGHBORHOOD IMPROVEMENT COMMISSION
RECOMMENDATIONS FOR FUNDING ALLOCATED FOR
COMMUNITY AND PARK IMPROVEMENTS**

RECOMMENDATION

Adopt a resolution:

- 1.) Approving the Neighborhood Improvement Commission's recommended use of collected TOT funds generated by short-term rentals and allocated for community and park improvements; and
- 2.) Authorizing the Finance Director to make project budget adjustments based on the recommended allocation of 50% of STR TOT funds.

BACKGROUND

The primary objective of the Neighborhood Improvement Commission (NIC) is "to make recommendations to the City Council on ways to improve the appearance of the city and elicit voluntary cooperation to beautify and minimize vandalism in the city." In accomplishing this objective, the NIC seeks input from Seaside residents, community volunteer groups, and collaborative efforts with other boards and commissions.

In July of 2018, the City Council adopted Ordinance 1054 which directed 50% of all transient occupancy tax (TOT) generated by short-term rentals (STR's) to be directed toward community and park improvements, with the Neighborhood Improvement Commission (NIC) providing the recommendations for the use of these funds to the Council for consideration and approval.

On August 8, 2023, the NIC heard proposals from Sustainable Seaside, FOSPA, and the Parks and Recreation Commission. Their proposals included water fountains/ bottle filling stations, linear park along General Jim Moore Boulevard, picnic areas at Cutino

Park, themed or artistic bicycle racks, Capra Park upgrade, exercise equipment at parks, crosswalk art at entrances to parks, volleyball court net and sand at Highland Otis Park, and resurfacing of Wheeler Tennis Courts.

On September 5, 2023, the NIC heard proposals from the Arts and History Commission and the Homeless Commission. Their proposals included artwork on City-owned utility boxes, murals at City-owned sites such as Cutino Park, and a mobile hygiene unit for the unhoused.

On October 3, 2023, the NIC held a special meeting to decide on their recommendations to the City Council for expenditure of 50% of STR TOT funds. Their recommendations are listed below.

FY 2023/ 2024- Available funding to be spent / encumbered by June 30, 2024: \$402,959.00

1. \$25,000 – Light pole banners on Fremont Boulevard
2. \$98,000 – Three picnic areas at Cutino Park – include picnic tables with benches, concrete pads, trees, landscaping, and irrigation.
3. \$10,000 – Neighborhood watch program - includes funding for block gatherings to discuss matters of concern, flyers, a webpage, and similar.
4. \$14,000 – Covers/ artwork for utility boxes
5. \$15,000 – Mural at Cutino Park
6. \$80,000 – Repair of Wheeler Tennis Courts – crack sealing and striping
7. \$15,000 – Tree giveaway and planting of native trees
8. \$16,000 – Four benches on General Jim Moore facing the ocean
9. \$70,000 – City of Seaside welcome sign at the north end of the City
10. \$57,000 – Fernando Park walkway – includes concrete walkway, benches, and possibly barbecues

Budget: \$402,959.00

Total cost of recommendations: \$400,000.00

Remaining funds to allocate later: \$2,959.00

FISCAL IMPACT

The fiscal year 2023-24 City budget includes a budget amount of \$402,959.00 for the Neighborhood Improvement Committee to make recommendations for expenditure, and they made recommendations for expenditure in the amount of \$400,000.00. Any unused allocation will not be rolled over to the next fiscal year for the NIC to make recommendations.

ATTACHMENTS

1. Resolution
 2. NIC 2023-24 Workplan
-

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

APPROVING THE NEIGHBORHOOD IMPROVEMENT COMMISSION RECOMMENDATIONS FOR USE OF ALLOCATED FUNDING FOR COMMUNITY AND PARK IMPROVEMENTS

WHEREAS, the primary objective of the Neighborhood Improvement Commission is to make recommendations to the City Council on ways to improve the appearance of the city and elicit voluntary cooperation to beautify and minimize vandalism in the city; and

WHEREAS, in July of 2018, the City Council adopted Ordinance 1054 which directed 50% of all transient occupancy tax (TOT) generated by short-term rentals (STR's) to be directed toward community and park improvements, with the Neighborhood Improvement Commission (NIC) providing the recommendations for the use of these funds to the Council for consideration and approval; and

WHEREAS, on August 8, 2023, the NIC heard proposals from Sustainable Seaside, FOSPA, and the Parks and Recreation Commission. Their proposals included water fountains/ bottle filling stations, linear park along General Jim Moore Boulevard, picnic areas at Cutino Park, themed or artistic bicycle racks, Capra Park upgrade, exercise equipment at parks, crosswalk art at entrances to parks, volleyball court net and sand at Highland Otis Park, and resurfacing of Wheeler Tennis Courts; and

WHEREAS, on September 5, 2023, the NIC heard proposals from the Arts and History Commission and the Homeless Commission. Their proposals included artwork on City-owned utility boxes, murals at City-owned sites such as Cutino Park, and a mobile hygiene unit for the unhoused; and

WHEREAS, on October 3, 2023, the NIC held a special meeting to decide on their recommendations to the City Council for expenditure of 50% of STR TOT funds; and

WHEREAS, at the October 3, 2023 special meeting, the NIC unanimously approved to recommend to Council to spend 50% of STR TOT funds on the following:

1. \$25,000 – Light pole banners on Fremont Boulevard
2. \$98,000 – Three picnic areas at Cutino Park – include picnic tables with benches, concrete pads, trees, and landscaping

3. \$10,000 – Neighborhood watch program - include funding for block gatherings to discuss matters of concern, flyers, webpage, and similar.

4. \$14,000 – Covers/ artwork for utility boxes

5. \$15,000 – Mural at Cutino Park

6. \$80,000 – Repair of Wheeler Tennis Courts – crack sealing and striping

7. \$15,000 – Tree giveaway and planting of native trees

8. \$16,000 – Four benches on General Jim Moore facing the ocean

9. \$70,000 – City of Seaside welcome sign at the north end of the City

10. \$57,000 – Fernando Park walkway – includes concrete walkway, benches, and a barbecue

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the recommendations NIC approved on October 3, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of authorizes the Finance Director to make the project budget adjustments; and

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of November, 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
Neighborhood Improvement Commission (NIC)



Annual Work Plan July 1, 2023 to June 30, 2024

Commission Membership:

Shanda LaBoeuf
Dennis Alexander
Ramona Olaeta-Reed
Ray Riordan
Tiffinie Meyer
Joan Costello
Vacant

Chairman
Vice-Chairman
Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Neighborhood Improvement Commission

The Neighborhood Improvement Commission (NIC) consists of seven individual members appointed by the City Council to serve a three-year term. Each member resides within the City of Seaside and serves on a voluntary basis.

Purpose:

The purpose of the NIC is to make recommendations to the City Council and advising the Council in matters pertaining to the general improvement of neighborhoods throughout the City of Seaside.

Objectives:

1. Encourage citizens to beautify and upgrade their property and landscaping, and to remove items that adversely influence property values;
2. Encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the City;
3. Make recommendations to the City Council on ways to improve the appearance of the City and to elicit voluntary cooperation to beautify and minimize vandalism in the City;
4. Work with service clubs and civic organizations, as appropriate, to help clean up the City and to promote and implement programs which help achieve this goal;
5. Work towards the establishment of neighborhood organizations including Neighborhood Watch groups to encourage beautification and reduce vandalism in the neighborhoods;
6. Encourage citizens and merchants to decorate their homes and businesses with decorations during the holiday season and to appropriately display the United States flag on national holidays;
7. Conduct administrative hearings relating to property maintenance.

Neighborhood Improvement Commission

Historical Information:

On December 3rd, 1981, the Neighborhood Improvement Commission (NIC), originally known as the “Neighborhood Improvement Program Commission” was first introduced under Ordinance 596 and adopted by the City Council on December, 7th, 1982.

An NIC objective is “To make recommendations to the City Council on ways to improve the appearance of the city and elicit voluntary cooperation to beautify and minimize vandalism in the city.”

In July of 2018, the City Council adopted Ordinance 1054 which directed 50% of all transient occupancy tax (TOT) generated by short term rentals (STRs) to be directed toward community and park improvements, with recommendations to the City Council by the Neighborhood Improvement Commission.

The work plan of the Neighborhood Improvement Commission aligns with their recommendations to the City Council for use of STR TOT.

Fiscal Year Work Plan:

- 1. Actively participate in collaborative efforts with community members and other commissions in recommending beneficial beautification projects to the City Council for consideration;**
- 2. Strengthen community participation in reducing blight and vandalism through a Neighborhood Watch program.**

RECENT AND ONGOING ACCOMPLISHMENTS:

Fire Station Beautification

The 2019-20 NIC work plan included repainting the Fire Station. An art mural was included in NIC’s 2022-23 work plan. Recent beautification efforts can be directly attributable to NIC’s recommendations to the City Council.

- Fire Station Exterior Paint
- Mural

Neighborhood Improvement Commission

Neighborhood Park Improvements

NIC recommended projects:

- City Tree Program
- Water bottle filling stations
- Highland Otis Park equipment
- Community Garden
- ADA Merry-Go-Round at Laguna Grande Park
- (20) Trees at city parks
- Signage at city parks and Sonoma Sports Court

Sidewalk Improvements

NIC recommended project:

- Grinding lifted transitions between neighborhood streets and sidewalks.

Sonoma Sports Court

The 2019-20 NIC work plan included acquiring a dilapidated fenced area at Contra Costa and Sonoma from MPUSD, “so it can be upgraded and possibly become a basketball court for the neighborhood.” Accomplished.

PG&E Manzanita Substation Fence

Collaborated with PG&E to beautify their sub-station fence at San Pablo and Flores, which included the removal of razor wire, and the repairing and repainting of the fence.

Neighborhood Watch Signs

An NIC work project included the replacement of 200+ faded-out, vandalized, mismatched, and otherwise illegible neighborhood watch signs. NIC also sponsored several organizational meetings in order to restore community interest and participation in neighborhood watch programs. The Commission intends to continue promoting this important program.

Public Nuisance Hearings:

Commissioners recently participated in Public Nuisance hearings as outlined in Section 17.36.110 of the Seaside Municipal Code.

- Commercial business – 1100 block of Broadway – accumulation of junk
- (3) Houses with accumulation of junk/debris

Neighborhood Improvement Commission

Neighborhood cleanups:

Several times per year, the Commission provides a dumpster to a neighborhood selected by the Commission. Residents of that neighborhood can dispose of approved waste free of charge. All neighborhood residents are thus encouraged to clean up their property to help beautify their neighborhood and the City.

House of the Month:

The Commission selects a House of each month from a rotating list of neighborhoods. The winners receive a plaque with their name and address plus a \$50 gift certificate for a Seaside business of their choice. Winners receive awards at City Council meetings.

Business of the Quarter:

Four times per year, the Commission selects a Seaside Business of the Quarter where improvements have occurred or the overall visual appeal maintained of the business is exceptional. Winners receive a plaque at City Council meetings as circumstances permit.

Holiday Decorations:

To encourage holiday cheer and a sense of community pride, the Commission sponsors a decorating contest each December. Participants are eligible to receive prizes as the Commission selects winners.

- The City acquired new holiday decorations as recommended.

End of Work Plan

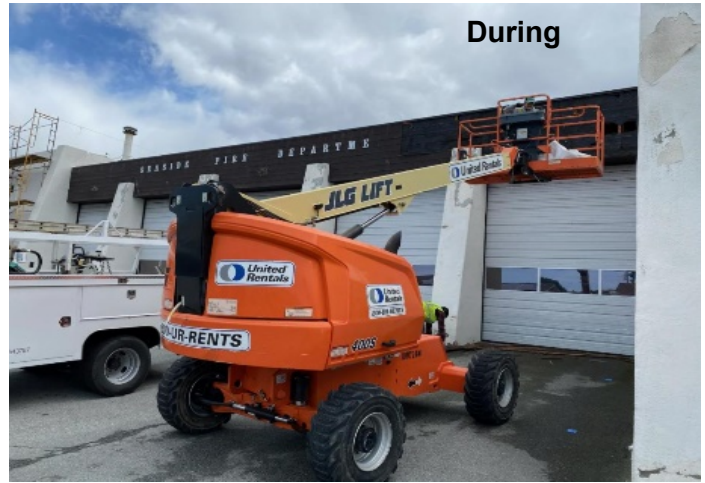
Dated: May 9, 2023

Shanda LeBoeuf, NIC Chair

Dennis Alexander, NIC Vice-Chair

Neighborhood Improvement Commission

Fire Station beautification



Neighborhood Improvement Commission

Portal Project



Neighborhood Improvement Commission

Community Cleanup



Neighborhood Improvement Commission

Public Nuisance Abatement





CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: November 2, 2023

SUBJECT: **ADOPT A RESOLUTION APPROVING THE HILBY AVENUE TRAFFIC CALMING PLAN AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. TO DESIGN AND PREPARE BID DOCUMENTS FOR THE THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$96,870.00**

RECOMMENDATION

Adopt a resolution approving the Hilby Avenue Traffic Calming Plan and authorizing the City Manager to execute amendment No. 1 to the professional services agreement with Parametrix to design and prepare bid documents for the Hilby Avenue Traffic Calming Improvements Project for an amount not to exceed \$96,870.00.

BACKGROUND

Earlier this year, the City Council approved a professional services agreement with Parisi Transportation Consulting, a division of Parametrix (Parametrix), to prepare a comprehensive traffic calming plan for Hilby Avenue from Wheeler Street to General Jim Moore Boulevard (Draft Plan). The scope of work included data collection, preparation of existing conditions map, development of a "toolkit" of potential traffic calming measures, an in-person community outreach workshop, and draft plan presentations to the Traffic Advisory Committee and City Council for final approval. At the September 19th Traffic Advisory Committee meeting, the Committee approved the Draft Plan. Staff is recommending to approve the Draft Plan and approve amendment No. 1 to the existing professional services agreement with Parametrix to prepare final design and construction bid documents for the Hilby Avenue Traffic Calming Improvements Project.

The following provides a brief description of the work completed to date on the Project leading up to the City Council's consideration of the Draft Plan and design phase.

Hilby Avenue Corridor Characteristics

Hilby Avenue from Wheeler Street to General Jim Moore Boulevard is functionally classified as a minor arterial roadway, as identified in the General Plan. The roadway width of Hilby Avenue is approximately 40 feet from face of curb to face of curb with parking permitted on both sides of the street. The posted speed limit is 30 miles per hour (mph). Recently, the city installed 25 mph and 20 mph signs in the school zone on Hilby Avenue between Prospect Street and Noche Buena Street. Hilby Avenue is a primary emergency response route. Along the corridor there is a mixture of residential single family dwellings, apartment complexes and condominiums, a mobile home park, four churches, a day care facility, a private school, and a community center. Monterey Salinas Transit operates two bus routes along this corridor. Within the mile and a half corridor of Hilby Avenue from Wheeler Street to General Jim Moore Boulevard there are five bus stops, and three stop signs on Hilby Avenue at Noche Buena Street, Yosemite Street, Mescal Street and a traffic signal at General Jim Moore Boulevard.

Community Input Workshop

On May 17, 2023, Parametrix facilitated an in-person community outreach workshop that consisted of a street experience walk on Hilby Avenue followed by a Community Input Workshop at the Oldemeyer Center. The design team presented project goals, existing conditions, historical speed limit data, responses from an online survey, speed and volume data, collision history, and a "toolkit" of potential traffic calming measures. The attendees were then asked to select traffic calming measures from the toolkit and apply them at locations on the existing conditions map. Improving sight distance at intersections, adding a crossing at Wheeler Street, installing speed humps throughout the corridor, installing speed cameras, neighborhood roundabouts, and speed feedback signs were suggestions by the public. The street walk experience and community meeting were well received and had an estimated attendance of 35 and 45, respectively.

Draft Plan

Based upon the existing conditions and public input, the design team produced an initial high-level traffic calming concept for the corridor (Attachment 3). The draft Hilby Avenue Traffic Calming Plan (Draft Plan) has incorporated several traffic calming measures including red curbing at intersections, centerline and edge line striping, median islands, high visibility crosswalks, and speed cushions throughout the corridor. The design team reviewed the proposed traffic calming measures identified in the Draft Plan with the Police Department, Fire Department, and Monterey Salinas Transit for concurrence.

Traffic Advisory Committee Meeting

On September 19, 2023, the Draft Plan was presented to the Traffic Advisory

Committee. Parametrix and staff fielded questions from the public and committee members, with a majority in favor of the Draft Plan. The Traffic Advisory Committee voted unanimously to recommend the City Council approve the Draft Plan for implementation.

Response to Requests

Several members of the public spoke in support of the Draft Plan. There were a few requests during Public Comment that are not reflected in the Draft Plan that, upon further evaluation, may be included into the final design. The requests are as follows:

1. Monterey Salinas Transit (MST) requested to add crosswalks at bus stops located along the corridor. There are 5 bus stops along the corridor supporting two MST routes; Jazz A and Route 94, with service every 30 minutes and 2 hours, respectively. The Draft Plan proposed adding a crosswalk on Hilby at Wheeler Street adjacent to the community center. With the exception of two bus stops on Hilby Avenue, at San Lucas and Shafer, all others have adjacent crosswalks. Upon a cursory review, it appears that an additional crosswalk may be added, adjacent to the bus stop at Shafer Street. Adding a crosswalk at this location will be evaluated, and if feasible, incorporated into the final design.
2. The Draft Plan proposed traffic calming measures on Hilby Avenue east of Wheeler Street and excluded lower Hilby. Lower Hilby Avenue refers to the section of Hilby Avenue from Canyon Del Rey Boulevard to Fremont Boulevard and upper Hilby refers to Hilby Avenue from Fremont Boulevard to General Jim Moore Boulevard. Hilby Avenue has different roadway characteristics, such as speed limit, roadway geometry, and traffic volumes east and west of Fremont Boulevard, and due to these differences and supportive documentation submitted by the applicant related to speeding and traffic collisions, staff focused the efforts for traffic calming on upper Hilby Avenue. Lower Hilby Avenue residents who signed the petition were notified of the community meeting as well as the Traffic Advisory Committee meeting. Additional traffic calming measures for lower Hilby Avenue will be evaluated and, if feasible, incorporated into the final design.
3. A couple of members of the public questioned the need for bicycle facilities and additional signage. The General Plan proposes a bicycle facility on Hilby Avenue from Canyon Del Rey Boulevard to General Jim Moore Boulevard. Due to the existing right of way constraints, on-street parking removal would be necessary to provide the required bicycle lane width for a Class II Bicycle Facility. A Class III Bicycle Facility requires sharrows pavement markings and bicycle signage. Sharrows are shared-lane markings to indicate where a cyclist has the right to ride. Sharrows allow the bicyclist to use the full lane width and drivers must give cyclists 3 feet of space when passing. Sharrows can be found on Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard. A Class III Bicycle Facility along the corridor will be evaluated and, if feasible, incorporated into the final design. In addition, Parametrix will review the existing

signage along the corridor and update any outdated signage in accordance with the California Manual of Uniform Control Devices (CAMUTCD).

Public Outreach

Over 600 postcard meeting notices were mailed to residents frontaging upper Hilby Avenue, including residents a block north and south of the corridor, in addition to residents who signed the petition. Meeting notices were posted on the City's newsflash website and meeting flyers were posted at the Oldemeyer Center, Pattullo Swim Center, Library, and City Hall. The Community Meeting was announced at the City Council meeting and a meeting flyer was posted on social media. An online survey was conducted before the community meeting and kept open after the meeting, which generated 71 responses. A Project outreach page was created and updated with all the information presented at the Community Meeting in May. The Project outreach page was updated with the Traffic Advisory Committee (TAC) meeting notice and Draft Plan. The meeting flyer for the TAC meeting was posted on the City's newsflash and postcard meeting notices were sent to the same residents and emailed to attendees of the Community Meeting.

Final Design Phase

Upon request from staff, Parametrix submitted a proposal to prepare final design and construction bid documents for the Hilby Avenue Traffic Calming Improvements Project. The design will incorporate traffic calming measures for the entire Hilby Avenue corridor from Canyon Del Rey Boulevard to General Jim Moore Boulevard. The proposal submitted includes project management, existing conditions, field review and base mapping, 65%, 95%, and 100% plans, specifications, and construction cost estimates, bid support, design support during construction, and public outreach if needed. The final design is estimated to be completed by February 1, 2024.

FISCAL IMPACT

The adopted FY 2023/2024 Capital Improvement Program approved \$640,000 for traffic calming projects identified in account 212-8960-9580. There is sufficient funding in the account to approve amendment No.1 to Parametrix's professional services agreement for final design and bid documents for the Hilby Avenue Traffic Calming Improvements Project.

ATTACHMENTS

1. Resolution
2. Amendment No. 1
3. Draft Plan

Reviewed for Submission to the City Council by:

Item No.

10.B.


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE HILBY AVENUE TRAFFIC CALMING PLAN AND AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH PARAMETRIX INC. FOR AN AMOUNT NOT TO EXCEED \$96,870.00 TO DESIGN AND PREPARE CONSTRUCTION BID DOCUMENTS FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS PROJECT

WHEREAS, on January 19, 2023 the City Council approved a professional service agreement with Parisi Transportation Consulting (a division of Parametrix Inc.) to provide a preliminary traffic calming plan, including extensive community outreach, to evaluate the mile-long Hilby Avenue corridor from Wheeler Street to General Jim Moore; and

WHEREAS, the scope of work included data collection, preparation of existing conditions map, development of a "toolkit" of potential traffic calming measures, an in-person community outreach workshop, and draft plan presentations to the Traffic Advisory Committee and City Council for final approval; and

WHEREAS, on May 17, 2023, Parametrix facilitated an in-person community workshop that consisted of a street experience walk on Hilby Avenue followed by a workshop lead by the design team which presented project goals, existing conditions, historical speed limit data, responses from an online survey, speed and volume data, collision history, and a "toolkit" of potential traffic calming measures; and

WHEREAS, based upon the existing conditions and public input, the design team produced an initial high-level traffic calming concept for the corridor which included red curb at intersections, centerline and edge line striping, median islands, high visibility crosswalks, and speed cushions throughout the corridor; and

WHEREAS, the draft plan was presented to the Traffic Advisory Committee (TAC) at the September 19, 2023 meeting and was approved to recommend approval to the city council for implementation; and

WHEREAS, based on a few comments from the public at the TAC meeting, considerations of an additional crosswalks, similar traffic calming measures on Hilby Ave between Canyon Del Rey to Fremont Boulevard, and a Class III bicycle facility will be evaluated and incorporated into the plan, if feasible.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council approves the Hilby Avenue Traffic Calming Plan from Canyon Del Rey to General Jim Moore Boulevard; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute amendment No. 1 to the professional services agreement with Parametrix Inc. to design and prepare bid documents for the Hilby Avenue Traffic Calming Improvements Project for an amount not to exceed \$96,870.00.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 2nd day of November, 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

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: November 2, 2023

Change Requested by: X City/District Consultant

Contract Date

January 19, 2023

Project Name

Hilby Avenue Traffic Calming Work Plan

To (Consultant): Parametrix Inc., 800 Bancroft Way, Suite 203 Berkeley, CA 94710

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."

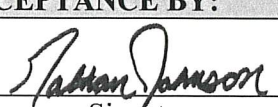
Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

MODIFY the following text in Section 22, "Contents of Request for Proposal and Proposal."

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A and A1 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$100,610.00	\$0	\$96,870.00	\$197,480.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
18 Months	June, 30, 2024	0	June, 30, 2024

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	10/25/23
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime M. Fontes City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Nathan Johnson Senior Vice President	10/24/2023
Signature	Name and Title	Date

City of Seaside
Department of Public Works
Hilby Avenue Traffic Calming Plans, Specifications, & Estimate

Introduction

Parametrix is pleased to submit this proposal to the City of Seaside to prepare construction documents for the corridor Hilby Avenue from Canyon Del Rey Boulevard to General Jim Moore Boulevard. This proposed scope of work would include new corridor striping, corridor signage improvements, speed cushions, two new crosswalk locations with four new curb ramps at two on Wheeler St and two on Shafer St and Bid support/Construction Coordination. Optional task includes public outreach. Our proposed scope of work includes the following tasks:

Task 01 – Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with City of Seaside Public Works (mainly Leslie Llantero).

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Project Schedule Tracking – Establish project schedule within two weeks of project initiation and track progress against schedule milestones throughout the project
- Budget Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

- Project design schedule with key milestones
- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 3 months.



- Budget assumes 5 bi-weekly meetings.

Task 02 – Draft Construction Documents

Parametrix will prepare construction documents for Hilby Avenue Safety improvements. Plans will be prepared on 22"x34" size sheets at 1" = 20' scale using topographic base map files provided by our subcontractor. Construction standards and specifications will be consistent with the latest version of City of Seaside standards and Caltrans construction standards. Plans will be submitted to the City in PDF format for review only.

The 65% level design will provide a layout of the proposed crossing improvements with proposed curb ramp grading and drainage based on the City of Seaside Standards and Caltrans Standards Plans and Specifications. Proposed curb ramp and poles will be checked for driver visibility and conformance to ADA and CA MUTCD guidelines. Pole locations will account for and avoid identified underground utility locations. Improvements will account for underground utilities as shown in topographic mapping provided.

Cost estimates will follow the City standard format. Responses to City comments will be tracked and discussed in-person with City staff after review of the 65% and 95% submittals and evaluated whether additional submittals will be required or whether comments can be incorporated into the next submittal. Editorial or formatting issues not affecting the design intent or constructability of the project will be identified in the Parametrix-City design review meeting and will be incorporated into a subsequent submittal.

Parametrix will prepare technical specifications, a bid schedule, and a cost estimate for items in the scope of work. The cost estimate will include calculation summaries for the basis of quantities.

Subtask 02-01 – Existing Conditions Field Review and Base Mapping

Objective/Goal

Parametrix will apply available data provided by the City of Seaside and perform a topographic survey at the proposed crosswalk locations. Parametrix will gather available parcel data and perform a cursory right-of-way evaluation within each project area.

Deliverables

Deliverables for this task include:

1. Review of existing conditions through a detailed in-person field visit and laid out on an aerial base map of Hilby Avenue from Canyon Del Rey Boulevard to General Jim Moore Boulevard. This will include locations of existing signage, existing pavement markings, and existing red curb, in-field curb to curb dimensions, as well as grade verification at median island treatment locations.
2. Topographic survey provided by a sub-contractor at the intersections of Hilby Avenue with Wheeler St and Shafer St with existing C3D surface.
3. Cursory right-of-way evaluation within project area.

Assumptions

1. No additional survey is needed, and existing conditions are sufficiently available for reference.
2. This task assumes the preliminary improvement plans are within the public right-of-way and parcel boundary surveys will not be required. Parcel boundary surveys can be performed for an additional fee, if needed.
3. Utility location information will be based off of data provided by the City

Subtask 02-02 – 65% and 95% Plans Specifications and Estimates**Objective/Goal**

To prepare construction documents, cost estimate and technical specifications for the civil, roadway surface improvements (e.g. slurry seal), striping, and signage improvements along Hilby Avenue. A submission will be made at the 65% and 95% design completion. Plans will be prepared on 22"x34" size sheets at 1" = 20' scale for signage and striping plans.

Deliverables

Deliverables for this task include:

1. Title sheet & notes, project layout and control, and BMPs (estimated 3 sheets)
2. Demolition and Civil Plans (estimated 15 sheets) to include:
 - Pavement improvement (slurry seal) sheets
 - Demo/Layout Sheets
 - Flowline and Grading Sheets for curb ramp improvements
 - Civil Detail Sheets
3. Signage and Striping Plans (estimated 16 sheets) to include:
 - Pavement delineation (striping) plan (seven sheets) for the Hilby Avenue corridor from Canyon Del Rey Boulevard to General Jim Moore Boulevard.
 - Signage plan for the Hilby Avenue corridor (seven sheets) from Canyon Del Rey Boulevard to General Jim Moore Boulevard.
 - Signage and Striping Detail Sheet
 - Signage and Striping Quantity Sheet
4. Project Specifications, Quantity Takeoffs and Cost Estimate. Parametrix will provide Technical Specifications for all items noted in the Bid Items list. Quantity takeoffs showing the calculated quantities will be provided in XLSX format. Parametrix will use recent bid results from the City and other projects in the San Francisco Bay Area to develop a total Project cost estimate. The PS&E will include estimate for construction time.

Subtask 02-03 – 100% Bid Set Plans Specifications and Estimates

Objective/Goal

To integrate one set of non-conflicting comments compiled by the City relating to the design and will prepare a 100% final bid set. The budget for this task assumes that the City's comments from the 95% phase will cover all substantive design issues. Comments received on the 100% Plans concerning design issues not previously identified and discussed at the 95% design that trigger an additional submittal may be subject to additional cost. Separate cost estimates will be produced for two extents that will be agreed upon with the City beforehand (e.g. Fremont Boulevard to General Jim Moore Boulevard, and Canyon del Rey to Fremont Boulevard). Construction bid table will be produced for a single extent.

Deliverables

Deliverables for this task include:

1. Civil, Striping, and Signage Plans submittal in PDF format at 100% Bid Construction level.
2. Technical specifications provided in MS Word format at the 100% Bid Construction Level.
3. Engineer's estimate in PDF and MS Excel format at the 100% Bid Construction Level.
4. Construction bid table in XLSX format.

Task 03 – Bid Support and Construction Coordination

Objective/Goal

To provide support to the City in responding to questions during the bid, pre-construction, and construction stages. Parametrix will respond to product submittals and Requests for Information from the contractor and address other design issues raised during construction.

Task 04 – Public Outreach

Objective/Goal

To attend in person up to one public meeting to present the proposed design and answer questions from the public.

Deliverables

Deliverables for this task include:

1. Powerpoint presentation for public outreach meeting.

Budget

Parametrix will conduct all work on a time-and-materials basis, with a cost not to exceed \$96,870. The basis for this budget is displayed in the table below. Parametrix assumes that the City of Seaside will transfer uncharged funding from the Hilby Avenue Traffic Calming Concept Project after it is completed in November 2023, and allocate the remainder to this proposed scope of work. Parametrix will invoice monthly in accordance with the City's requirements. Payments are to be received within 30 days of receipt.

Task	Description	Principal Consultant \$360	Senior Consultant \$230	Engineer IV \$170	Engineer I \$130	Project Controls \$150	Subtotal
1	Project Management and Administration	12	16	24		8	\$13,280
2	Draft Construction Documents						
2.01	Field Review and Base Mapping						\$16,520
	Field Review of Existing Conditions	2	4	16	32		\$8,520
	Land Survey (Sub-contractor)						\$8,000
2.02	65% and 95% Plans Specifications and Estimates	10	22	76	136		\$39,260
	Title sheet & notes, project layout and control, and BMPs	2	6	12	24		\$7,260
	Demolition and Civil Sheets	4	8	32	56		\$16,000
	Signage and Striping Plans	4	8	32	56		\$16,000
2.03	100% Bid Set Plans Specifications and Estimates	4	8	24	36		\$12,040
3	Bid Support and Construction Coordination	2	8	16	24		\$8,400
4	Public Outreach	2	2	16	24		\$7,020
	Expenses (Travel)						\$350
Base Scope Totals		28	54	140	196	8	\$96,870

Schedule

Assuming Notice to Proceed for this revised work plan by November 22, 2023, our proposed scope of work through Task 2 Final Plans design will result in a completed design on February 1, 2024.

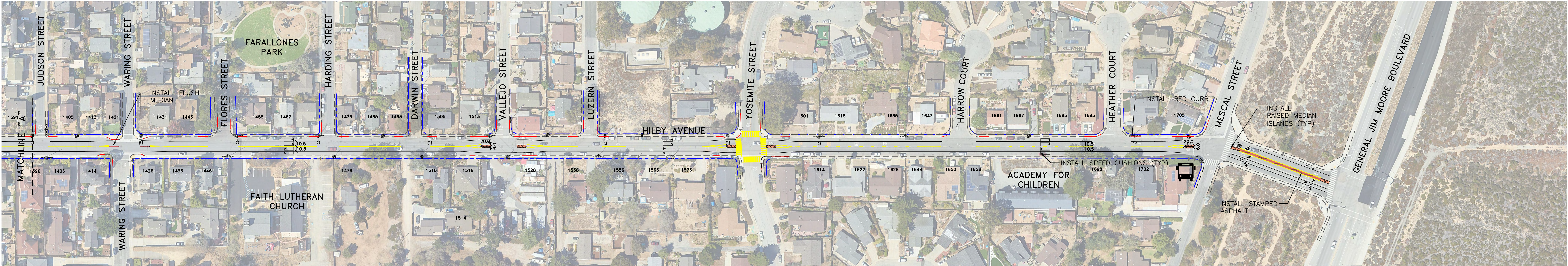
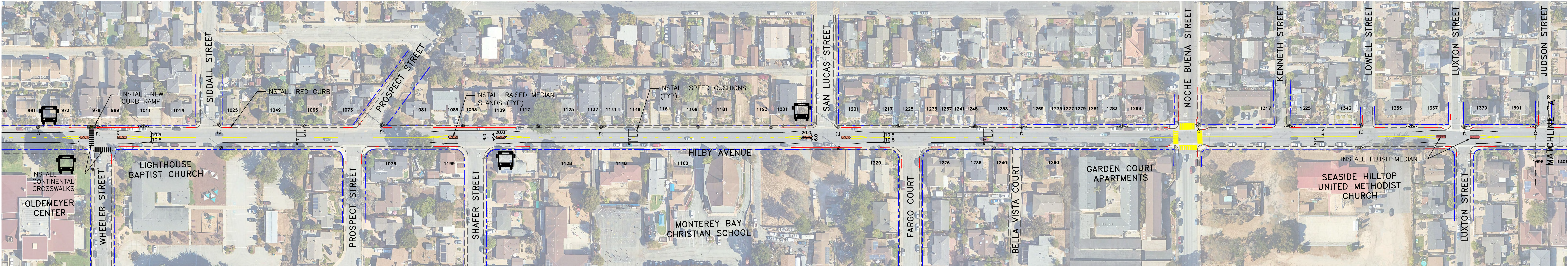
In Closing

We look forward to serving the City of Seaside on this important project. If you have any questions, please do not hesitate to contact me.

Sincerely,



David Parisi, PE, TE
Principal Consultant



CITY OF SEASIDE
DRAFT HILBY AVENUE TRAFFIC CALMING PLAN



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Carolyn Burke, Assistant Public Works Director

DATE: November 2, 2023

**SUBJECT: ADOPT A RESOLUTION ADOPTING THE LINCOLN
CUNNINGHAM AND HAVANA SOLIZ PARKS CONCEPTUAL
MASTER PLAN**

RECOMMENDATION

Adopt a resolution approving the Lincoln Cunningham and Havana Soliz Parks Conceptual Master Plan.

BACKGROUND

On January 30, 2023, the City Council adopted a resolution authorizing the preparation of concept plans for the development of accessible trail and amenity locations in Lincoln Cunningham and Havana Soliz Parks. Development of the Lincoln Cunningham and Havana Soliz Parks Conceptual Master Plan is the first phase of the larger Blue Zones Marquee Project that aims to improve health and well-being of the Seaside community by providing vibrant parks connected by a walkable network of trails. The ultimate goal is to connect Manzanita-Stuart, Lincoln Cunningham, and Havana Soliz parks via a modern, accessible trail network.

Developing the Lincoln Cunningham and Havana Soliz park concepts before proceeding with a project to construct the trails will provide park layouts, determine trail locations, ensure proper drainage, and prepare for accessibility in anticipation of future park amenities. If the trails were constructed first, without conceptual plans, there is a high likelihood that they could get demolished in the process of constructing future park amenities.

Public input on park needs and community priorities was solicited via two outreach events; a park pop-up at Lincoln Cunningham park on Saturday, June 24, 2023, and a

virtual town hall held on June 13, 2023. Both events were well-attended and feedback focused on several areas of interest: accessibility, preservation and enhancement of existing community-tended gardens, and amenities for a variety of age groups. Participants tended to favor more action-oriented installations at Lincoln Cunningham park and more relaxed activity and opportunities for social engagement at Havana Soliz park.

Draft concept plans for Lincoln Cunningham and Havana Soliz parks was presented to the Parks and Recreation Commission (PRC) at their September 18, 2023 meeting, and valuable feedback was provided by both PRC commissioners and the public. The general consensus was broadly in favor of the design and amenities, with more divided opinions voiced regarding proposed lighting along trails and the inclusion of a restroom at Lincoln Cunningham park. City staff and the consulting landscape architect provided additional information on mitigations for the associated concerns, including using shorter, bollard-style lighting that can be focused downward to avoid light pollution, and the use of pre-fabricated restroom units equipped with remote locking features and specialized lighting to deter people from occupying the unit for long periods of time. Other feedback on proposed amenities was incorporated into the plans being presented to City Council, including the replacement of a proposed volleyball court feature in Lincoln Cunningham with open space, and notes regarding proposed fitness equipment addressing a range of ages, and play amenities including at least one piece of all-abilities equipment at each park. Staff also confirmed to the public and PRC commissioners that while the concept plan includes a wide range of concepts, the PRC and City Council will have central roles in the future approval of individual projects implementing the conceptual plan.

Led by community feedback and in collaboration with Public Works engineering staff, the City's consultants, BFS Landscape Architecture and Whitson Engineers, have prepared final concept plans for trail alignments and park amenities at both Lincoln Cunningham and Havana Soliz parks for consideration and approval by City Council. As noted above, Council approval of the concept plan ensures that there is adequate space for the types of amenities noted and that ADA accessible pathways are possible, but does not preclude more detailed evaluation of features in the future.

In response to clear feedback from the community and Council members that construction of the trails is a priority, Public Works has a separate item on the November 2, 2023 City Council agenda to enter into a professional services agreement with an engineering consultant to prepare construction plans and specifications for the main arterial trail segment in Lincoln Cunningham park that runs from San Pablo Avenue to Lincoln Avenue, with the goal of beginning construction this fiscal year. Due to budget constraints only one trail segment could be considered for construction; this particular segment was chosen to be built first due to its connection to both Ord Terrace Elementary and the Havana Soliz park entrance and inclusion in the Safe Routes to Schools plan. As funds become available, trails and amenities will be

constructed in both parks, guided by the concept plans currently under consideration.

FISCAL IMPACT

Approval of the Lincoln Cunningham and Havana Soliz Parks Conceptual Master Plan does not authorize construction and has no fiscal impact.

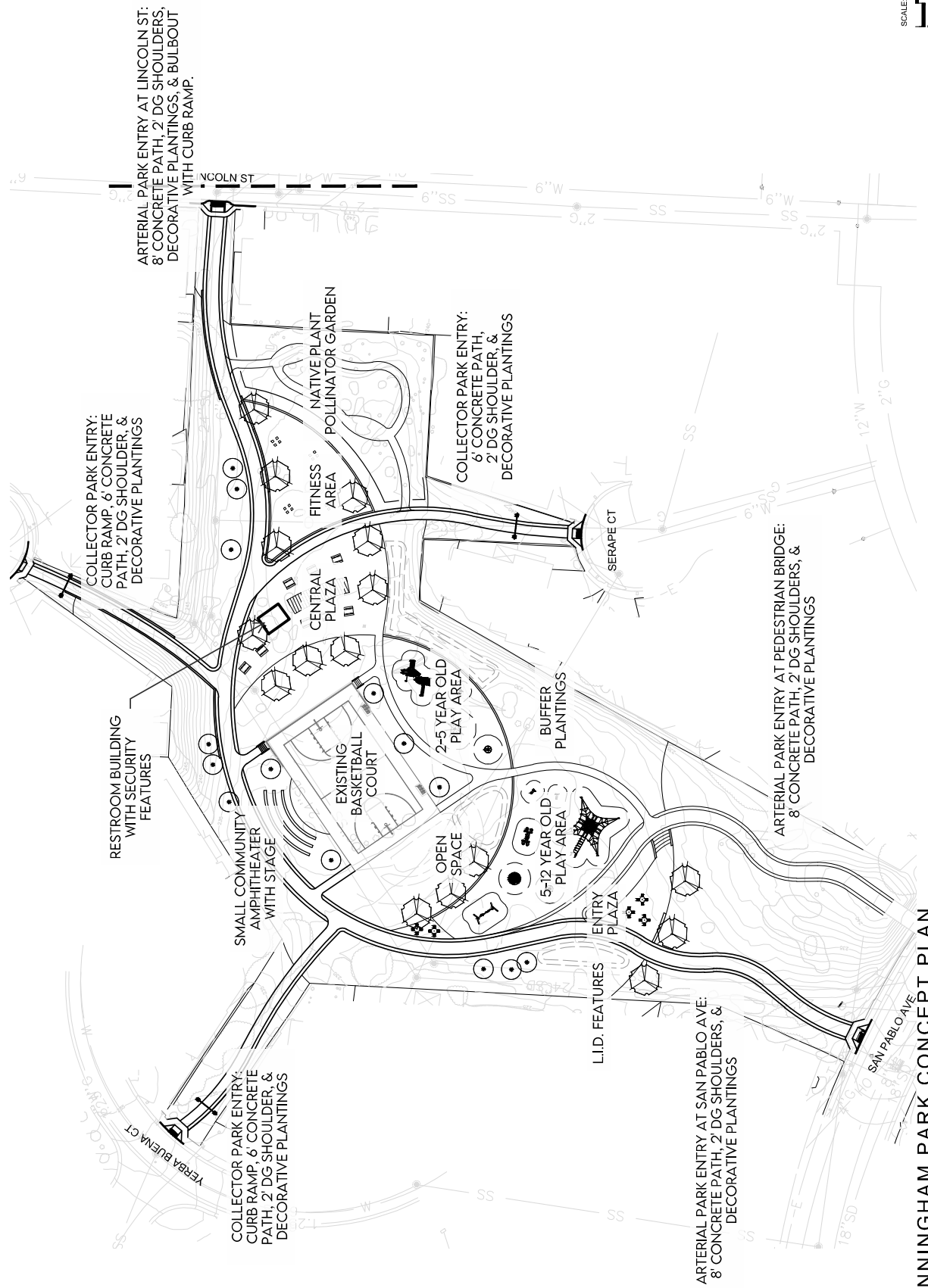
ATTACHMENTS

1. Lincoln Cunningham-Havana Soliz Parks-Preferred Concept Plan
 2. Rendering for Lincoln Cunningham-Havana Soliz Parks-Preferred Concept Plan
 3. Resolution
-

Reviewed for Submission to the City Council by:

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

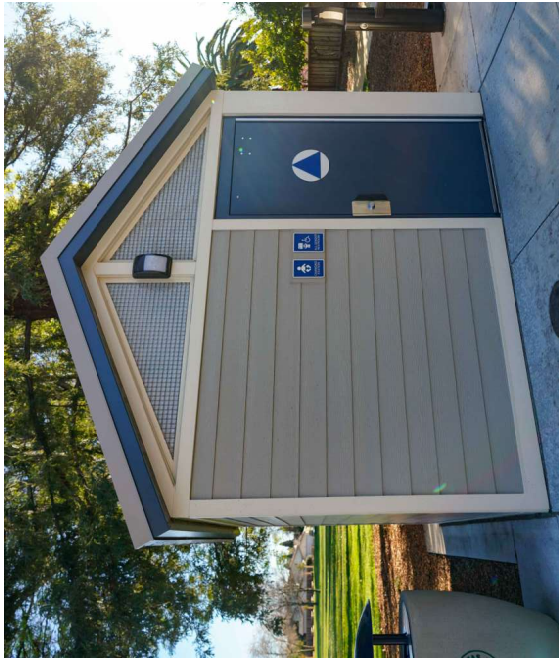
Jaime M. Fontes, City Manager



LINCOLN CUNNINGHAM PARK CONCEPT PLAN

IN LINCOLN CUNNINGHAM & HAVANA SOLIZ PARKS MASTER PLAN

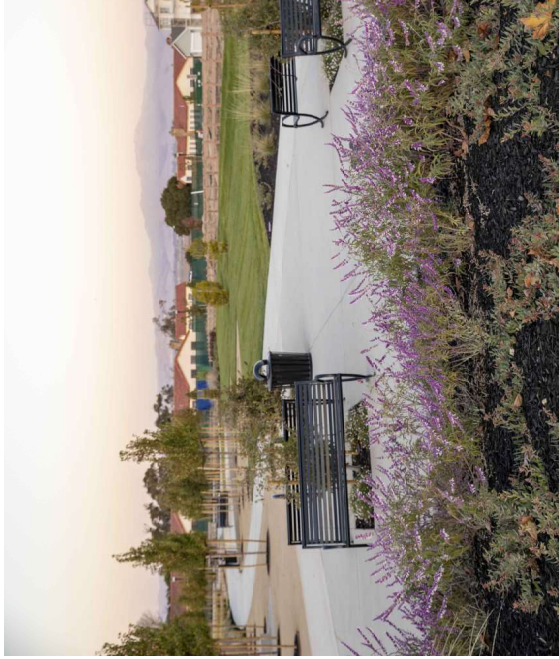
SPRINGSIDE, CA
NOVEMBER 2, 2023
23.015



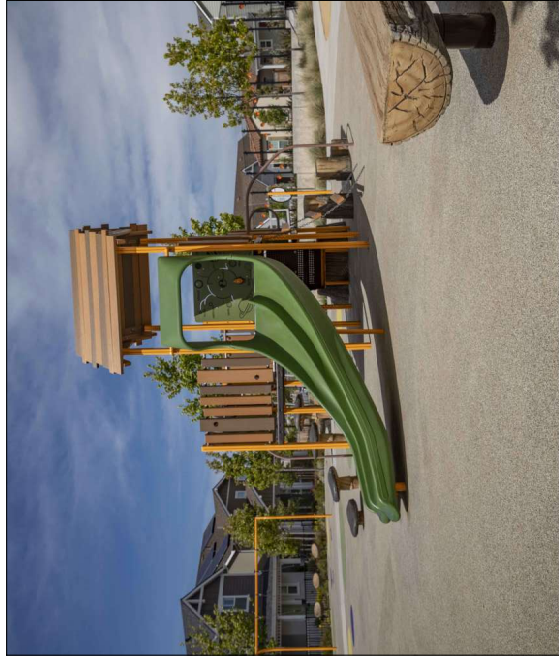
RESTROOM - PREFABRICATED SINGLE STALL FACILITY



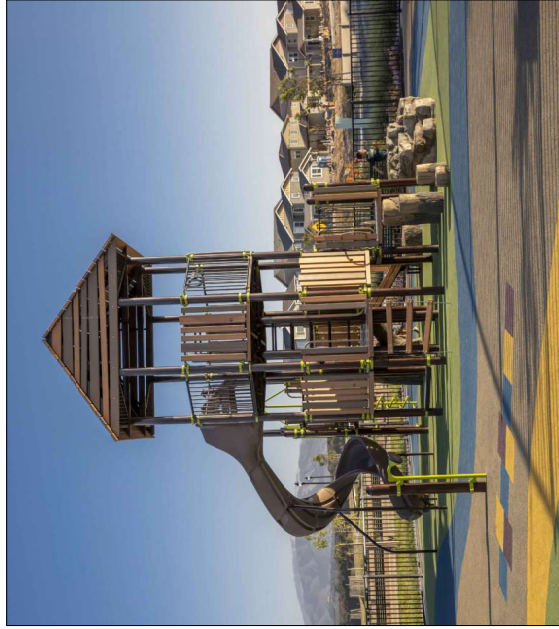
CENTRAL PLAZA - SHADE STRUCTURE WITH PICNIC TABLES, SEATING, AND CONCRETE PAVING



ENTRY PLAZA - BENCHES, PLANTING, AND CONCRETE PAVING



PLAY AREA - 2-5 YEAR OLD, NATURE-THEMED PLAYGROUND WITH MINIMUM OF ONE ALL-ACCESS PIECE OF EQUIPMENT



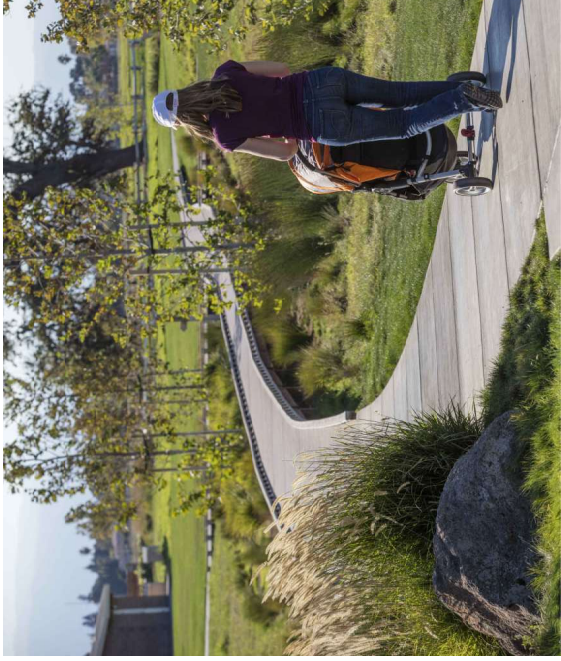
PLAY AREA - 5-12 YEAR OLD, NATURE-THEMED PLAYGROUND WITH MINIMUM OF ONE ALL-ACCESS PIECE OF EQUIPMENT



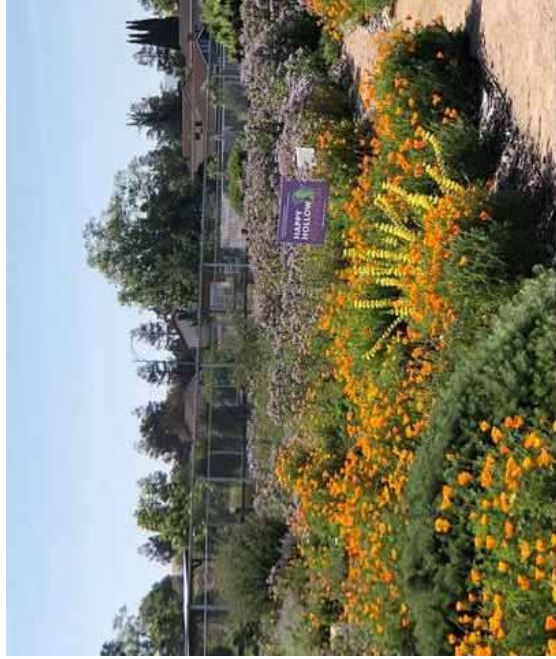
SMALL COMMUNITY AMPHITHEATER WITH STAGE



COMMUNITY ART ELEMENTS



BIOSWALE AND STORMWATER TREATMENT



NATIVE PLANT POLLINATOR GARDEN



FITNESS EQUIPMENT - MULTI-GENERATIONAL EQUIPMENT

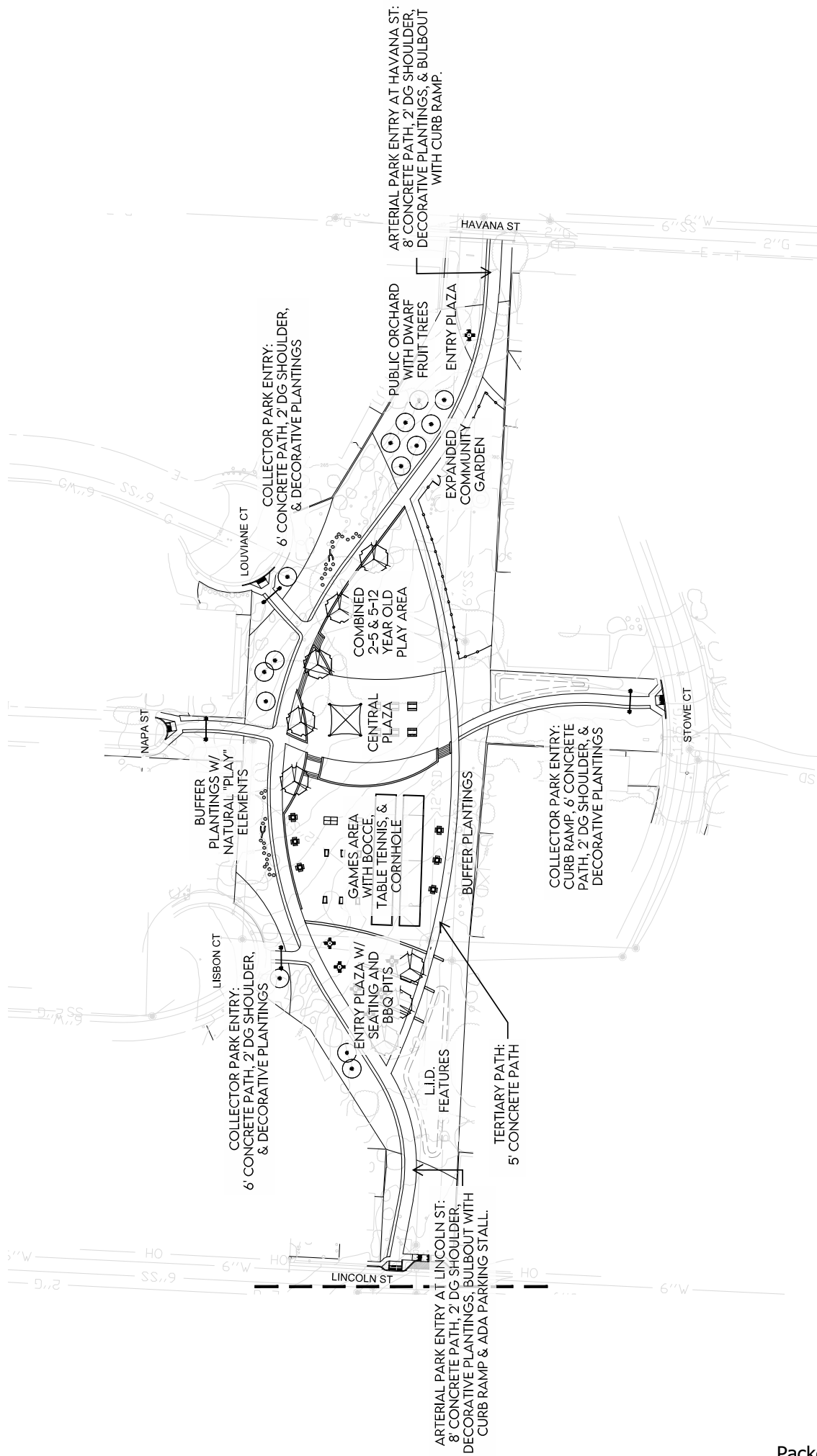
INCOLN CUNNINGHAM PARK CONCEPT IMAGES

INCOLN-CUNNINGHAM HAVANA-SOLIZ PARKS MASTER PLAN

SEASIDE, CA

NOVEMBER 2, 2023

23.016



Havana Soliz Park Concept Plan

Lincoln Cunningham & Havana Soliz Parks Master Plan

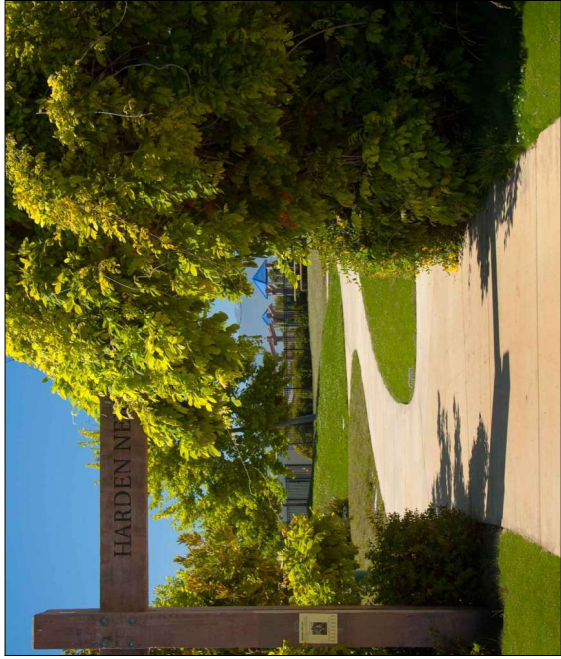
San Jose, CA
November 2, 2023
23.015



PLAY AREA - 2-6 AND 5-12 YEAR OLD, CONTEMPORARY-THEMED, WITH MINIMUM OF ONE ALL-ACCESS PIECE OF EQUIPMENT



EXPANDED COMMUNITY GARDEN SPACE



ENTRY PLAZA - OVERHEAD TRELLIS WITH PARK SIGNAGE



INTEGRATED NATURAL "PLAY" ELEMENTS IN PLANTING BUFFERS



NATIVE PLANTINGS ALONG PARK EDGES

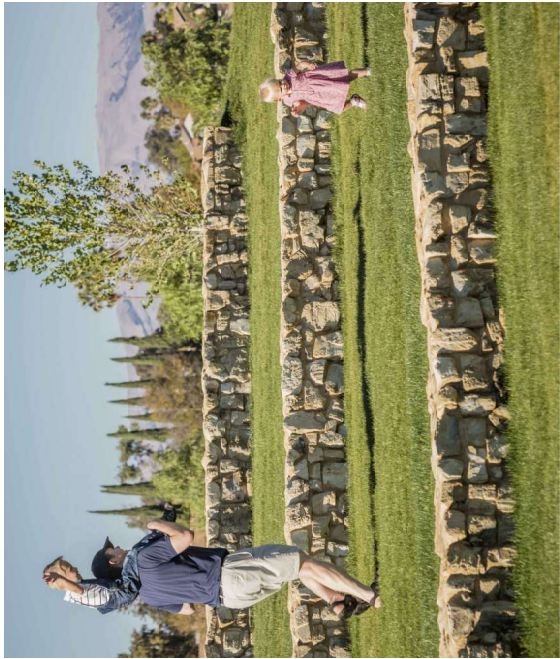
HAVANA SOLIZ PARK CONCEPT IMAGES

NICOLIN-CUNNINGHAM HAVANA-SOLIZ PARKS MASTER PLAN

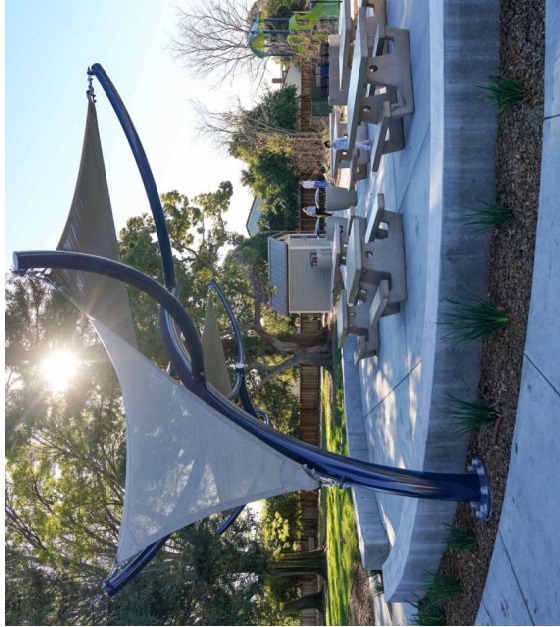
SEASIDE, CA

NOVEMBER 2, 2023

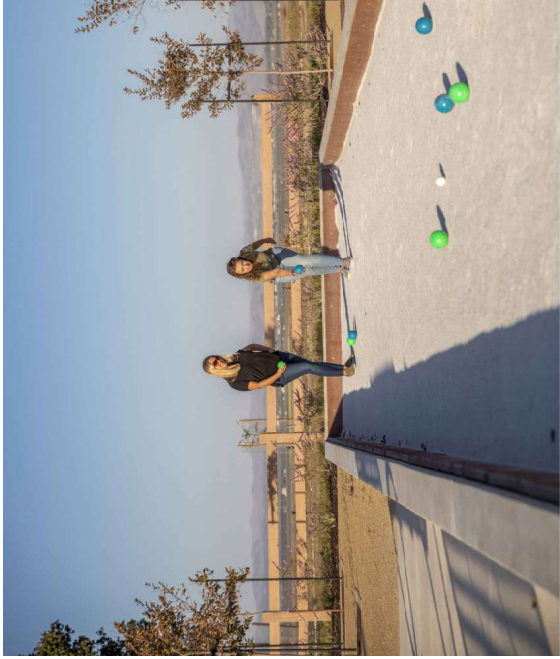
23.016



EXTENDED TERRACING SEATWALLS



CENTRAL PLAZA - SHADE STRUCTURE, PICNIC TABLES, AND CONCRETE PAVING



LARGE GAMES AREA - BOCCIE BALL COURTS



LARGE GAMES AREA - PERMANENT OUTDOOR TABLE TENNIS

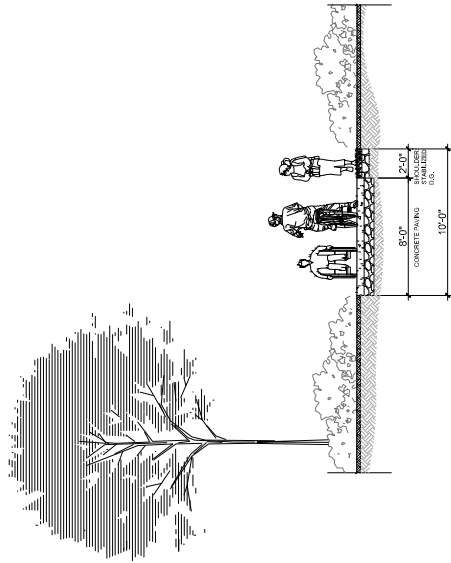


LARGE GAMES AREA - PERMANENT CONCRETE CORNHOLE

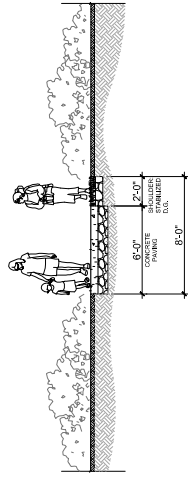
HAVANA SOLIZ PARK CONCEPT IMAGES

NICOLIN-CUNNINGHAM HAVANA-SOLIZ PARKS MASTER PLAN

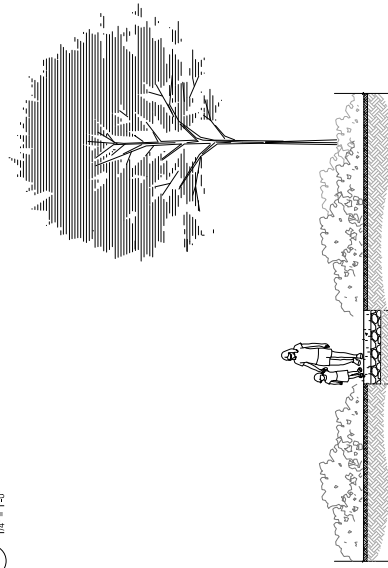
SEASIDE, CA
NOVEMBER 2, 2023
23.016



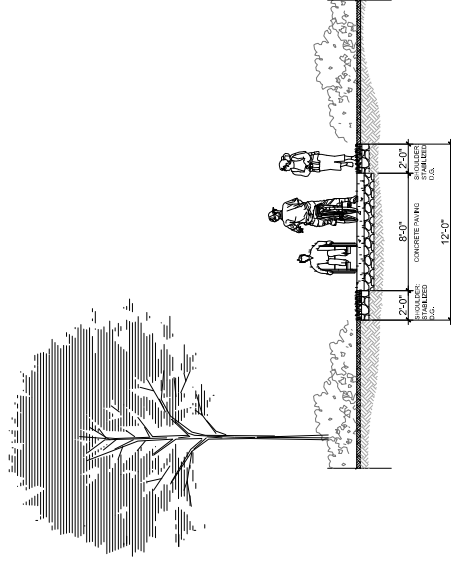
A Havana Soliz Park - Arterial Pathway
1/4" = 1'-0"



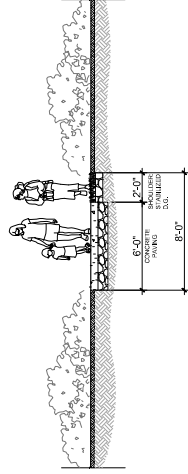
B Havana Soliz Park - Collector Pathway
1/4" = 1'-0"



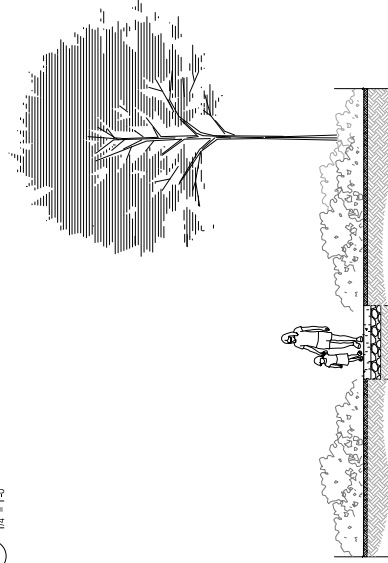
C Havana Soliz Park - Tertiary Pathway
1/4" = 1'-0"



D Lincoln Cunningham Park - Arterial Pathway
1/4" = 1'-0"



E Lincoln Cunningham Park - Collector Pathway
1/4" = 1'-0"



F Lincoln Cunningham Park - Tertiary Pathway
1/4" = 1'-0"

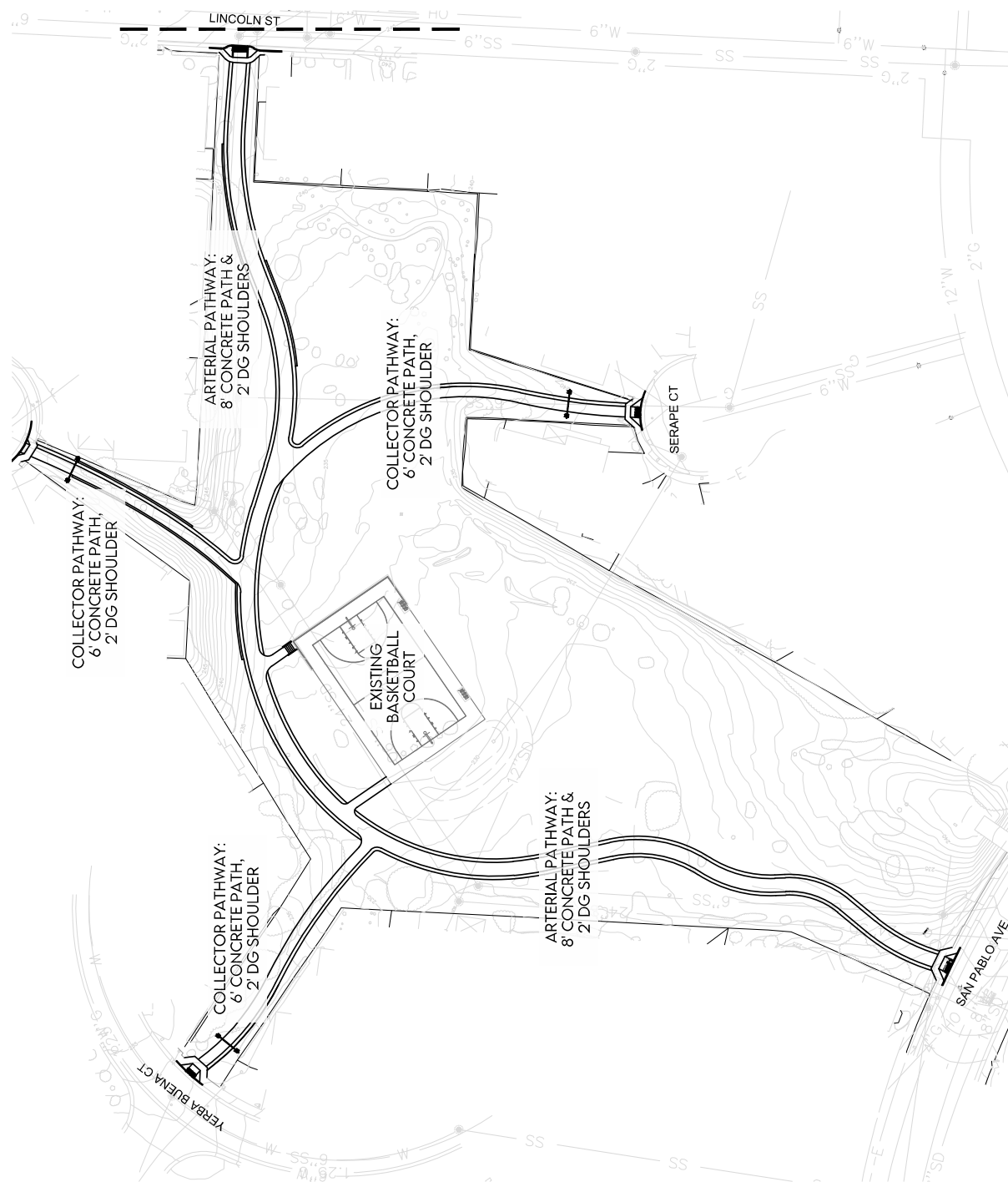
PATHWAY SECTIONS

LINCOLN-CUNNINGHAM HAVANA-SOLIZ PARKS MASTER PLAN

SEASIDE, CA

NOVEMBER 2, 2023

23.016



LINCOLN CUNNINGHAM PARK CONCEPT PLAN - PHASE 1 TRAIL IMPROVEMENTS



LINCOLN CUNNINGHAM PARK CONCEPT PLAN

LINCOLN CUNNINGHAM & HAVANA SOLIZ PARKS MASTER PLAN

SAN JOSE, CA
NOVEMBER 2, 2023
23.015



HAVANA SOLIZ PARK CONCEPT PLAN

NICOLIN CUNNINGHAM & HAVANA SOLIZ PARKS MASTER PLAN



LINCOLN CUNNINGHAM PARK CONCEPT PLAN - PHASE 1 TRAIL IMPROVEMENTS

LINCOLN CUNNINGHAM & HAVANA SOLIZ PARKS MASTER PLAN

SAN DIEGO, CA
NOVEMBER 2, 2023
23.015

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE LINCOLN CUNNINGHAM AND HAVANA SOLIZ PARKS CONCEPTUAL MASTER PLAN

WHEREAS, on January 30, 2023, the City Council adopted a resolution authorizing the preparation of concept plans for the development of accessible trail and amenity locations in Lincoln Cunningham and Havana Soliz Parks; and

WHEREAS, development of the Lincoln-Cunningham and Havana Soliz Parks Conceptual Master Plan is the first phase of the larger Blue Zones Marquee Project that aims to improve health and well-being of the Seaside community by providing vibrant parks connected by a walkable network of trails; and

WHEREAS, development of the Lincoln Cunningham and Havana Soliz park concepts before constructing the trails provides park layouts, determines trail locations, ensures proper drainage, and prepares for accessibility in anticipation of future park amenities; and

WHEREAS, public input on park needs and community priorities was solicited via two outreach events and a presentation to the Seaside Parks and Recreation Commission at their September 18th 2023 meeting; and

WHEREAS, led by community feedback and in collaboration with Public Works engineering staff, the City's consultants, BFS Landscape Architecture and Whitson Engineers, have prepared final concept plans for trail alignments and park amenities at both Lincoln Cunningham and Havana Soliz parks that reflect the preferences of community members; and

WHEREAS, Council approval of the concept plan ensures that there is adequate space for the types of amenities noted and that ADA accessible pathways are possible, but does not preclude more detailed evaluation of features in the future.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the Lincoln Cunningham and Havana Soliz Parks Conceptual Master Plan.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of November, 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.: 10.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Carolyn Burke, Assistant Public Works Director

DATE: November 2, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS TO PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE LINCOLN CUNNINGHAM ARTERIAL TRAIL PROJECT IN AN AMOUNT NOT TO EXCEED \$89,800.00

RECOMMENDATION

Adopt a resolution authorizing a professional services agreement with Whitson Engineers to prepare construction plans and specifications for the Lincoln Cunningham Arterial Trail Project in an amount not to exceed \$89,800.00.

BACKGROUND

On January 30, 2023, City Council adopted a resolution authorizing the preparation of concept plans for the development of accessible trail and amenity locations in Lincoln Cunningham and Havana Soliz Parks, and the final concept plan is on the November 2, 2023 City Council agenda for consideration and approval.

During prior presentations and public outreach efforts, feedback from both the public and City Council was clear that physical construction of trails is a top priority for the community. The funds allocated for the 2023-24 fiscal year do not allow for all trails contemplated in the concept plans to be built at this time, but an arterial path segment in Lincoln Cunningham park, connecting San Pablo Avenue to Lincoln Street, has been prioritized for construction. This Class 1 multi-use path segment was identified in both the Safe Routes to Schools plan as well as the Blue Zones Marquee project as an important connection point, and can be constructed using the funds allocated to the Phase 1 Trails Project in the FY 2022-23 and FY 2023-24 Capital Improvement Program budgets.

Public Works staff requested proposals to provide design services for the Lincoln Cunningham Arterial Trail from their list of on-call consultants for engineering services. On October 18, 2023, Whitson Engineers provided a proposal to prepare construction plans, specifications, and a cost estimate, as well as bid phase and construction support services, with sub-consultant assistance to prepare a geotechnical investigation and to prepare landscape plans for an amount not to exceed \$89,800.00. Staff reviewed the scope of work and fee in the proposal, and find it acceptable.

The professional services agreement with Whitson is in the amount not to exceed \$89,800.00, to be billed on a time and materials basis. A 10% contingency adds \$8,980.00 for a total of \$98,780.00 for development of the Lincoln Cunningham Arterial Trail project.

Staff recommends adopting a resolution authorizing the City Manager to execute a professional services agreement with Whitson Engineers for design services for the Lincoln Cunningham Arterial Trail project for an amount not to exceed \$89,800.00 and written amendments such that the total agreement does not exceed \$98,780.00.

FISCAL IMPACT

The adopted fiscal year 2023/24 budget plus the fiscal year 2022/23 rollover funds for the Phase 1 Trails Project is \$1,816,785.58, and there are sufficient funds in the associated account (No. 342-8910-9581) to fund these services.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH
WHITSON ENGINEERS TO PROVIDE DESIGN SERVICES FOR THE
LINCOLN CUNNINGHAM ARTERIAL TRAIL PROJECT FOR AN AMOUNT
NOT TO EXCEED \$89,800.00**

WHEREAS, the Phase 1 Trails Project (Project) is adopted in the fiscal year 2023/2024 Capital Improvement Program (CIP) annual budget; and

WHEREAS, construction of an arterial path segment in Lincoln Cunningham park connecting San Pablo Avenue to Lincoln Street has been identified as a priority project to further the City's efforts to implement the Safe Routes to Schools plan and the Blue Zones Marquee project; and

WHEREAS, Whitson Engineers 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 Whitson Engineers to provide design services for the Lincoln Cunningham Arterial Trail project; and

WHEREAS, on October 18, 2023, Whitson Engineers provided a proposal to prepare construction plans and specifications for the project in the amount not to exceed \$89,800.00; and

WHEREAS, Whitson Engineers has prepared similar plans for park trails for the City of Seaside and numerous other agencies in the Bay Area; and

WHEREAS, to complete the design of the Lincoln Cunningham Arterial Trail Project, Whitson Engineers will provide: preparation of construction plans, specifications, and a cost estimate, as well as bid phase and construction support services, with sub-consultant assistance to prepare a geotechnical investigation and to prepare landscape plans; and

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

WHEREAS, an amount of \$8,980.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, the adopted fiscal year 2023/24 budget plus the fiscal year 2022/23 rollover funds for the Phase 1 Trails Project is \$1,816,785.58; and

WHEREAS, there are sufficient funds in Phase 1 Trails Project Account to fund the design services for the Lincoln Cunningham Arterial Trail Project by Whitson Engineers.

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 Whitson Engineers to provide design services for the Lincoln Cunningham Arterial Trail Project for an amount not to exceed \$89,800.00 and written amendments such that the total agreement does not exceed \$98,780.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of November, 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
LINCOLN CUNNINGHAM ARTERIAL TRAIL PROJECT**

THIS AGREEMENT, is made and effective **NOVEMBER 2, 2023**, between the City of Seaside, a municipal corporation ("Agency") and **WHITSON ENGINEERS** ("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 **DECEMBER 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 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-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$89,800.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit 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: WHITSON ENGINEERS
6 HARRIS COURT
MONTEREY, CA 93940

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, **RICHARD WEBER** shall be the Project Manager and Engineer of Record for the services described in this Agreement.

RICHARD WEBER 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 **RICHARD WEBER** 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

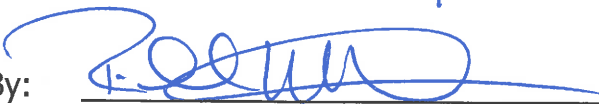
Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit "C"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "A"** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and 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: WHITSON ENGINEERS

By: 
Richard Weber, Principal Engineer

Date: 10/26/2023

City of Seaside

A Municipal Corporation

Jaime M. Fontes, City Manager

Date:_____

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

EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL



Revised October 18, 2023

Project No.: 2071.32

Carolyn Burke
Assistant Public Works Director
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

**Re: Lincoln-Cunningham Park Improvements – Phase 1
Proposal for Land Surveying and Civil Engineering Services**

Dear Ms. Burke:

Thank you for the opportunity to make this proposal. We understand that the City desires to move forward with constructing the first phase of improvements at Lincoln-Cunningham Park. This Phase 1 work is described in the attached Request for Proposal and will consist of the multi-use paths in Lincoln-Cunningham Park. The paths to the cul-de-sacs may be bid as Additive Alternates, depending on the estimated project cost. Future phases will build out the remainder of the master planned improvements at Lincoln-Cunningham Park and the entirety of Hava-Soliz Park.

We have included BFS Landscape Architects on our team to ensure continuity with the Master Plan as well as preparation of recommendations and specifications for soil preparation, seeding and mulching for this Phase 1 project.

Based on our understanding of the project, we propose the following scope of work:

SCOPE OF SERVICES

Geotechnical Investigation and Report

1. Perform a site reconnaissance and mark boring locations for USA clearance.
2. Perform approximately 6 geotechnical borings and 2 infiltration tests.
3. Prepare a geotechnical report for development of both Lincoln-Cunningham and Havana-Soliz parks. (The RFP requests a minimum of 3 borings within Lincoln-Cunningham Park, however we believe the incremental cost of the additional borings at Havana-Soliz Parks would be beneficial for streamlining future project(s) at Havana-Soliz Parks.)

Surveying

1. Perform supplemental topographic surveying as needed to support design. A one-foot contour interval aerial survey was previously completed; therefore the supplemental surveying is anticipated to involve local ground surveys of the five locations outlined in the attached, for design of curb ramps. We have

Lincoln-Cunningham Park Improvements – Phase 1

budgeted two days' field time for this task.

Design

1. Coordinate the scope of the Phase 1 work with the city, including existing improvements to remain or be removed, and work to be included in the Base Bid and as Additive Alternatives.
2. Prepare 60% (Draft), 90% (Plan Check) and 100% (Bid Set) Drawings for permitting, bidding and construction. Anticipated sheets include the following:
 - General*
 - a. Cover Sheet
 - b. Erosion and Sediment Control Plan
 - c. Erosion and Sediment Control Notes and Details
 - Civil*
 - d. Demolition Plan
 - e. Construction Plan
 - f. Grading and Drainage Plan
 - g. Details
3. Prepare soil preparation, seeding and mulching recommendations and specifications.
4. Prepare 60%, 90% and 100% Construction Cost Estimates.
5. Prepare 90% and 100% Specifications using the city's templates.
6. Estimate earthwork volumes based on the Site Grading and Drainage Plan.
7. Respond to city Public Works review comments. We assume the city will perform the reviews "in house", and the project will not be subject to Building Permit review.

Bidding and Construction Support

1. Provide design assistance during the bid phase as requested. This is anticipated to include: attendance of pre-bid meeting, preparation of Bid Addenda and responding to Bidder Inquiries.
2. Provide design assistance during construction as requested. This is anticipated to include: attending construction kickoff and semi-weekly progress meetings; performing site reviews during construction, and preparing written field reports; reviewing Contractor's Material Submittals and Shop Drawings; preparing written responses to Requests for Information; preparing drawing revisions if needed; and participating in a final site review and preparing a Punch List.

Assumptions

1. All our work products will be provided to you in PDF and/or AutoCAD DWG format. Hard copy prints will not be required.
2. Project will not be submitted/reviewed for Building Permit.
3. No specialty/decorative pavements or finishes are proposed.
4. No planting or irrigation is proposed.
5. No retaining walls are proposed.
6. Curb ramps will be provided at all park entrances (San Pablo Avenue, Lincoln Street, Yerba Buena Court, Serape Court, and Lindberg Court).
7. Only a curb ramp will be installed at the park entrance on San Pablo Avenue. We previously discussed other potential improvements at this entrance including striped crosswalk, curb bulb-outs and rectangular rapid flashing beacons (RRFBs), and we understand the city has determined that it does not want to install

EXHIBIT A

October 18, 2023 | Job No. 2071.32

Lincoln-Cunningham Park Improvements – Phase 1

- anything more than a curb ramp at this location.
8. Project will not be subject to the Regional Post-Construction Requirements (PCRs), since it is a trail project designed to slope to adjacent landscaping. A Storm Water Control Plan (SWCP), Operation and Maintenance Plan (OMP), and associated observations and certification will not be required.
 9. Project will disturb less than 1 acre, and will therefore not require coverage under the Construction General Permit. A SWPPP will not be required.
 10. The city will provide "front end" specification templates.
 11. Design of utilities will not be required, other than relocation of on-site storm drain and sanitary sewer and selective demolition of existing on-site irrigation systems and park lighting where they conflict with the proposed construction.
 12. Other assumptions, as listed in our subconsultant proposals.

Exclusions

The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of the Engineer's work
2. Preparation of presentation materials or attending public meetings (e.g. Parks and Recreation Commission, City Council).
3. Utility design (other than as specifically noted)
4. Off-site improvements (other than the proposed curb ramps)
5. Structural engineering (which includes retaining wall design)
6. Geotechnical engineering, testing and inspections during construction
7. Obtaining or coordinating permits, permit condition compliance
8. Preparation of a Construction Management Plan and/or plans for disposal of excess soil
9. Construction Management, Construction Inspections, Special Inspections, Construction Staking, or other construction phase services (other than as specifically noted)
10. Plan revisions to reflect field changes; As-Built plan preparation
11. Preparation of Planting Plans, Arborist's Report, tree pruning specifications
12. Other exclusions, as listed in our subconsultant proposals.

PAYMENT AND PROVISIONS:

Our estimated fees for the services described in the above Scope of Services are:

Whitson Engineers	\$60,500
BFS Landscape Architects	\$12,135
Earth Systems	\$14,500
10% Subconsultant Administrative Fee	\$2,665
Total	\$89,800

Progress billings will be on a Time and Materials basis as work is being completed, in accordance with the attached Rate Schedule. If this proposal is acceptable, please forward a contract for execution.

If you have any questions or need more information, please contact me at (831) 649-5225.

October 18, 2023 | Job No. 2071.32

Lincoln-Cunningham Park Improvements – Phase 1

Sincerely,

A handwritten signature in dark ink, appearing to read "Nathaniel Milam". The signature is fluid and cursive, with the first name "Nathaniel" written in a larger, more prominent script than the last name "Milam".

Nathaniel Milam, PE, QSD
Senior Civil Engineer

For Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

EXHIBIT A

Lincoln-Cunningham Park Improvements - Phase 1									
Time and Materials Estimate									
10/18/2023 NDM T41									
Land Surveying									
		PE	SCE	SLS	CE	AE2	1P	2P	Totals
	Rate:	\$ 240	\$ 195	\$ 195	\$ 175	\$ 130	\$ 210	\$ 350	Hours Cost
1	Supplemental Surveying		2		12		16		30 \$ 5,850
--	Project Management, QA/QC			2					2 \$ 390
	Subtotal:	0	2	2	12	0	16	0	32 \$ 6,240
Professional Personnel Estimate:									\$ 6,240
Reimbursable Expenses Budget:									\$ -
Total Estimate, Land Surveying:									\$ 6,240
Civil Design									
		PE	SCE	CE	AE	AE2	1P	2P	Totals
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	\$ 210	\$ 350	Hours Cost
1	Coordination and Scoping		8	8					16 \$ 3,120
2	Prepare 60%, 90% and 100% Drawings	4	40	80					124 \$ 24,360
3	Prepare soil preparation, seeding, mulching specs (BFS)								0 \$ -
4	Prepare 60%, 90% and 100% Estimate	1	8	16					25 \$ 4,920
5	Prepare 90% and 100% Specifications	1	2	8					11 \$ 2,190
6	Earthwork		1	4					5 \$ 975
7	Respond to plan check comments		1	4					5 \$ 975
--	Project Management, QA/QC	2	8	8					18 \$ 3,600
	Subtotal:	8	68	128	0	0	0	0	204 \$ 40,140
Professional Personnel Estimate:									\$ 40,140
Reimbursable Expenses Budget:									\$ 20
Total Estimate, Master Plan:									\$ 40,160
Bidding and Construction Support									
		PE	SCE	CE	AE	AE2	1P	2P	Totals
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	\$ 210	\$ 350	Hours Cost
1	Bid Phase Support		4						4 \$ 780
2a	Preconstruction meeting		2	2					4 \$ 780
2b	Semi-weekly progress meetings (8)			8					8 \$ 1,560
2c	Site Reviews (4)		4	8					12 \$ 2,340
2d	Material submittal review		2	4					6 \$ 1,170
2e	Respond to RFIs		1	4					5 \$ 975
2f	Drawing revisions		4	4					8 \$ 1,560
2g	Final site review		2	2					4 \$ 780
--	Project Management, QA/QC	4	8	8					20 \$ 4,080
	Subtotal:	4	27	40	0	0	0	0	71 \$ 14,025
Assumes:									
8 semi-weekly progress meetings									Professional Personnel Estimate: \$ 14,025
4 construction site reviews									Reimbursable Expenses Budget: \$ 75
Total Estimate, Master Plan:									\$ 14,100
Total Estimate:									\$ 60,500



Scope of Services

Lincoln Cunningham Multi-Use Pathway

September 29, 2023

Revised October 17, 2023

PROJECT DESCRIPTION

BFS has prepared a limited scope of work for the design and construction tasks for the Lincoln Cunningham Park Multi-Use Pathway. This includes:

- The coordination and preparation of a soil preparation and a hydroseeding and mulching specification.
- Review of the construction documents for consistency with the 2023 Lincoln Cunningham Park Master Plan
- Limited Construction Observation and Reviews as it pertains to the landscape scope
- Support to the Owner and Civil Engineer in responding to questions and updates requested from City Leadership and the community.

This scope and fee will be billed as time and materials as requested by Whitson Engineers and City Of Seaside

3.0 CONSTRUCTION DOCUMENTS (ASSUMES 20 WEEKS DURATION)

- 3.01 Attend Project start up meeting.
- 3.02 Obtain horticultural soils sample(s) from the Project site. Commission soils analysis from qualified soils analyst or laboratory for fertilizer and amendment applications of new hydroseed.
- 3.03 Coordinate the following items as required with Owner and Civil Engineer
 - a. Hydroseed Mix: Work with seed suppliers and ecologist staff to prepare a seed mix suitable for the site conditions.
 - b. Soil Preparation: Coordinate with Civil Engineer the stripping and stockpiling of existing topsoil for use in planting beds.
- 3.04 Prepare and submit Soil Preparation and Hydroseeding and Mulching Specifications for the contract documents.
- 3.05 Provide a review of the 60%, 90% and 100% Construction Documents as it relates to landscape scope items. BFS to review plans for consistency with the overall master plan.
- 3.06 Support the Owner and Civil Engineer in responding to questions and updates requested from the community and our City leaders. BFS has excluded from our scope and fee attendance any City Council Meetings or Public Meetings.

4.0 BIDDING AND CONSTRUCTION REVIEW (ASSUMES 20 WEEKS DURATION PLUS LANDSCAPE MAINTENANCE 120 DAYS)

Owner / Owner's Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase of the project, including testing and inspection coordination, payment request processing and all related items.

- 4.01 Provide assistance during the bid process. Respond to questions as directed by Owner / CM.
- 4.02 Respond to Requests for Information (RFI); furnish Clarifications, Revisions; any change orders will be prepared by Owner / CM.
- 4.03 Review and process submittals. Review proposed substitutions if any, for conformance to drawings and technical specifications.

20231017_Lincoln Cunningham Multi Use Pathway-BFS Scope and Fee-rev.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

EXHIBIT A

- 4.04 Attend [3] on-site construction reviews, followed by written field reports. Assumes [5]-months construction and [4]-months landscape maintenance. Reviews to include:
- Substantial Completion Review – at start of landscape maintenance
 - Punch-list Check – during landscape maintenance
 - Final Review – at end of landscape maintenance

5.0 ADDITIONAL SERVICES

Any additional 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 Additional meetings as authorized by the Owner / PM.
- 5.20 Development of interim park design solutions to existing park areas affected by the demolition and removal of the existing pathways
- 5.30 Attendance and participation at City Council or Parks and Recreation Commission Meeting
- 5.31 Preparation of plans or documents for presentation use at public meetings
 - 5.32 Coordination and or preparation of presentation slides
 - 5.33 Attendance and participation at public meetings

EXCLUSIONS

The following are excluded from our scope of services.

1. Preparation of construction document plan sheets
2. Printing and distribution of flyers / agenda / handouts for Community meetings.
3. Translation services for Community meetings.
4. CEQA document preparation and approvals.
5. Architectural Review Board Submittal.
6. Site Survey. Assumed to be in civil scope.
7. Geotechnical Survey / Report.
8. Tree survey / Arborist Report.
9. Demolition, Grading, and Drainage Plans. Assumed to be in civil scope.
10. Tree Protection Plans. Assumed to be shown on Demolition Plans.
11. Stormwater Management Plans. Assumed to be in civil scope.
12. Storm Water Pollution Prevention Plan (SWPPP). Assumed to be in civil scope.
13. Notice of Intent (NOI), Signed Certification Statement, and First Annual Fee, if required, will be included as a requirement for the Contractor.
14. Architectural Drawings for ancillary support buildings and structures.
15. Paving base and sub-grade design. Assumed to be in civil scope.
16. Lighting Design (photometrics) and related Electrical Engineering,
17. Structural Engineering (retaining walls, light standard footings etc).
18. Utility Engineering including domestic water supply. Assumed to be in civil scope.
19. Estimated Water Use / Water Demand Statement Calculations. Assumed to be temporary irrigation.
20. ADAAG (Accessible route) / Signage Plan. Assumed to be in civil scope.
21. Signage & graphics artwork.
22. Off-site improvements, except for utility connections.
23. Testing fees for construction testing procedures, i.e., compaction testing, percolation testing, construction staking verification.
24. Division 1 (General Conditions and Special Provisions) Project Specifications.
25. Printing of drawings on Mylar.

- END-

EXHIBIT A

COMPENSATION

3.0	CONSTRUCTION DOCUMENTS	\$8,355
4.0	BIDDING & CONSTRUCTION REVIEW	\$3,280
TOTAL		\$11,635
5.0	ADDITIONAL SERVICES	
5.1	Additional Meetings	\$400 per meeting
5.2	Interim Design Solutions	Hourly
5.3	Preparation and Attendance for Public Meetings.....	Hourly
	REIMBURSABLE EXPENSES BUDGET	\$500
	Includes procurement of a horticultural soils analysis and seed supplier recommendations for a hydroseeding mix.	
	TOTAL WITH REIMBURSABLE EXPENSES	\$12,135

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 1/2023.

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, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

Standard Schedule of Compensation

January 2023



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$220/hour
Associate Principal	\$205/hour
Associate	\$190/hour
Project Manager	\$170/hour
Assistant Project Manager	\$160/hour
Designer	\$140/hour
Assistant Designer	\$120/hour
Design/Graphics Intern	\$45/hour
Word Processor/Clerical	\$85/hour

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.

EXHIBIT A



Lincoln Cunningham Multi-Use Pathway											
Task	Description	Hours / Rates									Total
		Principal	Associate Principal	Associate	Project Manager	Asst Project Manager	Designer	Assistant Designer	Intern	Clerical	
		\$220	\$205	\$190	\$170	\$160	\$140	\$120	\$45	\$85	
3.0 CONSTRUCTION DOCUMENTS											
3.01	Attend project start mtg		2								
3.02	Obtain soil sample		1			2					
3.03	Coordinate soil prep and hydroseed		4			4					
3.04	Prepare and submit specifications		6							2	
3.05	Review 60, 90 and 100% plans for consistency with Master Plan		12								
3.06	Support Team in response to RFIs from the community and City Leadership		4			8					
	Subtotal hours	0	29	0	0	14	0	0	0	2	
	Subtotal amount	\$0	\$5,945	\$0	\$0	\$2,240	\$0	\$0	\$0	\$170	\$8,355
	TOTAL (for 3.0 phase)										\$8,355
4.0 BIDDING AND CONSTRUCTION REVIEW											
4.01	Bid Assistance		2								
4.02	RFI / Clarifications / ASI		2								
4.03	Submittal Review		4								
4.04	Attend construction reviews		8								
	Subtotal hours	0	16	0	0	0	0	0	0	0	
	Subtotal amount	\$0	\$3,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,280
	TOTAL (for 4.0 phase)										\$3,280
REIMBURSABLES											\$500
TOTAL ALL SERVICES											\$12,135

EXHIBIT A

Request for Proposal

The City of Seaside requests a proposal for the following work based on your firm having been selected as an on-call engineering consultant for the City of Seaside.

Scope

The scope of services is to prepare 100% construction plans, specifications and estimate for the design of a Class 1 ADA-compliant bike path and collector pathways at Lincoln Cunningham park in Seaside, California. The paths to be constructed are the first phase of implementation of a recently prepared conceptual master plan for Lincoln Cunningham and Havana Soliz parks. The pathways should be designed to ensure compatibility with future construction of other ADA-compliant park amenities. At least a portion of the Class 1 bike path must be designed to support a fully-loaded sewer maintenance vehicle to ensure access to facilities within park.

Project Requirements

Aerial topography has been prepared for the area as part of the development of the Lincoln Cunningham – Havana Soliz master plan, but additional topographic data will be needed for construction-level design. Existing sewer and stormwater utilities cross the park and will need to be verified by the engineer and considered in the design. Other amenities shown on the master plan will be constructed at a time TBD, and engineer shall design the trail to allow interim access points to the rest of the park area. While the project is exempt from Regional Post-Construction Requirements (PCRs) as a trail project designed to drain to adjacent landscaping, the trail design must consider tentative future stormwater retention locations identified in the engineering feasibility report developed as part of the Lincoln Cunningham – Havana Soliz master plan. Unengineered fill may be present on site and a geotechnical report is required, to include a minimum of 3 borings in Havana Soliz park for future trail design in that location.

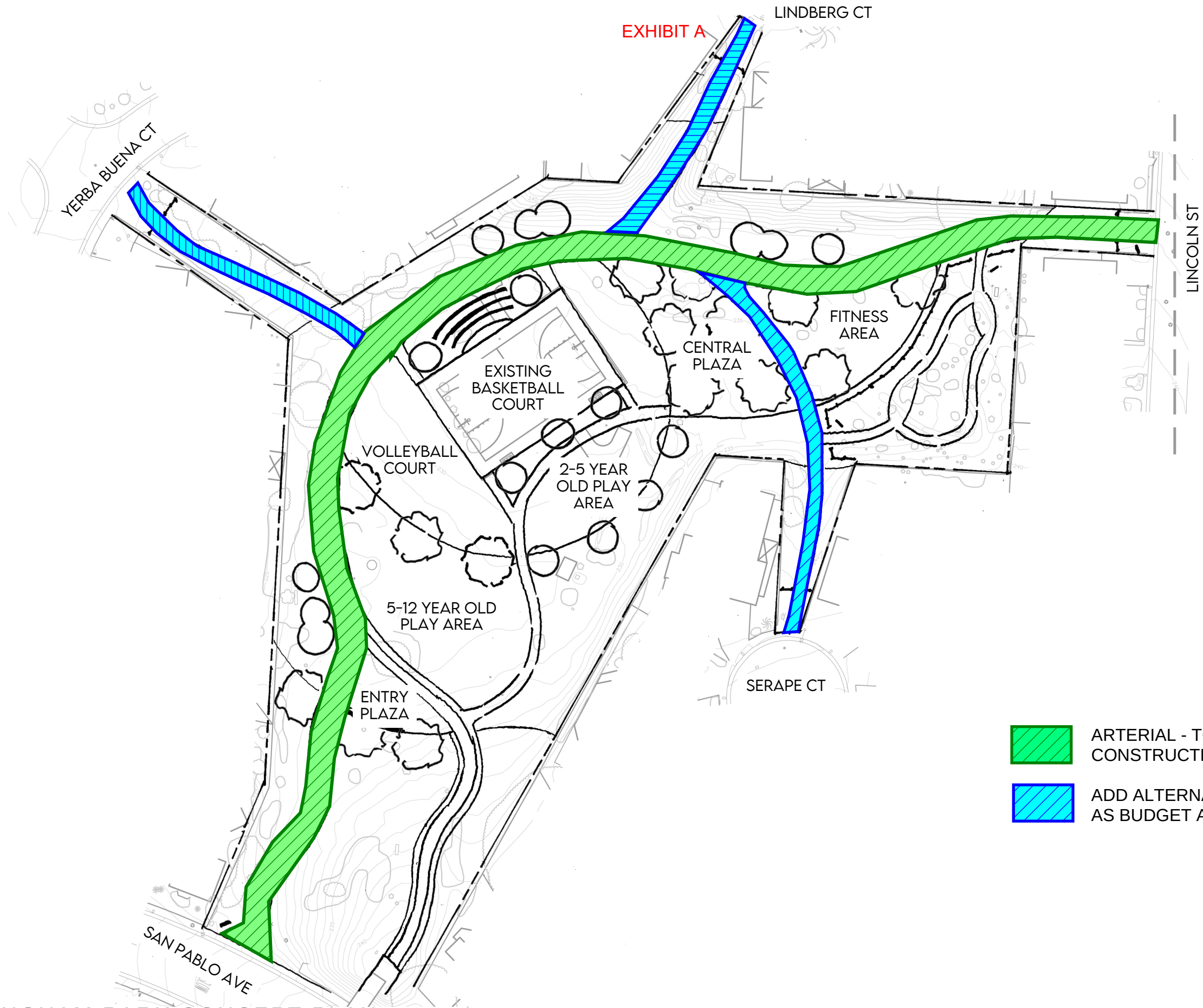
At minimum, proposals should include the following services:

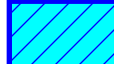
- Survey – supplemental topographic surveying as needed to support design
- Plans – 60%, 90% and 100% drawings for bidding and construction
- Estimate – 60%, 90% and 100% construction cost estimates
- Bidding and Construction Support
- Geotechnical Investigation

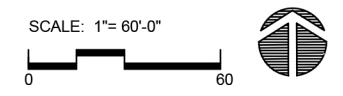
Attachments:

Lincoln Cunningham – Havana Soliz Master Plan Concept

Exhibit: Phase 1 - Lincoln Cunningham Arterial and Collector Paths for Construction



-  ARTERIAL - TO BE CONSTRUCTED FY 23-24
-  ADD ALTERNATES AS BUDGET ALLOWS



LINCOLN CUNNINGHAM PARK CONCEPT PLAN

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- 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,

A handwritten signature in blue ink, appearing to read "Nisha Patel", is written over a horizontal line.

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,

A handwritten signature in blue ink, appearing to read "Nisha Patel", is written over a horizontal line.

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

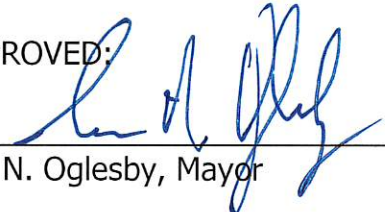
EXHIBIT D

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:

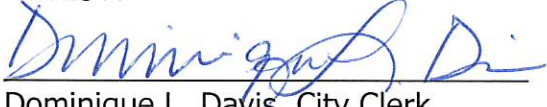
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



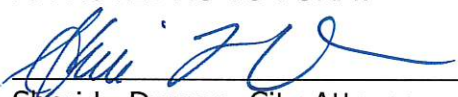
Ian N. Oglesby, Mayor

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.: 10.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: November 2, 2023

**SUBJECT: CONSIDER RECOMMENDATIONS REGARDING THE USE OF
ZOOM FOR PUBLIC COMMENTS**

RECOMMENDATION

Consider options to receive public comments, and approve the staff recommendation to discontinue the use of Zoom for public comments at City Council, Boards, Commissions and Committee meetings.

BACKGROUND

The City of Seaside has been using Zoom for public comments at City Council meetings since the start of the COVID-19 pandemic. However, in recent months, there has been a significant increase in "Zoombombing" incidents, where extremists and other online users spew hate speech and disrupt meetings.

Zoombombing Incidents

Zoombombing is a type of cyberattack in which an unauthorized user joins a Zoom meeting and disrupts it. Zoombombers can do this by posting offensive content, making noise, or using Zoom's features to disrupt the meeting, such as screen sharing or muting participants.

In recent months, there have been a number of high-profile Zoombombing incidents at City Council meetings across California. For example, in September 2023, City Council meetings across the state were disrupted by Zoombombers who shouted racial slurs and made threats; cities include but are not limited to Monterey, Pacific Grove, Concord, San Ramon, Walnut Creek, Sonoma County, Redwood City, Fremont, Claremont, San Jose, San Francisco, Berkeley, Burlingame, Sacramento and El Cerrito. Seaside experienced the same at its October 19 meeting.

Impact of Zoombombing Incidents

Zoombombing incidents can have a significant impact on City Council meetings. They can disrupt the flow of the meeting, make it difficult for Council members to conduct business, and create a hostile environment for participants. In some cases, Zoombombing incidents have led to City Councils eliminating the option for zoom participants to make public comment remotely, or canceling meetings altogether.

Recommendations

In light of the increasing number of Zoombombing incidents, and preventing these circumstances from happening again, staff recommends that the City of Seaside discontinue the use of Zoom for public comments at its public meetings.

Members of the public will still have the ability to make public comment in the following ways:

- In-person public comment: Members of the public can attend City Council and other City public meetings in person and provide public comment during the designated public comment period; and
- Provide written public comment: Members of the public can submit written public comments to the City Clerk by mail or email.

These alternative methods for public comment will provide residents with an opportunity to participate in City Council meetings without the risk of Zoombombing incidents, and will protect the integrity of Seaside's public meetings and ensure that all participants have a positive experience. Continuing the use of Zoom for participants to view meetings will allow for the City to maintain its ability to provide interpretation and captioning services, remaining ADA accessible.

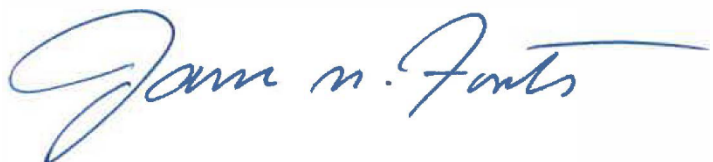
FISCAL IMPACT

None.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



James M. Font

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