



AMENDED A G E N D A

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, December 21, 2023
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with options for viewing and listening virtually or telephonically, based on availability.*

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 view 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 listen 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, 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
David R. Pacheco
Alexis Garcia-Arrazola
Rita Burks
Alex Miller

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
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. UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS
(RECREATION DIRECTOR DAN MEEWIS)**

**B. WINTER STORMS EMERGENCY PREPARATION AND COORDINATION
PLAN REVIEW (FIRE CHIEF MARY GUTIERREZ & POLICE CHIEF NICK
BORGES)**

8. CONSENT AGENDA

**A. APPROVE MINUTES FROM OCTOBER 19, NOVEMBER 2 AND DECEMBER 7,
2023**

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 11, 2023 through December 8, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending November 10, 2023 and November 24, 2023. Total Accounts Payable and Payroll for the above referenced period is \$4,522,946.06.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 11, 2023 through December 8, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 10, 2023 and November 24, 2023. Total Accounts Payable and Payroll for the above referenced period is \$325.46.

**D. ADOPT A RESOLUTION APPROVING THE ANNUAL APPOINTMENTS TO
LOCAL COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2024, TO DECEMBER
31, 2024**

RECOMMENDATION: Adopt a resolution confirming the Mayor's annual appointments for the City Council to local committee assignments for January 1, 2024, to December 31, 2024.

E. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES FOR COSTS ASSOCIATED WITH THE 2024 MARTIN LUTHER KING, JR. MARCH AND PROGRAM

RECOMMENDATION: Approve a request from the Action Council - Building Healthy Communities for co-sponsorship and fee waiver for the costs associated with the 2024 Martin Luther King Jr. March and Celebration on January 15, 2024, in the amount of \$6,019.17.

F. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM DESIGN AND DESIGN SERVICES DURING CONSTRUCTION FOR THE SAN PABLO PEDESTRIAN BRIDGE DEMOLITION AND RECONSTRUCTION PROJECT FOR AN AMOUNT NOT TO EXCEED \$556,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Whitson Engineers to perform design and design services during construction for the San Pablo Pedestrian Bridge Demolition and Reconstruction Project for an amount not to exceed \$556,000.00.

G. REVIEW OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 24-25 FOR THE PERIOD JULY 1, 2024 – JUNE 30, 2025, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

RECOMMENDATION: Accept and review the ROPS 24-25 for the period July 1, 2024 – June 30, 2025 pursuant to Health and Safety Code Section 34177 and direct staff to forward the presentation to the Monterey County Consolidated Oversight Board for further review and approval.

H. ADOPT A RESOLUTION APPROPRIATING \$22,000.00 FROM THE GENERAL FUND TO THE DRAINAGE INLET IMPROVEMENTS PROJECT, AND APPROVING \$22,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH MONTEREY PENINSULA ENGINEERS, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$113,850.00

RECOMMENDATION: Adopt a resolution:

1. Appropriating \$22,000.00 from the General Fund to the Drainage Inlet Improvements Project;
2. Approving \$22,000.00 in additional contingency to the Construction Agreement with Monterey Peninsula Engineers, Inc. for a total construction amount that does not exceed \$113,850.00; and
3. Authorizing the City Manager to approve amendments, extensions, and change orders to the Construction Agreement until completion of the project such that they do not exceed the total project construction amount.

I. ADOPT A RESOLUTION CANCELING THE JANUARY 4, 2024 CITY COUNCIL REGULAR MEETING

RECOMMENDATION: Adopt a resolution canceling the January 4, 2023, regular meeting of the City Council.

9. BUSINESS ITEMS

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

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

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community and report on committee assignments.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 4, 2024
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, October 19, 2023
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The pledge was led by Council Member Garcia-Arrazola.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Chandler Roland, Lynda Cunningham, Tim Duran, Kay Cline, owner of 1495 Mescal Street, Ann Marie Pagan, Ramona Olaeta-Reed, Pastor Ogarrio, Jen Gunter, Priscilla Ogarrio, Karla Lobo, Pastor Ronald Britt, Nina Beatty, Peter Kaiser, Uncle Addy*, Pastor Kenneth Murray, Gabe Stutman, Darius Lane*, Phil Barber*, Susan Schiavone, Kay, David Irving*, Shawnda LeBeouf

*participant via Zoom and was removed from the meeting.

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, Monterey Peninsula Water Management District Director 1

A. MONTEREY-SALINAS TRANSIT DISTRICT UPDATES & ANNOUNCEMENTS (MICHELLE OVERMEYER, DIRECTOR OF PLANNING & INNOVATION)

Carl Sedoryk General Manager/CEO provided the presentation and responded to questions from the Council.

7. PRESENTATIONS

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

Director Meewis provided a presentation and reviewed the following upcoming events:

- Seaside Certified Farmers Market – Every Thursday, 3pm-7pm at Laguna Grande Park
- City Hall and Library Parking Lot Repaving construction schedule, phase 2 began September 26. For A.D.A access, call 831-899-6885.
- Seaside ADU Loan Program, www.ci.seaside.ca.us/805/adu-loan-program
- Harvest Festival at Pacchetti Dog Park, Saturday, October 21 at 11am – dog costume contest (\$5.00 entry fee), judging begins at 1:00 p.m.
- Pumpkin Plunge at Pattullo Swim Center, October 21 from 1:15 p.m. – 3:00 p.m. – free admission, \$7 to plunge for a pumpkin
- Trunk-or-Treat, October 31 from 4:30 p.m. – 6:30 p.m. at City Hall Lawn
- Halloween Bonanza, Oldemeyer Center, October 31 from 6 p.m. – 9 p.m.
- Caltrans SR218 ADA Compliant Pedestrian Access Project, started September 11, 2023 and is expected to end in October/early November 2023
- CalFresh Food, enrollment assistance contact 831-899-6851, 831-899-6850
- Complimentary Childcare at City Council Meetings, contact Oldemeyer Center 48 hours in advance at 831-899-6800
- Family & Community Support Program, fcsprogram@ci.seaside.ca.us, 831-899-6852, bit.ly/SeasideFCSP
- Community announcements: Friends of Seaside Parks Association Park Clean Ups on 10/21 at Havana-Soliz Park, 10/28 at Mescal Neil Park, 11/4 at Beta Park
- Follow us on social media: facebook.com/seasideca; Instagram: @cityofseaside; X: @city_of_seaside

8. CONSENT AGENDA

Mayor/Chair Oglesby read the consent agenda items. Item 8I was pulled by Council/Agency Member Miller and Item 8J was pulled by Ann Marie Pagan.

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco, and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda except for items 8I and 8J.

RESULTS: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

Public Comment: Alice, Pastor Ronald Britt

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

ACTION: APPROVED

B. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE WAHINE PROJECT

ACTION: APPROVED

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

ACTION: APPROVED

D. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO REMOVE RED CURBS AT BUS STOP LOCATIONS

ACTION: APPROVED

E. APPROVE AND DECLARE A VACANCY ON THE COMMUNITY SAFETY ADVISORY COMMISSION

ACTION: APPROVED

F. ADOPT A RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE SABADO PARK RENOVATION PROJECT; ACCEPTING GRANT FUNDS IN AN AMOUNT UP TO \$50,000.00 FROM CALIFORNIA AMERICAN WATER AND A DONATION OF \$10,000.00 OF PARK EQUIPMENT FROM BLUE ZONES, AND APPROPRIATING AND ENCUMBERING \$23,000.00 FROM THE GENERAL FUND BALANCE TO THE PROJECT

ACTION: ADOPTED RESO

G. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR DRAIN INLET IMPROVEMENTS AT YOSEMITE STREET/ SAN PABLO AVENUE PROJECT, AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE DRAIN INLET IMPROVEMENTS PROJECT, TRANSFERRING \$96,375.00 FROM THE CORRUGATED METAL PIPE REPLACEMENT PROGRAM BUDGET TO THE PROJECT, AND AWARDDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING, INC. FOR AN AMOUNT NOT TO EXCEED \$83,500.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$91,850.00

ACTION: ADOPTED RESO

H. ADOPT A RESOLUTION GRANTING AN EASEMENT TO SEASIDE COUNTY SANITATION DISTRICT FOR THE SUTTER STREET SEWER REROUTE PROJECT

ACTION: ADOPTED RESO

I. ADOPT A RESOLUTION APPROVING AN APPROPRIATION OF \$90,000.00

**TO THE CITY HALL AND LIBRARY PARKING LOT REPAVING PROJECT,
AND APPROVING \$90,000.00 IN ADDITIONAL CONTINGENCY TO THE
CONSTRUCTION AGREEMENT WITH MONTEREY PENINSULA
ENGINEERS, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES
NOT EXCEED \$687,270.00**

The item was pulled by Council/Agency Member Miller pulled the item to indicate that he would be consistent in his position to vote no on the item.

PUBLIC COMMENT: Karla Lobo, Gabe Stutman

On motion by --- and second by --- and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution.

RESULTS: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

**J. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS FOR
ADDITIONAL SERVICES RELATED TO THE PREPARATION OF
CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE FREMONT
BOULEVARD CENTER MEDIANS PROJECT FOR AMOUNT NOT TO EXCEED
\$8,000.00.**

The item was pulled by Ann Marie Pagan.

PUBLIC COMMENT: 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 adopt the resolution.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

9. PUBLIC HEARING

**A. ADOPT A RESOLUTION APPROVING ARCHITECTURAL REVIEW
APPLICATION NO. AR-23-11 FOR A SECOND STORY ADDITION AT 7**

HARROW COURT (APN: 012-682-037) IN THE SINGLE FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 3, SECTION 15303(A) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Council/Agency Member Miller recused himself from the public hearing.

Community & Economic Development & Planning Manager Andrew Myrick provided a presentation that review Council's approval the project, but requested that staff return with conditions to apply translucent treatments to west-facing second story windows and to provide for some form of landscape screening. The proposed conditions were to install 15-gallon trees along western property line. The species would be determined in consultation with applicant and appellant; and second-story west-facing windows would be required to install a translucent film.

PUBLIC COMMENT: Ann Marie Pagan, Shawnda LeBeouf, Dianne Nielson, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution with the conditions of approval as presented.

RESULT:

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: None

ABSTAIN: Miller

ABSENT: None

ACTION: ADOPTED RESO

10. BUSINESS ITEMS

A. APPROVE THE USE OF PUBLIC RESOURCES POLICY

City Manager Fontes provided a verbal presentation and reviewed the use of public resources policy, and its purpose.

PUBLIC COMMENT: Ann Marie Pagan, 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 to approve the use of public resources policy.

RESULT: 3-2-0-0

AYES: Burks, Garcia-Arrazola, Oglesby

NOES: Pacheco, Miller

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. The Council agreed to add an item to a future agenda to discuss and consider a city-sponsored ballot measure regarding the future sale of safe and sane fireworks in the city for the November 2024 election.
2. The Council agreed to receive an update on the Climate Action Plan.
3. Request that the City Manager and staff return with suggested solutions for resolving "zoom bombing" incidents. (Oglesby)

B. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

City Manager Fontes provided an update on past requests regarding Canadian Geese and

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 announcements.

There were no comments from the public.

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 LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9-EXISTING LITIGATION

Case Name: Petrovich Development, et al. v. City of Seaside, et al.

Case Number: Monterey County Superior Court Case # 21CV003630

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (2 MATTERS)

14. ADJOURNMENT

With no further business, the meeting adjourned in honor of Mr. Luis Vasquez.

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, November 2, 2023
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

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

4. REVIEW OF AGENDA

None.

5. PUBLIC COMMENT

Jim Boyer, Donna Penwell, Peter Kaiser, Ray Riordian

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

A. PRESENTATION OF PAINTING TITLED "POLICING" THANKING POLICE CHIEF NICK BORGES (PAMELA BONSPER & JACQUELINE SIMON)

Jacqueline C. Simon and Pamela Bonsper of Cast Action Alliance, provided a presentation of a painting to Police Chief Nick Borges and the City Council titled "Policing". As described by the artist, the painting intends "to contrast police departments which are dedicated to serving and protecting their communities in a lawful and responsible manner to those which use illegal acts of aggression against people of color."

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

Mr. Myrick provided a presentation that reviewed the status and progress of the City's Climate Action Plan (CAP), which is a local level effort to identify specific steps

that they can take both to mitigate the impacts of greenhouse gas emissions and adapt to a changing climate. The City Council approved the release of a Request for Proposals on September 21, 2023, and the deadline for submitting proposals has concluded and proposals have been received.

City staff is in the process of reviewing the proposals and setting up interviews with the proposers. Staff plans to have a recommendation for Council to select a consultant by December/January.

Mayor Oglesby stated that he intends to appoint an Ad-Hoc Committee of the City Council to review best practices and other relevant topics related to the process.

**C. 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 Certified Farmers Market – Every Thursday, 3-7pm, Laguna Grande Park
- Everyone's Altar, November 2, 4-7pm, honoring Dia De Los Muertos
- Palenke Arts, Dia De La Muertos, November 2, 6-8pm, Oldemeyer Center
- Recreation Department, Winter Spring Activity Guide, Registration opens 12/4 for residents, 12/6 for non-residents
- Ord Terrace Elementary School Crossing Improvements Ribbon Cutting, November 8 at 10:40 a.m., 1755 La Salle Aven
- Parks & Recreation Master Plan Open House Meeting, November 8, 6-7:30pm, Oldemeyer Center
- Diabetes Walk & Learn, November 15, 2-3pm, Gateway to Fort Ord National Monument
- Thanksgiving Camps, November 20-22, 7:45-6pm, bit.ly/SeasideRecTrac
- Blue Zones, Purpose Workshop, November 29, 5:30-7:30pm, Oldemeyer Center
- Cereal with Santa, December 3, 9-11a.m. Oldemeyer Center
- Winter Wonderland, November 8 (corrected date), 6-9pm, City Hall Lawn
- Community Holiday Luncheon, December 16, 12:00 p.m. Oldemeyer Center
- Caltrans SR218 ADA Compliant Pedestrian Access Project (updates provided)
- CalFresh Food, to enrollment assistance available at 831-899-6851 or 831-899-6850
- 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
- Friends of Seaside Parks Association Clean Up – November 4 (Beta), November 11 (Highland-Otis), November 18 (Durant), November 25 (Capra).

Follow us on social media at [facebook.com/Seaside CA](https://facebook.com/SeasideCA); Instagram @cityofseaside; X @City_of_Seaside

8. CONSENT AGENDA

No comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda as presented.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

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

ACTION: APPROVED

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

ACTION: ADOPTED

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

ACTION: ADOPTED

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

ACTION: ADOPTED

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

ACTION: APPROVED & ADOPTED

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

ACTION: ADOPTED

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

ACTION: ADOPTED

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

ACTION: ADOPTED

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)

Economic Development & Community Planning Manager, Andrew Myrick, provided a presentation reviewing SB 9 which has been effective since January 1, 2022, and allows for allows for ministerial approval ("by right") for at least two dwelling units on a single-family zoned parcel; also allows ministerial approval of qualifying urban lot splits.

An urgency ordinance addressing SB9 has been adopted by the City Council since December 16, 2021, and subsequently extended to December 12, 2023. The ordinance amendment proposed, would make the language from the urgency ordinance permanent.

PUBLIC COMMENTS: Ray Riordan

On motion by Mayor Pro Tem/Vice Chair Pacheco, and second by Council/Agency Member Garcia-Arrazola, and carried by the following roll call vote, the City Council/Successor Agency moved to adopt the ordinance amending Title 17 and add Chapter 17.13 to the Seaside Municipal Code to implement Senate Bill 9.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: 2ND VOTE REQUIRED AT NOVEMBER 16, 2023 MEETING.

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.

Director Myrick presented the item and responded to questions from the Council. The applicants and representatives of One Starfish Safe Parking and Supportive Services and Monterey Peninsula Unified School District (MPUSD) made statements regarding their request and responded to questions about the project details. The proposed Safe Parking License location is 1295 La Salle Avenue, Monterey Adult School. The license is for safe parking of 20 vehicles from 6:30PM to 7AM (differs from 10PM-6AM code requirement) with a bathroom, handwashing, and trash facilities provided. The plan includes an on-site security guard. Notices were mailed to residents and property owners within 300 feet.

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 safe parking license application, SPL-23-01.

PUBLIC COMMENTS: Jonathan Amandi, Shawnda LeBeuf, Kate Keiger, Miriam Smith, Donnie Everett, Karla Lobo, Pastor Kenneth Murray

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

10. BUSINESS ITEMS

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

Public Works Director/City Engineer Nisha Patel presented the item and responded to questions from the Council. The Neighborhood Improvement Commission also provided statements to the Council regarding their recommendations.

On motion by Council/ Agency Alex Miller and second Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the approve the NIC recommendations as a whole.

Substitute Motion: 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 moved to approve the NIC recommendations individually as follows:

1. Light pole banners: All Yes
2. 3 picnic areas at Cutino Park: All Yes
3. Neighborhood watch program: All Yes
4. Cover/artwork on utility boxes: 4 Yes; Noes – Garcia-Arrazola
5. Mural at Cutino Park: All Yes
6. Repair at wheeler tennis courts: All Yes
7. Tree giveaway: All Yes
8. Four benches on General Jim Moore Boulevard: 4 Yes; Noes – Garcia-Arrazola
9. Welcome sign at north end of city: All Yes
10. Fernando park Northside walkway: All Yes

PUBLIC COMMENTS: Jeff Mayer, Jennie Reese, Peter Kaiser, Joan Costello, Dianne Nielson, AnnaLisa Mitchell

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

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

Nisha Patel, Public Works Director/ City Engineer, and Jimmy Jessup, Venera Mandanas, Parametrix Inc. provided the presentation and responded to questions from the Council regarding project goals, existing conditions, community feedback, concept plans, and next steps.

PUBLIC COMMENTS: Peter Kaiser, Tanja Roos

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the Hilby

Avenue Traffic Calming Plan, and approving an amendment to the PSA with Parametrix, Inc.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED

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

Nisha Patel, Public Works Director/ City Engineer presented the item and responded to question from the Council.

PUBLIC COMMENTS: Robert Daniels, Dianne Nielson

On motion by Council/Agency Member Garcia-Arrazola and second by Council Member Miller and carried by the following vote, the City Council/Successor Agency moved to adopt the Lincoln Cunningham and Havana Soliz Parks Conceptual Master Plan.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED

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

Assistant Public Works Director, Carolyn Burke, presented the item and reviewed the Phase 1 Trail Construction and professional service agreement.

PUBLIC COMMENTS: Tanja Roos

On motion by Council/ Agency Alex Miller and second Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution and authorized the professional service agreement with Whitson Engineers.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED

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

Public Affairs Officer/City Clerk Dominique Davis, provided the presentation and responded to questions from the Council.

PUBLIC COMMENTS: Peter Kaiser, Robert Daniels, Pastor Kenneth Murray, Estevan

On motion by Council/Agency Member Garcia-Arrazola and second Council/Agency Burks and carried by the following vote, the City Council/Successor Agency moved to approve discontinuation of zoom for the purpose of public comments.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Update on Cal Fresh Numbers (6 month span) - Oglesby

B. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

None.

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 anticipate any announcements.

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

With no further business, the meeting adjourned in honor of William "Bill" Grandy, and Lt. Ron Allen.

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, December 7, 2023
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The pledge of allegiance was led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

None

5. PUBLIC COMMENT

Pastor Ronald Britt, Chandler Owens, Peter Kaiser, Major John Bennett, Monterey Peninsula - Salvation Army provided his presentation (8C) of activities within the City for 2023.

6. CLOSED SESSION

City Attorney Sheri Damon read the closed session items, and did not anticipate a report.

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9(b) - ANTICIPATED LITIGATION

Consultation with: Don Freeman, Attorney at Law

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Attorney

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Manager

7. PUBLIC AGENCY COMMUNICATIONS

None

8. PRESENTATIONS

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

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

- Police Department Swearing in Ceremony 12/6/23- At Embassy Suites
- Farmers Market- Every Thursday from 3:00pm-7:00pm- Laguna Grande
- Seaside Fire Department- Toy Drive, accepting donations until December 20th – Location: 1635 Broadway Ave.
- Seaside Green- Include these items in your organic cart this holiday season: Food leftovers, pumpkins, Boughs of Holly, wreaths.
- Winter Wonderland- Seaside Tree Lighting- December 8, 2023 from 6:00pm to 9:00pm at City Hall.
- Community Holiday Luncheon- December 16, 2023- Door open at 10:30 & lunch at 12pm
- Fruit Tree Pruning Workshop- December 16, 2023 from 10:00am to 12:00pm- Havana Soliz Park & Community Garden-B Lincoln St.
- Christmas gift giveaway- December 18, 2023- From 3:00pm to 5:00pm
- Older Adult Program Presents- New Years Eve Dance- December 31st, 2023- Oldemeyer Center, 986 Hilby Ave.- Door open at 11:00am, Lunch served at 11:30am, dancing begins at 12:30pm
- Most of work will be completed 12/12/23- After next week
- Construction on hold, PG&E will need to complete some utility work, 2 locations will still need to be finished after PG&E work: Del Monte to Sonoma and Harcourt to Allston.
- Cal Fresh Food- Designated to supplement the food budget of low-income households to meet nutritional needs.
- Complementary child care at Seaside Council meetings – To make childcare reservations, call the Oldemeyer Center at 831-899-6800 – required a 48hr.notice
- Inclement Weather Notice- For more information please contact the Public Works Department, at 831-899-6835 or by email: pwinfo@ci.seaside.ca.us- Sand Bag fill at the Fire Department.
- Family and Community Support Program- 831-899-6852
- Friends of Seaside Parks association (FOSPA) Park Cleanups –December 9, December 16, December 23, December 30

Follow us on social media: facebook.com/Seaside Ca, Instagram: @cityofseaside, Twitter: @City_of_Seaside

B. 2023 SEASIDE MUNICIPAL WATER SYSTEM MASTER PLAN (PUBLIC WORKS DIRECTOR/CITY ENGINEER NISHA PATEL)

Public Works Director/City Engineer Nisha Patel and Andrew Sterbenz, Schaaf &

Wheeler - provided the presentation on the Project Background, Water Service Areas, Water Supply, Water Demand, System Infrastructure, Analysis and Assessment, Recommended Capital Improvements, and responded to questions from the council.

C. MONTEREY PENINSULA CORPS OF THE SALVATION ARMY 2023 ACTIVITIES AND SERVICES UPDATES (MAJOR JOHN BENNETT)

This presentation was received during public comment.

D. MONTEREY ONE WATER WEIGHTED VOTE FORMULA POTENTIAL CHANGES (PAUL A. SCIUTO, GENERAL MANAGER)

Mr. Sciuto provided a presentation that reviewed the joint powers authority formation, the existing weighted vote formula, member entity population data, and advised the Council that it may come before them to consider amending the JPA to change the weighted vote formula.

E. TINY HOMES DEMONSTRATION (GARY TOET, DESIGNER)

Mr. Toet was not prepared to provide his demonstration and asked that to present at a later date.

9. CONSENT AGENDA

There was no public comment.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda as presented.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM NOVEMBER 14 AND 16, 2023

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM

SEASIDE AQUATIC CLUB

ACTION: APPROVED

- E. APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR YOUTH SUMMIT ON DECEMBER 16, 2023.**

ACTION: APPROVED

- F. APPROVE A PROCLAMATION HONORING DECEMBER 7 AS PEARL HARBOR REMEMBRANCE DAY**

ACTION: APPROVED

- G. APPROVE A PROCLAMATION COMMEMORATING THE ADOPTING OF THE UNIVERSAL DECLARATION OF HUMAN RIGHTS, AND DECLARING DECEMBER 10 AS HUMAN RIGHTS DAY**

ACTION: APPROVED

- H. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATION TO APPROVE THE TRAFFIC CALMING APPLICATION FOR SAN PABLO AVENUE BETWEEN MESCAL STREET AND GENERAL JIM MOORE BOULEVARD**

ACTION: APPROVED

- I. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. FOR THE SAN PABLO TRAFFIC CALMING WORK PLAN AND DESIGN FOR AN AMOUNT NOT TO EXCEED \$81,610.00**

ACTION: ADOPTED

- J. ADOPT A RESOLUTION APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

ACTION: ADOPTED

- K. ADOPT A RESOLUTION MODIFYING THE ANNUAL CITY COUNCIL OUTSIDE ASSIGNMENTS FOR JANUARY 1, 2023 TO DECEMBER 31, 2023**

ACTION: ADOPTED

- L. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FY 2021/2022 PAVEMENT REHABILITATION**

PROJECT FOR AN AMOUNT NOT TO EXCEED \$61,720.00.

ACTION: ADOPTED

10. PUBLIC HEARING

A. GENERAL PLAN AMENDMENT GPA-23-02: ADOPT A RESOLUTION AMENDING THE GENERAL PLAN AND ADOPTING THE 6TH CYCLE (2023-2031) DRAFT HOUSING ELEMENT (EXEMPT FROM CEQA)

Consultant, Veronica Tam, Veronica Tam & Associates, provided a presentation and provided the housing element overview, and the California Department of Housing and Community Development update.

There were no public comments.

Council/Agency Member Miller left the room at the time of the motion and vote.

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 adopt the resolution amending the general plan and adopting the 6th cycle 2023-2031 draft housing element.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Miller

ACTION: ADOPTED

11. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING AN AMENDED FINAL SUBDIVISION MAP FOR PHASE 3 OF THE ENCLAVE, AND GRANT DEEDS TO SHEA HOMES, L.P.

Recess: 7:53 p.m. to 8:15 p.m.

Public Works Director/City Engineer Nisha Patel provide the presentation and responded to questions for the council.

There were no comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution approving the amended final subdivision map for phase 3 of the Enclave, and grant deeds to Shea Homes,

L.P.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

B. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CALIFORNIA PREMIER RESTORATION TO INCLUDE THE RETRIEVAL OF UNATTENDED SHOPPING CARTS IN PUBLIC RIGHT OF WAY

Community & Economic Development Director Jose Bazua provided the presentation and responded to questions from the Council.

There were no comments from the public.

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 adopt the resolution authorizing the amendment to the contract with CPR for retrieval of unattended shopping carts.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED

12. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Promotional Plans for completed projects (Garcia-Arrazola)
2. Emergency/ Incident Communications Plan (Garcia- Arrazola/Oglesby)
3. Provided an update that the item regarding for the RV parking on private property.
- 4.

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

Reports provided.

14. CLOSED SESSION

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

There were no comments from the public.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS PURSUANT TO GOVERNMENT CODE SECTION 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 Negotiation: City Manager, et al.

Negotiating Parties: Danny Bakewell, Jr. and KB Bakewell, Inc., et al.

Under Negotiation: Purchase and Sale Agreement Terms

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

Monterey County Superior Court

Case No: 23PR000490

Clyde and Claudia Marie Trust

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (2 MATTERS)

15. ADJOURNMENT

With no further business, the meeting adjourned a 9:49 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: December 21, 2023

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 11, 2023 through December 8, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending November 10, 2023 and November 24, 2023. Total Accounts Payable and Payroll for the above referenced period is \$4,522,946.06.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting, the Council is provided a listing of the payroll and general checks issued since the last report so that the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000.00 are as follows:

- \$20,154.24 to Access Media Productions for PEG fees (Public, Educational and Government access programming) for AT&T and Comcast for the quarters of January-March 2023 & April-June 2023.
- \$18,213.74 to Airtec Service for Air conditioning services for a non-operating unit in a modular building & Police Department.

- \$52,058.39 to California Premier Restoration for Clean-up services for multiple properties (3) on-call basis & emergency hoarder locations.
- \$187,821.82 to County of Monterey for Payment for FY 2023-24 Quarter 3 Dispatch Services.
- \$45,050.52 to Enterprise FM Trust for monthly payments for (16) leased City vehicles for the period of November 2023.
- \$18,118.75 to Harris & Associates, Inc. for Professional services for the 2023 Hot Spot Repair project through October 31, 2023.
- \$24,284.88 to Hinderliter, de Llamas & Associates for Prof. contract/audit services for the period of Quarter 2-2023.
- \$13,084.50 to Hope Services for Maintenance services for the period of October 2023.
- \$112,659.30 to Huntington Public Capital Corp. for the annual lease payment for an E-ONE Fire truck.
- \$64,776.70 to Kraemer Engineering Inc. for construction services for the Highland Otis Park Playground Replacement project through October 31, 2023.
- \$124,246.91 to Marina Coast Water District for Recycled water meter services for the period of October 2023.
- \$23,999.00 to Maze & Associates for City Audit services for the fiscal year ending 6/30/2023 during the period of November 2023.
- \$40,714.25 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of September 2023 for the 13 Seaside motels/hotels.
- \$10,536.14 to the Monterey County Tax Collector for MCWRA assessment fees for the 1st & 2nd installment.
- \$61,227.50 to Monterey Peninsula Engineering for Professional construction services of the Lincoln Cunningham Basketball Court for the periods of August & September 2023 and Del Monte Manor LID Project through October 2023.
- \$24,713.18 to Monterey Peninsula Water Mgmt District for Seaside Basin Watermaster services for the periods of January-June 2023.
- \$27,073.75 to Pavement Engineering, Inc. for Professional services for the 2023 Hot Spot Repair project & Pavement Rehab Project Phase 5 services through October 31, 2023.
- \$12,782.10 to PG Computers / Acc for Installation services for the Police Department's new camera system.
- \$15,504.00 to Raimi & Associates, Inc. for Prof. services for the City's 6th Cycle Housing Element for the period of October 2023.
- \$33,957.86 to Raimi & Associates, Inc. for Prof. services for the City's 6th Cycle Housing Element for the periods of May & June 2023.
- \$58,857.25 to RRM Design Group for Professional architectural and engineering services for the Fire Station 2 project through October 31, 2023.
- \$20,622.78 to Schaaf & Wheeler, Consulting Civil Engineers for Professional engineering services for MCWD Intertie Design, Sutter Street Sewer Main Relocation, and Storm Drain Master Plan projects through October 31, 2023.

- \$17,666.00 to the State Water Resources Control Board for the stormwater annual permit fee for the period 7/1/2023-6/30/2024.
- \$13,092.50 to Sturdy Oil Company for 1,487 gallons of regular gas (ethanol) and 1,255 gallons of clear diesel delivered to the public works department on 11/1/2023.
- \$11,181.66 to The Home Depot Pro for Cleaning supplies for the Recreation Department.
- \$22,346.40 to The Sohagi Law Group for Professional legal services for Petrovich Development for the period of October 2023.
- \$63,815.32 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of October 2023.
- \$49,779.25 to Wallace Group for October 2023 invoices for projects: Services for the Sewer System Management Plan Update; Cutino & Ellis Parks Improvements (Part 2, Phase 1); Lincoln Cunningham Basketball Court Improvement; Ord Terrace Elementary School Crossing; Fernando Park Improvements; SCSD Fog Program Development/Training; American Legion Plan Review.
- \$17,230.88 to Whitson Engineers for October 2023 invoices for: Professional engineering services for Cutino Park Improvements; Lincoln-Cunningham & Havanna-Soliz Parks Review; Yosemite/San Pablo Storm Drain project. October 2023 invoice for Fernando Park Playground Improvements; July & September 2023 invoices for City Hall & Library Parking Lot Improvements project.

The Net Payroll and Payroll benefits total was \$2,372,056.13.

The remaining checks, totaling \$945,320.36, include payments to vendors for operating expenditures.

The check report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

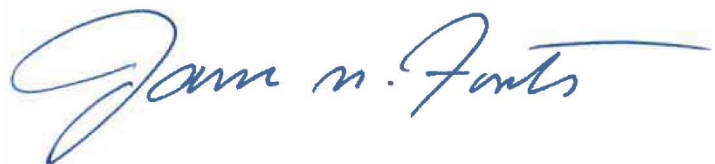
FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: December 21, 2023

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 11, 2023 through December 8, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 10, 2023 and November 24, 2023. Total Accounts Payable and Payroll for the above referenced period is \$325.46.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- No checks exceeded \$10,000.

The Checks report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: December 21, 2023

SUBJECT: **ADOPT A RESOLUTION APPROVING THE ANNUAL
APPOINTMENTS TO LOCAL COMMITTEE ASSIGNMENTS FOR
JANUARY 1, 2024, TO DECEMBER 31, 2024**

RECOMMENDATION

Adopt a resolution confirming the Mayor's annual appointments for the City Council to local committee assignments for January 1, 2024, to December 31, 2024.

BACKGROUND

In addition to the duties on the City Council, the Mayor and Council members serve as the City's representatives to outside agencies. City of Seaside participation in regional bodies and internal committees enables us to work toward achieving the City's strategic goals. City staff may serve as alternates to some outside agencies or as the City's representative on the agency or subcommittee.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
 2. Exhibit A - 2024 Outside agency assignments
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes".

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE ANNUAL APPOINTMENTS TO LOCAL COMMITTEE
ASSIGNMENTS FOR JANUARY 1, 2024, TO DECEMBER 31, 2024**

WHEREAS, annually, the Mayor considers City Council Member assignments to various commissions, boards, committees in special districts and organizations, joint powers authorities, and other agencies; and

WHEREAS, Mayor Oglesby considered the necessary annual appointments made recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies for January 1, 2024, to December 31, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does hereby approve Mayor Oglesby's recommendations for City Council Member assignments to various outside commissions, committees, and boards as listed in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of December 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

SEASIDE CITY COUNCIL MEMBER LOCAL COMMITTEE ASSIGNMENTS

January 1, 2024 – December 31, 2024

Item	Committee	Representative	Alternate	Date/Time
1.	Seaside Groundwater Basin Watermaster	Mayor Oglesby	Mayor Pro Tem Pacheco	1 st Wednesday, 2 p.m.
2.	Monterey-Salinas Transit District (MST)	Mayor Pro Tem Pacheco	Council Member Garcia-Arrazola	2 nd Monday, 10 a.m.
3.	Monterey One Water	Council Member Garcia-Arrazola	Mayor Oglesby	Last Monday, 7 p.m.
4.	North Salinas Mosquito Abatement District	Mayor Oglesby	Mayor Pro Tem Pacheco	2 nd Tuesday, 12 noon
5.	Seaside County Sanitation District	Mayor Oglesby	Mayor Pro Tem Pacheco	2 nd Tuesday, 9:30 a.m.
6.	Association of Monterey Bay Area Governments (AMBAG)	Council Member Miller	Council Member Burks	2 nd Wednesday, 7 p.m.
7.	ReGen Monterey (Waste Management)	Council Member Garcia-Arrazola	Council Member Miller	3 rd Friday, 9 a.m.
8.	Monterey Peninsula Water Management District (MPWMD): Policy Advisory Committee	Current Mayor	Mayor Pro Tem	Called
9.	Access Monterey Peninsula Board	Council Member Burks	Council Member Miller	3 rd Monday at 5:00 p.m.
10.	Community Human Services of Monterey County JPA	Council Member Garcia-Arrazola	Council Member Miller	3 rd Thursday, 11:30 a.m.
11.	Traffic Advisory Committee	Mayor Pro Tem Pacheco	Council Member Burks	3 rd Tuesday, 5:00 p.m.
12.	Transportation Agency of Monterey County (TAMC)	Mayor Oglesby	Mayor Pro Tem Pacheco	4 th Wednesday, 9 a.m.
13.	Monterey Peninsula Unified School District (MPUSD) & City of Seaside Trustees and City Council Collaboration	Mayor Oglesby Mayor Pro Tem Pacheco	MPUSD Trustees	Called
14.	Laguna Grande Joint Powers Authority	Mayor Pro Tem Pacheco	Council Member Miller	Called
15.	California Joint Powers Insurance Group	Council Member Miller	Council Member Burks	Called
16.	Homeless Leadership Council	Mayor Oglesby	Council Member Garcia-Arrazola	Called
17.	Seaside Housing Non-Profit Cooperation	Mayor & City Manager	n/a	TBD

ATTEST: Per Resolution No. 23-XX

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: December 21, 2023

SUBJECT: APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES FOR COSTS ASSOCIATED WITH THE 2024 MARTIN LUTHER KING, JR. MARCH AND PROGRAM

RECOMMENDATION

Approve a request from the Action Council - Building Healthy Communities for co-sponsorship and fee waiver for the costs associated with the 2024 Martin Luther King Jr. March and Celebration on January 15, 2024, in the amount of \$6,019.17.

BACKGROUND

For the last couple of decades, the Seaside Chapter of the Pan-Hellenic organized this event. For 2024 the Pan Hellenic Council has passed the torch to The Action Council - Building Healthy Communities, who will be the lead organizers for the annual march and post-march event honoring Martin Luther King, Jr. on Monday, January 15, 2024, from 8:00 a.m. to 6:00 p.m. This national holiday was established in 1986. The City of Seaside has co-sponsored the march and waived all fees and charges related to it since its inception.

The Action Council - Building healthy Communities is requesting a full fee waiver for costs associated with the 2024 march, including the use of the Oldemeyer Center auditorium and meeting rooms necessary for their post-march event. A Special Event Application was submitted for review by the Special Event Committee. The attached information details the specifics of this event.

FISCAL IMPACT

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

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

Laguna Grande Combo 10 Hours @ \$56.25	\$ 562.50
Room Rentals (Bayonet, Blackhorse, Seaside & Seahorse)	\$ 444.00
Special Event Application Fee	\$ 110.00
Non-Refundable Portion Deposit	\$ 98.25
Insurance	\$ 122.00
Police Fees	\$ 357.00
<u>Public Works Fees</u>	<u>\$4,325.42</u>
TOTAL	\$6,019.17

ATTACHMENTS

1. MLK 2024 March Fee Waiver & Special Event Application
2. MLK March & Celebration - Map 2024
3. Temporary Street Closure Policy- MLK March & Celebration 2024
4. 501(c)(3) Information - Action Council - Building Healthy Communities

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Action / Building Healthy Communities
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside State: CA
Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org

EVENT INFORMATION:

Event Title: MLK Day - Walk & Celebration / Program
Event Description: _____
Event Date: Jan. 15, 2024 Room(s) Requested: Laguna, Bayonet, Black Horse
Time (including set-up): 8am - 6pm Approximate Number of Guests: Seahorse & Seaside
open to public combo

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: City wide annual event in honor of Dr. MLK Jr.

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

What is your organization's tax identification number? on file

What percentage of your members or participants resides in Seaside? 80%

Is your organization based in Seaside? ☒ Yes ☐ No

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

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

Applicant Signature: _____

Date: Nov. 23, 2023

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



SEASIDE CALIFORNIA

Special Event Application

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

CONTACT INFORMATION:

Organization: Action Building Healthy Communities
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside State: CA
Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org
Day of Event Contact Name and Phone: Jan. 15, 2024 - Rosalyn - 831-901-9180

EVENT INFORMATION:

Event Title: MLK Day Annual March / Celebration / Ceremony

Event Category:

- | | | |
|--|---|---------------------------------|
| ☐ Athletic / Recreation | ☐ Concert / Performance | ☐ Circus |
| ☒ Celebration / Festival | ☒ Parade / March / Procession | ☐ Dance |
| ☐ Carnival | ☐ Other: _____ | |

Event Date and Time: 01.15.24
Setup: _____ Event Start: _____ Event End: _____ Clean up: _____

Event Location: Broadway → Fremont → Hilby to Oldemeyer
(MCSS office)

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

Annual MLK march starts on Broadway at the MC
Department of Social Service goes down to Fremont across
to Hilby to the Oldemeyer Center for a celebration
ceremony program & refreshments.

Number of Participants: open to public Event Benefiting: Community
Federal ID # (if applicable): _____

☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: _____ ☒ No



SEASIDE CALIFORNIA

Special Event Application

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

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? Serial media, Flyers and word of mouth... should be publicized via local news

Signs posted:

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|---------------------------------------|---------------------------------------|--|
| ☐ P.A. System | ☐ Generator(s) | ☐ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☒ Barricades |
| ☐ Other: <hr/> | | |

Will the event include music or live performances? ☒ Yes ☐ No

Will film, video, or photography be involved with the production of event? ☒ Yes ☐ No

Do you intend to sell food or beverage? ☐ Yes ☐ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise? ☐ Yes ☐ No

Number of Vendors?

 (For-profit vendors must have business license on file with the City)

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? ☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)* ☐ Yes ☒ No

Parking arrangements:



**SEASIDE
CALIFORNIA**

Special Event Application

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

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

Non-profit : grass root organizations along with
Seaside PD

Security Organization (if required - please attach security contract):

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Police, Fire & Public Works

Method of trash collection/disposal and provision for additional sanitary facilities:

Other pertinent information or special requests:

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: 

Date: Nov. 23, 2023



**SEASIDE
CALIFORNIA**

Special Event Application

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

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

**City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955**

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: Oct. NDV. 23. 2023



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____

Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: _____

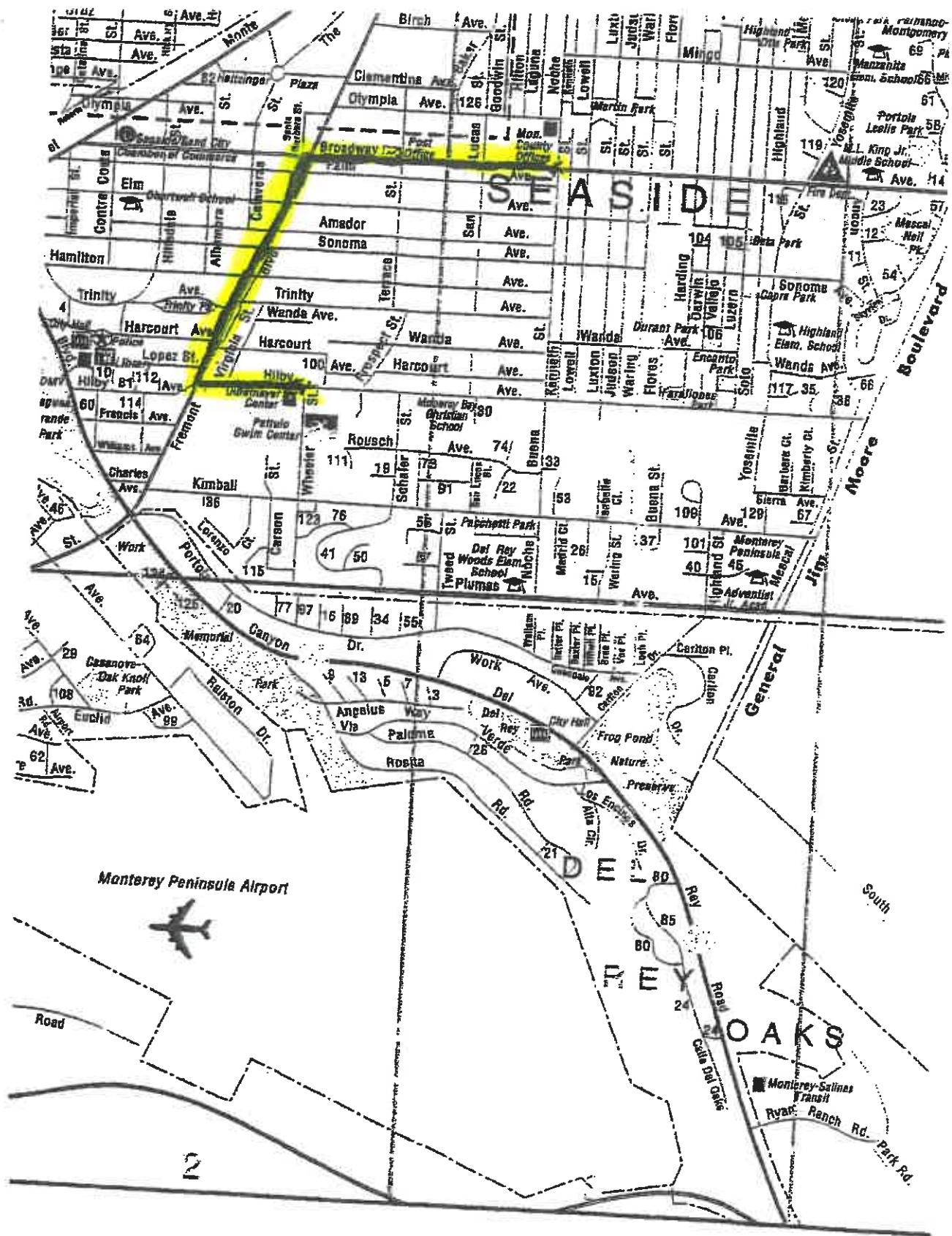
Date: NOV. 23, 2023

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____







SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION

ROOM: Laguna Bayonet, Black Horse, Seabreeze, Seaside combo

Organization: Action Building Healthy Communities

Name of Applicant: Rosalyn Green

Address: P.O. Box 327 City: Seaside Zip: 93955

Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org

Day of Event Contact Name and Phone: 01/15/24 - Rosalyn Green - 831-901-9180

☒ Resident ☐ Non-Resident

EVENT INFORMATION (Note: **BALLOONS ARE NOT ALLOWED**)

Event Title: Annual MLK Day March : Celebration Ceremony

*Please attach invitation or flyer if available.

Event Date: 01-15-24 Approximate Number of Guests: Community

Reservation Time (including set-up): 8am - 6pm Event Time: 6pm -

*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See page 4.

Special Instructions:

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

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

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

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

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

Applicant Signature: [Signature] Date: Nov. 23, 2023

(For Office Use Only)

Permit Fee: Authorized Agent: Date:

Note: Original to Parks & Recreation Department

Updated 08/23



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300

Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$160.00
Deposit	\$655.00	\$848.00
(Refundable)	(\$556.75)	(\$720.80)
Alcohol Deposit	\$638.00	\$827.00
(Refundable)	(\$414.70)	(\$537.55)

Liability Insurance: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40

Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50

Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70

Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60

Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100

Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$86.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

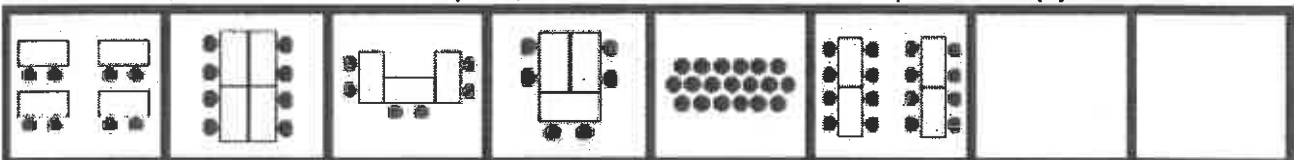
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





RULES, REGULATIONS & CONDITIONS OF USE

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



23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

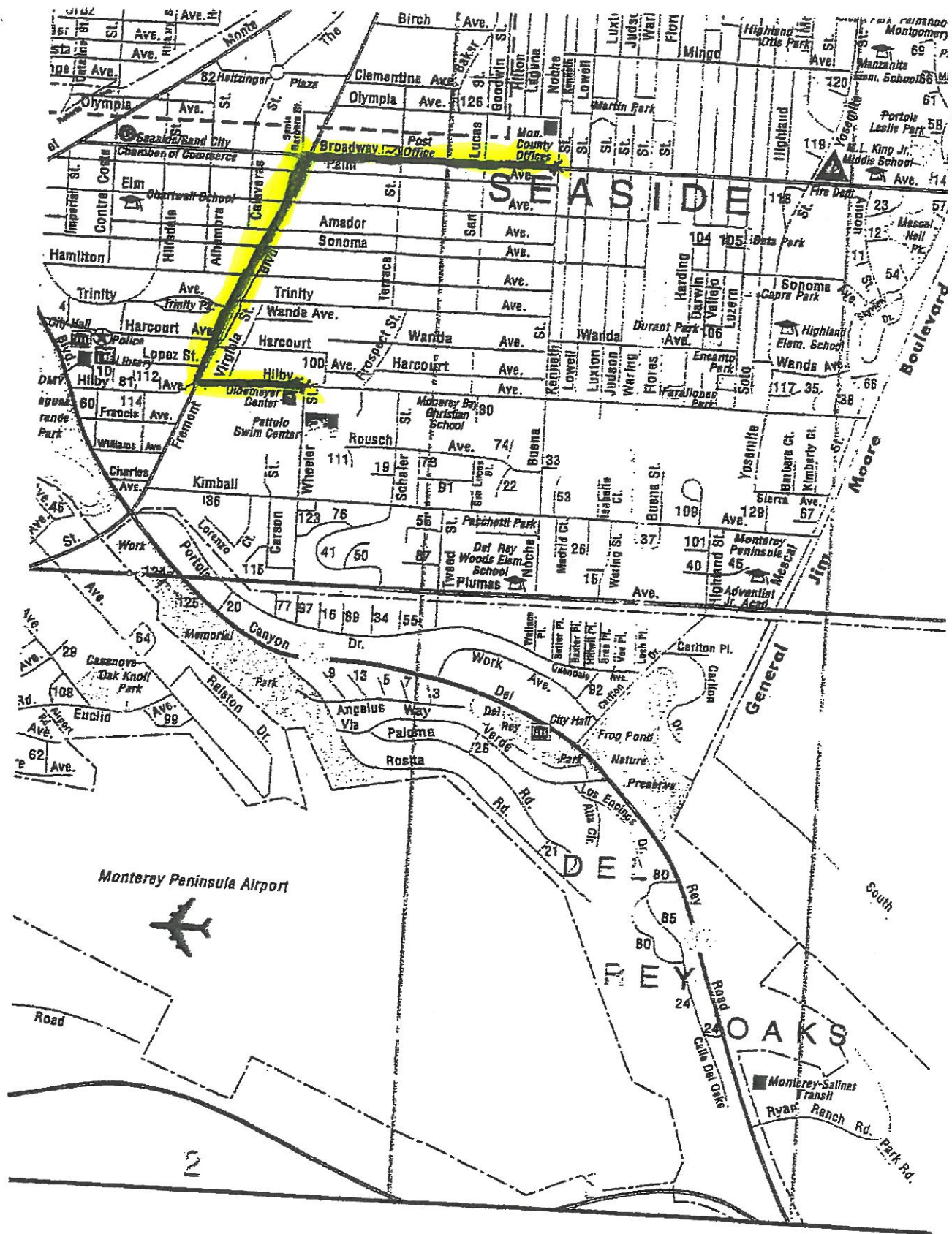
- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of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

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

Food Sales and Prohibited Goods & Materials:

- ❖ All food vendors within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ **The use of all types of balloons is prohibited at all City of Seaside parks and facilities.**

Initials: *RG*





TEMPORARY STREET CLOSURE POLICY

I. Purpose

- A. It is the policy of the City of Seaside to encourage neighborhood, business, and community activities that promote the health, welfare, safety, and harmony of its citizens. Temporary street closures for such activities will be authorized when those closures are not anticipated to cause harm to or be a significant disruption to the general public.
- B. The purpose of this policy to the define parameters under which requests for temporary street closures for community and special events will be considered and processed. Except as otherwise provided by law, it shall be unlawful to close any public street unless a Street Closing Permit has been issued by the City of Seaside in accordance with this policy.

II. Scope

This policy applies to all roads and streets in the City of Seaside road system.

- A. City Manager's Administrative Approval: The City Manager, with recommendation of City staff, is authorized to approve:
 - 1. City sponsored events and community events that occur on an annual or routine basis, and have been previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
 - 2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party).
- B. City Council Approval: City Council approval is required for:
 - 1. Special events of a non-routine nature;
 - 2. Events lasting longer than eight hours; and
 - 3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour.

III. Policy Criteria

- A. Disposition of Temporary Street Closure Requests is administrative in nature under the authority of the City Manager and the Seaside City Council.
- B. A notice of application for street closure must be distributed to residents and business affected by the potential closure sample form attached.
- C. Fire hydrants on the specified street closure shall not be obstructed by vehicles, temporary structures, tents or other obstacles that impede the fire departments ability to access the hydrant in the event of an emergency. A minimum of 20-foot unobstructed path must be maintained for emergency vehicle access to the street if the event is not a complete, hard closure. If the event plans on having a hard closure, both the fire and police departments must be made aware of the closure in advance so alternative routes of response can be planned. An Emergency Access plan must be submitted and approved by the Fire Department and Police Department.



- D. The applicant shall conduct all activities in such a manner that the health and safety of the public are not negatively impacted.
- E. Promptly following the conclusion of the event, the applicant shall clean the right-of-way equivalent to its condition prior to the temporary closure.
- F. Approval of the request is subject to other conditions that may be specified by the City Manager or City Council.
- G. Conditions considered for all street closures include (but are not limited to):
 - 1. Impact of the proposed closure on residents, occupants, or businesses.
 - 2. Impact of the proposed closure on the accessibility of emergency vehicles into the closure areas.
 - 3. Impact of the proposed closure on vehicular traffic such as circulation, site lines, traffic movement, and availability of alternate routes for traffic.
 - 4. Potential interference with commercial and business activities in the immediate vicinity.
 - 5. Conditions existing within the surrounding area that, when occurring in conjunction with a street closure, might create a hardship or an unnecessary inconvenience to the public or persons residing in the area.
- H. The applicant is responsible for all costs associated with establishing, running, or maintaining the closure, including reimbursing the City for any costs associated with the closure, unless a fee waiver is approved by the City Council.
- I. The proposed street closure must be compatible with the neighborhood / commercial area of the requested street or road.
- J. The location must be large enough for the anticipated the crowd capacity as determined by the City's Police Chief, Fire Chief, City Engineer, and Risk Manager.
- K. The temporary street closure shall be for a period less than eight (8) hours, including any set up time and breakdown time, unless approved by City Council.
- L. The City of Seaside maintains the right to cancel approval of the street closure at any time.
- M. The City reserves the right to limit the number of street closures in particular areas in order to limit disruption to residents and businesses.
- N. The City Manager will maintain and update the application and other forms to support this policy.

IV. Application Procedure

- A. The applicant shall submit a Seaside Application for Temporary Street Closing Permit at least 90 days prior to the date of the proposed street closure. Applications submitted less than 90 days cannot be guaranteed a response for approval or denial.
- B. A site map must be included with the application detailing a 20-foot emergency vehicle access lane through closure, or alternative emergency vehicle access in accordance with an approved Emergency Access Plan.



- C. All applicable documents shall be attached to the Application for Temporary Street Closing Permit (consult with City staff to determine which documents are required):
 - 1. Special Event Application;
 - 2. Detailed site map;
 - 3. Traffic control plan;
 - 4. Emergency Access Plan;
 - 5. Temporary detour plan;
 - 6. Petition with signatures of affected residents / businesses; and
 - 7. Proof of insurance.
- D. Incomplete applications will be denied.
- E. The City's Police Chief, Fire Chief, City Engineer, and Risk Manager will review application materials and make recommendations regarding the closure to the City Manager and/or City Council.
- F. In the event an application is denied by the City Manager, the applicant may appeal to the City Council.

V. Road Closure / Barricade Equipment:

- A. Barricade equipment is required and can be provided by the City. City Staff will contact the Maintenance & Utilities Superintendent to schedule the delivery of the barricade equipment.
- B. Barricades will be delivered by the Maintenance & Utilities Division the last working day before the event and will be picked up the first working day after the event.
- C. Depending on the proposed closure, the City may require City staff or a bonded and insured traffic control company to be responsible for opening and closing the roadway.

VI. Public Notification

- A. At the applicant's expense, and prior to approval of the potential closure, the City will notify all residents/tenants directly affected by the street closure and provide them with the means to comment on the proposed closure.
- B. At a minimum, notices will be distributed to all who live or own/manage businesses within a 500-foot radius of the event location.
- C. The applicant may submit a petition demonstrating support of the affected residences / businesses which may be accepted in lieu of the City's noticing process. Upon request, the City will provide the applicant of a list of businesses and residences within the 500-foot radius.



VII. Fees and Charges

- A. The applicant will be responsible for all applicable fees and costs associated with the street closure, including but not limited to:
 - 1. Public Noticing;
 - 2. Use of City barricades;
 - 3. Staff time to shut down and reopen the street;
 - 4. Permit fee as established by the City Council in the adopted fee schedule;
 - 5. Cost of any required traffic plans and Emergency Access Plans; and
 - 6. Police, Fire, and other staff time as deemed necessary by the City
- B. The City Council may waive the fees associated with street closures.

VIII. Additional Event Requirements

- A. No stakes or penetrations may be made through the street surface.
- B. No disposal of anything in storm sewers.
- C. Any marking on the street can be done in chalk or washable material. No paint or permanent markings can be used.
- D. No loud speaker system shall be used which is audible beyond the designated event location. Event organizers and guests shall be in compliance with public peace statutes and ordinances.
- E. Alcoholic beverages are prohibited on City streets or public right of way unless the applicant has obtained a permit from the City. Proof of ABC license must be submitted to the City prior to the event in accordance with the Special event application.
- F. If alcoholic beverages are dispensed, event organizers may be subject to criminal penalties if under-aged persons are consuming or possessing such beverages.

IX. Damages & Insurance

- A. Any person or persons to whom a Street Closing Permit has been issued shall be liable for any loss or damage to any City of Seaside property arising out of the issuance or exercise of said permit.
- B. As a condition to the issuance of any Street Closing Permit, the permittee or permittees may be required to provide insurance to indemnify the City from any and all damages and costs of litigation arising out of the issuance and use of such permit.
- C. As a condition to the issuance of any Street Closing Permit, the City may require the permittee to indemnify and hold the City harmless from any claims for damages arising out of the street closing.



February 2022

STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure

This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)

Noticing Date: Nov. 23, 2023

Name of Applicant: Rosalya Green

Name of the Event / Purpose of Closure: Annual MLK Day March - Celebration & Ceremony

Date of Closure: Jan. 15, 2024

Start Time of Closure: 11:00 am

End Time of Closure: 1-1:30 pm

Streets to be closed:

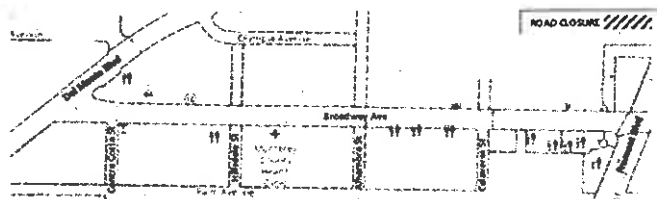
A: Broadway (MCDSS Office) from to Fremont

B: Fremont from to Hilby

C: Hilby from to Oldemeyer Center

Map of Closure:

Map of Street Closure:



To provide input on this application:

Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting

Provide public comment in person at the meeting.

Meeting Date/Time:

Meeting Information:



February 2022

TEMPORARY STREET CLOSURE APPLICATION**Applicant Information**

Name of Applicant: <u>Rosalyn Green</u>	Date: <u>Nov. 23, 2023</u>
Mailing Address: <u>P.O. Box 327</u>	City/ State: <u>Seaside CA</u>
Email: <u>rosalynbhc@actioncouncil.org</u>	Phone: <u>831-901-9180</u>

Street Closure Details

Name of the Event / Purpose of Closure: <u>MLK Day March</u>		
General Description: <u>Residents / Organizations walk/march in honor & remembrance of the civil rights movement and recognizing the holiday marked for MLK (birthday)</u>		
Event Start and End Time: <u>11:00am to approx 1:30 pm</u>	Estimated number of people in attendance: <u>open to public</u>	
Date of Event: <u>Jan 15, 2024</u>	Total Number of streets to be closed: <u>3</u>	
Will alcohol be served? <u>NO</u>	Will the event include live or amplified music? <u>yes</u>	
Streets to be closed (please attach a detailed site map of closure location):		
A: <u>Broadway (MCDSS office)</u> from to <u>Fremont</u>		
B: <u>Fremont</u> from to <u>Hilby</u>		
C: <u>Hilby</u> from to <u>Oldemeyer Center</u>		
Street close time:	Street opening time:	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?	☒ motorcycles will lead	
If yes, please explain why and provide their locations:		
Are you planning to hire a security company for the planned closure?	☒	
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature: <u>[Signature]</u>	Date: <u>Nov. 23, 2023</u>	

**For Official Use Only**

Engineering / Public Works Department		
Application Review Questions	Yes	No
Has the traffic control plan been submitted?		
Is the traffic control plan approved?		
Per the approved traffic control plan, is security being required for traffic control?		
Is the street closure application approved by the Engineering / Public Works Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Police Department		
Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?		
If yes, please identify the areas where security is required:		
Is the street closure application approved by the Police Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		



February 2022

Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?	Both Sides of Street ☒ NOT CLOSED	
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?	☒ Rolling Closures	
Is the street closure application approved by the Fire Dept?	☒ How long is the closure? EVENT STATES 11:00 - 1:30	
If no, what is the reason for denial:	TERRY Confirmed - Rolling Closures	
Is the street closure approved with conditions?	☒ Indicate length of time for closure	
If yes, what are the approval conditions?	Terry Confirmed - Rolling Closures	
Name of Dept. Head:	MARY Gutierrez	Title: FIRE CHIEF
Signature:	Mary F. Gutierrez 12/4/23	
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?		
If required, has the applicant submitted Liability Insurance?		
Is the street closure application approved by Risk Management?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Status of Application

The street closure request is: APPROVED _____ DENIED _____ DATE: _____

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____

Internal Revenue Service

Date: August 7, 2004

ACTION Council of Monterey County, Inc.
% Susan Crosson
369 S. Main St., Ste. 201
Salinas, CA 93901-2770

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

S. Katherine Converse 31-07823
Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

77-0357101

Dear Sir or Madam:

This is in response to your amendment to your organization's Articles of Incorporation filed with the state on April 29, 2004. We have updated our records to reflect the name change as indicated above.

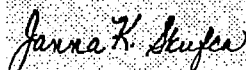
In May 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

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

DEPARTMENT OF THE TREASURY

Date:

DEC 14 1999

CHARITABLE COUNCIL OF MONTEREY
COUNTY
1000 S MAIN ST STE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101

DLN:

17053303709019

Contact Person:

REBECCA S BOWDEN

ID# 31183

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:

May 1995

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: **MAY 27 1994**

HUMAN SERVICES CHARITABLE COUNCIL
OF MONTEREY COUNTY
1000 SOUTH MAIN STREET SUITE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101
Case Number:
954119001
Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2289
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
Feb. 7, 1994
Advance Ruling Period Ends:
June 30, 1998

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Richard R. Orosco
District Director

Letter 1045 (DO/CG)

State of California

SECRETARY OF STATE

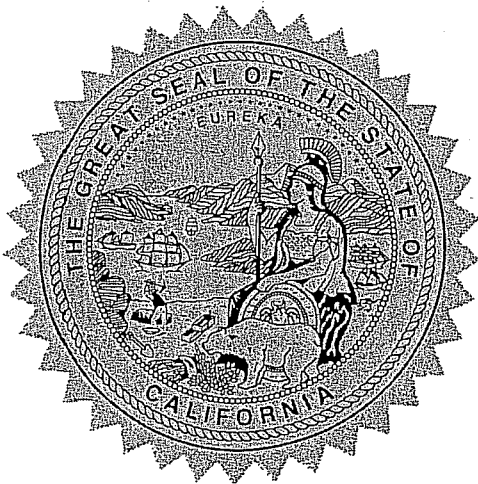
CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

OCT - 3 1996



Bill Jones

Secretary of State

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

SEP 26 1996


BILL JONES, Secretary of State

The undersigned certify that:

1. They are the president and the secretary, respectively, of Human Services Charitable Council of Monterey County, a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is:

Charitable Council of Monterey County.

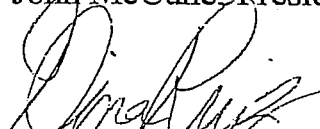
3. The foregoing amendment of Article of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 09/12/96



John McCune, President



Dina Ruiz, Secretary



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

P.O. BOX 1286

RANCHO CORDOVA, CA. 95741-1286

February 7, 1994

In reply refer to
340:G :JCA

HUMAN SERVICES CHARITABLE COUNCIL OF
MONTEREY COUNTY
STE 202
1000 S MAIN STREET
SALINAS CA 93901

Purpose : CHARITABLE
Code Section : 23701d
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number :

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012 (a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

February 7, 1994

HUMAN SERVICES CHARITABLE COUNCIL OF

Page 2

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Office of the Secretary of State and to the Registry of Charitable Trusts.

J AMAYA

EXEMPT ORGANIZATION UNIT

CORPORATION AUDIT SECTION

Telephone (916) 369-4171

EO :

cc: MARIE YOUNG



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
Patrick Grogan, Associate Engineer

DATE: December 21, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM DESIGN AND DESIGN SERVICES DURING CONSTRUCTION FOR THE SAN PABLO PEDESTRIAN BRIDGE DEMOLITION AND RECONSTRUCTION PROJECT FOR AN AMOUNT NOT TO EXCEED \$556,000.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Whitson Engineers to perform design and design services during construction for the San Pablo Pedestrian Bridge Demolition and Reconstruction Project for an amount not to exceed \$556,000.00.

BACKGROUND

The San Pablo Pedestrian Bridge, spanning San Pablo Avenue and connecting Lincoln-Cunningham Park with Manzanita-Stuart Park, was assessed by a structural engineer in December 2022. The results of the assessment were presented to the City Council during the April 6, 2023 regular meeting. Significant structural problems were observed, and it was concluded that the bridge had exceeded its useful life, and required replacement due to safety issues. The entrances to the bridge have been barricaded, and detour signs posted since the assessment was performed in December 2022.

This project is included in the fiscal year 2023/24 budget and capital program. The project was intended to have a registered Structural Engineer design the demolition of the bridge and existing abutments, as well as design the replacement pedestrian bridge, and provide construction services during the project.

Staff need the assistance of an engineering firm to perform design and construction phase services. The City requested a proposal from Whitson Engineers and their subcontractor Consor Engineering to: perform surveying and prepare plans, specifications, and cost estimate for the removal of the existing bridge; perform supplemental surveying as needed, perform a geotechnical investigation, design the foundations, abutments, and structure of the replacement pedestrian bridge, prepare the project's CEQA documents, participate in public outreach and presentations, prepare the site civil design, and prepare the project's Storm Water Control Plan; and provide construction phase services during the demolition of the existing structure. Staff have reviewed the proposal and find the scope and fee acceptable.

Staff recommend the City Council adopt a resolution (attachment 1) authorizing the City Manager to execute a professional services agreement (attachment 2) with Whitson Engineers to perform the previously mentioned services for the San Pablo Pedestrian Bridge Demolition and Reconstruction Project for an amount not to exceed \$556,000.00 and amendments up to an additional \$55,600.00 to the agreement for design and design services during construction.

FISCAL IMPACT

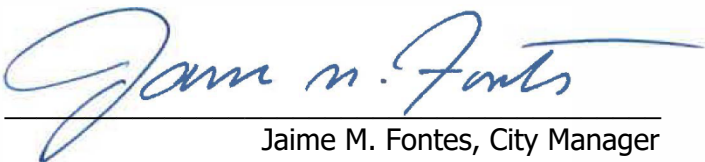
The San Pablo Pedestrian Bridge Demolition and Reconstruction Project is funded from the Capital Project account. no. 342-8910-9575 which has \$750,000.00 available to date.

The professional services agreement with Whitson Engineers to perform design and design services during construction services for the Project is for an amount not to exceed of \$556,000.00. A 10% contingency brings the total amount to perform the services to \$611,600.00.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM DESIGN AND DESIGN SERVICES DURING CONSTRUCTION FOR THE SAN PABLO PEDESTRIAN BRIDGE DEMOLITION AND RECONSTRUCTION PROJECT FOR AN AMOUNT NOT TO EXCEED \$556,000.00

WHEREAS, A structural assessment of the San Pablo Pedestrian Bridge was performed by a Structural Engineer in December of 2022; and

WHEREAS, the assessment found that the San Pablo Pedestrian Bridge is in poor condition, and has exceeded its useful service life; and

WHEREAS, the project is included in the fiscal year 2023/24 budget and capital program; and

WHEREAS, funds from the General Fund were allocated for this project in account no. 342-8910-9575 in the amount of \$750,000.00; and

WHEREAS, the project includes the removal of the existing bridge structure, foundation, and abutments, as well as the design of the ADA compliant hillside pedestrian pathway, replacement bridge structure, foundation, and abutments; and

WHEREAS, staff requested a proposal from Whitson Engineers to: perform surveying and prepare plans and specifications for the removal of the existing bridge; perform supplemental surveying as needed, perform a geotechnical investigation, design the foundations, abutments, and structure of the replacement pedestrian bridge, prepare the project's CEQA documents, participate in public outreach and presentations, prepare the site civil design, and prepare the project's Storm Water Control Plan; and provide construction phase services during the demolition of the existing structure; and

WHEREAS, Whitson Engineers submitted a proposal to perform the aforementioned services for the San Pablo Pedestrian Bridge Demolition and Reconstruction Project in the amount of \$556,000.00; and

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

WHEREAS, an amount of \$55,600.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Whitson Engineers to perform design and design services during construction for the San Pablo Pedestrian Bridge Demolition and Reconstruction Project for an amount not to exceed \$556,000.00 and written amendments such that the total agreement does not exceed \$611,600.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of December, 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
SAN PABLO PEDESTRIAN BRIDGE DEMOLITION AND
RECONSTRUCTION**

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

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, 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 FIVE HUNDRED FIFTY SIX THOUSAND dollars (\$556,000.00) 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, Nathaniel Milam, PE shall be the Project Manager and Engineer of Record for the services described in this Agreement.

The consultant 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 Nathaniel Milam, PE 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, PE, PLS, QSD
Principal

Date: 12/14/2023

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date:_____

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

EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL

December 4, 2023

Project No.: 2071.37

Patrick Grogan
City of Seaside, Public Works Engineering
440 Harcourt Ave.
Seaside, CA 93955

Via email: PGrogan@ci.seaside.ca.us

**Re: San Pablo Pedestrian Overcrossing – Design Phase
Proposal for Land Surveying, Engineering and Environmental Services**

Dear Mr. Grogan:

Thank you for the opportunity to make this proposal. We understand that the City requests us to prepare Plans, Specifications and Estimate (PS&E) for two phases of work on the existing San Pablo Pedestrian Overcrossing bridge. Phase 1 would demolish the existing bridge and Phase 2 would construct the replacement bridge. We understand the bridge demolition is desired as soon as possible, while Phase 2 would occur once funding is allocated in the future.

We therefore propose the following scope of work:

SCOPE OF SERVICES

PHASE 1 DESIGN – BRIDGE DEMOLITION

Land Surveying

1. Expand previously obtained aerial mapping to include a portion of Manzanita-Stewart Park, to encompass the walkway connections from the bridge to San Pablo Avenue and the park play area. Mapping will be at a scale of 1" = 20' with a 1 foot contour interval, scattered spot elevations, and all visible plan features and utility covers. The mapping limits are shown in the attached Survey Limits exhibit.
2. Perform supplemental surveying as needed to support the design effort. We have included an allowance of 4 hours of field surveying for Phase 1.

Design Phase

3. Our subconsultant, Consor, will prepare Plans, Specifications and Estimate (PS&E) for bridge removal, as outlined in their proposal.

San Pablo Pedestrian Overcrossing – Construction Documents

PHASE 2 DESIGN – NEW BRIDGE

Land Surveying

1. Perform supplemental surveying as needed to support the design effort. We have included an allowance of 12 hours of field surveying for Phase 2.

Design Phase

2. Our subconsultant, Consor, will prepare Plans, Specifications and Estimate (PS&E) for the new bridge, abutments and foundation, as outlined in their proposal. The bridge structure is anticipated to be a prefabricated metal or wood bridge. Consor's bridge plan sheets are anticipated to include:
 - A. General Plan
 - B. Foundation Plan
 - C. Abutment Layout
 - D. Abutment Details
 - E. Typical Section
 - F. Miscellaneous Details
 - G. Log of Test Borings
3. Consor will also prepare, via its subconsultants, the project's CEQA document (anticipated to be an IS/MND) and geotechnical report (Foundation Report).
4. Whitson Engineers will prepare the site civil design PS&E for the project. Whitson Engineers' plan sheets are anticipated to include:
 - H. Title Sheet
 - I. Temporary Water Pollution Control Plan
 - J. Demolition Plan
 - K. Grading and Drainage Plan
 - L. Civil Site Details
 - M. Utility Plan
5. Whitson Engineers will prepare the project's Storm Water Control Plan (SWCP) and Operation and Maintenance Plan (OMP) in the event Stormwater Control Measures (SCMs) are proposed.
6. Consor and Whitson Engineers will participate in Public Outreach activities with the city. We have budgeted for the following meetings, as outlined in Consor's proposal:
 - a. Two public meetings (City Council & Architectural Review Board)
 - b. One public information meeting at the project site

Assumptions

1. City will provide all available record drawings prior to the beginning of work.
2. Phase 1 work will demolish the bridge and foundation only; limited demolition of site improvements is anticipated in Phase 1.
3. No utility relocation design will be required, other than, potentially, on-site water and storm drains to accommodate Phase 2 work.
4. Phase 1 work not be subject to Stormwater Post Construction Requirements (PCRs). Phase 2 is assumed to be subject to PCRs 1 and 2. Bioretention ponds are assumed to be implemented to mitigate runoff from the project's impervious area.
5. No easements or other right of way acquisition will be required.
6. No public outreach is required during these phases of work; or if it is required, it will be provided by Others.

San Pablo Pedestrian Overcrossing – Construction Documents

7. Other assumptions as listed in Consor's proposal.

Exclusions

The following work is specifically excluded from the Engineer's Scope of Services:

1. Attendance of public outreach meetings or city council or board meetings
2. Underground utility locating
3. Plan revisions to address excessive third party plan check comments or Constructability Review / Value Engineering comments.
4. Construction phase services
5. Other exclusions as listed in Consor's proposal.

PAYMENT AND PROVISIONS:

Our estimated fees for the services described in the above Scope of Services are:

Phase 1 Design	\$69,000
Phase 1 Bid and Construction Support	\$19,000
Phase 2 65% Design	\$347,000
Phase 2 100% Design	\$105,000
Phase 2 Bid Support	\$16,000
Total	\$556,000

We additionally recommend a budget of \$80,000 for construction phase design support for Phase 2. This budget is provided for project budgeting purposes only and is not included in our proposed contract amount above.

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.

Sincerely,



Nathaniel Milam, PE, QSD
Senior Civil Engineer

For Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

Limits of Expanded Aerial Survey



San Pablo Pedestrian Overcrossing – Design Phase										
Time and Materials Estimate										
12/4/2023 NDM T43										
Phase 1 - Bridge Demolition - Construction Documents										
		PE	SCE	SLS	AE	AE2	1P	2P	Totals	
	Rate:	\$ 250	\$ 205	\$ 205	\$ 155	\$ 135	\$ 220	\$ 370	Hours	Cost
1	Expand Aerial Survey (subconsultant)								0	\$ -
2	Supplemental Surveying			4			4		8	\$ 1,700
3	Bridge Demolition PS&E (subconsultant)								0	\$ -
--	Site Visit		4						4	\$ 820
--	PDT Meetings (Allowance)		16						16	\$ 3,280
--	Project Management, QA/QC		8						8	\$ 1,640
	Subtotal:	0	28	4	0	0	4	0	36	\$ 7,440
										Professional Personnel Estimate:
										\$ 7,440
										Subconsultant - Aerial Photomapping Services:
										\$ 550
										Subconsultant - Consor:
										\$ 55,000
										10% Administrative Fee:
										\$ 5,555
										Reimbursable Expenses Budget:
										\$ 455
										Total Estimate:
										\$ 69,000
Phase 1 - Bridge Demolition - Bid and Construction Support										
		PE	SCE	SLS	AE	AE2	1P	2P	Totals	
	Rate:	\$ 250	\$ 205	\$ 205	\$ 155	\$ 135	\$ 220	\$ 370	Hours	Cost
--	Bid and Construction Support (Allowance - Whitson)								0	\$ 5,065
--	Bid and Construction Support (Allowance - Consor)								0	\$ 12,668
	Subtotal:	0	0	0	0	0	0	0	0	\$ 17,733
										10% Administrative Fee:
										\$ 1,267
										Total Estimate:
										\$ 19,000
Phase 2 - New Bridge - Construction Documents										
		PE	SCE	SLS	AE	AE2	1P	2P	Totals	
	Rate:	\$ 250	\$ 205	\$ 205	\$ 155	\$ 135	\$ 220	\$ 370	Hours	Cost
1	Supplemental Surveying		4	4	4		8	4	24	\$ 5,500
2	Bridge PS&E (subconsultant)								0	\$ -
3	CEQA Doc and Geotechnical Report (subconsultant)								0	\$ -
4	Civil Site PS&E - Plans		40		160				200	\$ 33,000
4	Civil Site PS&E - Specs		40		40				80	\$ 14,400
4	Civil Site PS&E - Estimate		8		16				24	\$ 4,120
5.1	Storm Water Control Plan (SWCP)		4		16				20	\$ 3,300
5.2	Storm Water O&M Plan (OMP)		1		8				9	\$ 1,445
6	Public Outreach		16		16				32	\$ 5,760
--	Site Visit		4		4				8	\$ 1,440
--	PDT Meetings (Allowance)		24		56				80	\$ 13,600
--	Project Management, QA/QC	8	40		16				64	\$ 12,680
	Subtotal:	8	181	4	336	0	8	4	541	\$ 95,245
										Professional Personnel Estimate:
										\$ 95,245
										Professional Personnel Estimate (65% Design):
										\$ 66,672
										Professional Personnel Estimate (100% Design):
										\$ 28,574
										Subconsultant - Aerial Photomapping Services:
										\$ -
										Subconsultant - Consor:
										\$ 323,982
										Consor Estimate (65% Design):
										\$ 254,692
										Consor Estimate (100% Design):
										\$ 69,290
										10% Administrative Fee:
										\$ 32,398
										Reimbursable Expenses Budget:
										\$ 375
										Total Estimate:
										\$ 452,000
Phase 2 - New Bridge - Bid Support										
		PE	SCE	SLS	AE	AE2	1P	2P	Totals	
	Rate:	\$ 250	\$ 205	\$ 205	\$ 155	\$ 135	\$ 220	\$ 370	Hours	Cost
--	Bid Support (Allowance - Whitson)								0	\$ 9,235
--	Bid Support (Allowance - Consor)								0	\$ 6,150
	Subtotal:	0	0	0	0	0	0	0	0	\$ 15,385
										10% Administrative Fee:
										\$ 615
										Total Estimate:
										\$ 16,000
										Total Estimate:
										\$556,000
										Whitson Labor Subtotal
										\$ 116,985
										APS Subtotal
										\$ 550
										Consor Subtotal
										\$ 397,800
										10% Admin Fee Subtotal
										\$ 39,835
										Whitson Expenses Subtotal
										\$ 830
										Total
										\$ 556,000

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 250.00
Senior Civil Engineer	\$ 205.00
Senior Land Surveyor	\$ 205.00
Civil Engineer	\$ 185.00
Land Surveyor	\$ 185.00
Senior Associate Engineer / Surveyor	\$ 175.00
Associate Engineer / Surveyor	\$ 155.00
Assistant Engineer / Surveyor	\$ 135.00
Senior Engineering / Survey Technician	\$ 130.00
Engineering / Survey Technician	\$ 125.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00

Field Surveying*

One Person Survey Crew (Prevailing Wage)	\$ 220.00
Two Person Survey Crew (Prevailing Wage)	\$ 370.00

Reimbursables

Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 15%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2023

#43

December 3, 2023

Mr. Nathaniel Milam
Senior Civil Engineer
Whitson Engineers
6 Harris Court
Monterey, CA 93940

RE: Scope of Work and Cost Proposal for Cunningham Park POC Bridge Replacement Project

Dear Mr. Milam,

Consor North America, Inc (Consor) Consor North America, Inc (Consor) is pleased to provide you with the requested scope and fee estimate for engineering services related to the Cunningham Park Pedestrian Bridge in the City of Seaside.

Whitson Engineers requested Consor develop a scope and fee for the removal of the existing pedestrian overcrossing and the design of a new replacement pedestrian overcrossing to be constructed in the same location as the existing structure. A recent inspection conducted by Consor determined that the existing bridge is in poor condition and should remain closed to pedestrian and bicycle traffic, with the intent to remove and replace the bridge as soon as possible.

Consor will provide the engineering services as provided in the attached scope of work for a not to exceed amount of \$397,800. It is anticipated these services will be administered through a new subcontract with Whitson Engineers. A detailed scope of work and proposed cost breakdown is enclosed.

Additionally, we understand that the scope and fee for providing construction support of the new bridge will be developed later once the 100% PS&E is complete. For budgeting purposes, we recommend a preliminary budget of \$40,000 for providing construction support.

Should you have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,
Consor North America



Scott McCauley, PE Project Manager
530-400-2946 | scott.mccauley@consoreng.com

SCOPE OF WORK

Consor North America, Inc (Consor) provides the following Scope of Services and attached Fee (Exhibit – A) to provide Preliminary and Final Engineering Services in support of Whitson Engineering's (Whitson) work to replace the Cunningham Park Pedestrian Overcrossing bridge with the City of Seaside (City). The scope of work provided below includes effort to develop PS&E for the removal of the existing superstructure and development of the plans, specification, and construction cost estimate of a new replacement pedestrian bridge. It is understood that scope of work and associated fee for construction support services will be developed after final PS&E is delivered for the new bridge. Below is a list of itemized tasks that includes anticipated scope and deliverables.

TASK 1 – PROJECT MANAGEMENT

Task 1.1 - Project Management and Coordination

Consor will coordinate with Whitson, the City, and the environmental and geotechnical subconsultants to ensure the project stays on track. Consor will provide monthly invoices and project status reports to communicate progress.

Task 1.2 - Project Development Team Meetings

Consor will lead a teleconference kick-off meeting with the City, Whitson, and subconsultants to review and clarify the Scope of Work. Consor's Project Manager and Project Engineer will be present at the meeting.

Consor will attend monthly project team videoconference meetings with Whitson and other project team members to discuss project status and development. Sixteen (16) one- hour teleconference meetings have been assumed.

Task 1 Products:

- Monthly invoices and Progress Reports
- Project Kick-off Meeting
- Sixteen (16) 1-hour teleconference meetings

TASK 2 - UTILITY COORDINATION

It is mutually understood that Whitson will provide necessary survey services to identify utility locations.

Task 2.1 – Utility Coordination

Consor will provide communication and coordination with PG&E and other utility companies during the preliminary and final design process. Consor will coordinate with Whitson to determine which existing utilities are in conflict for the project based on the information obtained from the various affected utilities and the surveys.

Consor will follow the Caltrans utility relocation process and develop "B" letters, Notice to Owner (NTO) letters ("C" letters), and Reports of Investigations (ROI). Communications with utility owners will be documented in a correspondence log. Utilities identified will be shown on the plans and will serve as the basis for the utilities present at the site that are in potential conflict during construction. For this task, it is assumed the City will provide all previous utility correspondence including conflict maps previously obtained for the project. A total of 60 hours has been assumed for this task.

TASK 3 - BRIDGE REMOVAL PS&E

Consor will develop demolition plans and specifications for traffic control and the removal of the existing bridge superstructure. For this task, It is assumed the existing abutments will remain until the new bridge is constructed.

Task 3.1 – Bridge Removal Plans

Consor will prepare draft bridge removal plans using Civil 3D and Consor drafting standards. The following plan sheets are anticipated; the actual number of sheets may vary.

- Title Sheet
- Bridge Removal Plan
- Traffic Control Plan

Task 3.2 – Bridge Removal Technical Specifications

Project technical specifications will be developed based on Caltrans 2022 Standard Specifications and Standard Plans. Consor will produce the technical special provisions based on Caltrans “Standard Special Provisions” (SSP) templates. Consor will develop applicable technical specifications for the bridge removal specific items of work. A full Project Specification Package including Notice to Bidders, bid book, City specific Special Provisions based on City “Boiler Plates” and Caltrans Revised Standard Specifications is assumed to be developed by the City or others.

Task 3.3 – Bridge Removal Cost Estimate

Consor will develop an engineer’s opinion of probable construction costs for the bridge demolition and removal. Costs will be developed based on approximate square footage estimates and include appropriate contingency factors.

Task 3.4 – Draft Bridge Removal PS&E

Consor will compile the draft repair plans, draft technical specifications, and draft cost estimate and submit to the City for review and comment. Plans will be submitted in scalable full size pdf format. Draft technical specifications will be submitted in Microsoft word format. The cost estimate will be submitted in 8.5x11 pdf format.

Task 3.5 – Quality Control and Quality Assurance

As an integral part of the Consor QA/QC Program, a senior level engineer will review the draft plans, special provisions, and cost estimate for uniformity, compatibility, and constructability as well as conformance with the federal/state program requirements. For this task, it is assumed that the City will provide the draft project specification package and any other necessary documents or plans for the QAQC review.

Task 3.6 – Final Bridge Removal PS&E

Upon receiving City comments and the QAQC comments on the Draft PS&E, Consor will incorporate any necessary changes. Consor will submit the final PS&E package consisting of the final signed project plans, technical specifications, and cost estimate.

Task 3 Products:

- Draft & Final Plans (pdf)
- Draft & Final Technical Special Provisions (word doc)
- Draft & Final Cost Estimate (pdf)

TASK 4 – ENVIRONMENTAL CEQA DOCUMENT

Task 4.1 – CEQA Document for Existing Bridge Demolition and Removal (City)

For the Bridge Demolition and Removal, it is mutually understood that the City will prepare and submit the necessary documentation to obtain CEQA clearance for the demolition. It is assumed the bridge and demolition project will be classified as Categorically Exempt from CEQA.

Task 4.2 – CEQA Document for New Bridge (SWCA)

It is mutually understood that the effort performed in this task will be done by SWCA, a subconsultant. Consor will assist SWCA in preparing necessary plans and quantities needed for the document.

Based on SWCA's knowledge of the proposed project, it is assumed that an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) will likely be the appropriate CEQA document. SWCA will prepare the IS/MND using the City's preferred format as the lead agency. It is also understood that the City will be responsible for the public noticing and attendance at any public hearing. SWCA will be responsible for publishing the environmental documents and any document revisions after public review, preparation of the final MND. In the unlikely event that it should become apparent during environmental evaluation that an Environmental Impact Report (EIR) is needed, the City will be immediately notified for appropriate action.

Task 4.2 Products:

- Draft & Final ISMND (pdf)

TASK 5 – BRIDGE REMOVAL BID ASSISTANCE AND CONSTRUCTION SUPPORT**Task 5.1 – Bid Assistance for Bridge Removal**

Consor will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the City to obtain bids. When the construction bids are opened, Consor will be available to provide analysis and recommendations concerning award of the contract. Consor will attend (1) pre-construction meeting via conference call.

Task 5.2 – Construction Support for Bridge Removal

Consor will respond to Requests for Information from the contractor. Consor will be available to support the Construction Management Team and will provide comments to the RE for inclusion in their review prior to submitting back to the Contractor. If clarification is needed for authorization further coordination can be provided. Consor will review and comment on submittals until authorized.

TASK 6 – PRELIMINARY DESIGN FOR NEW BRIDGE

Consor will work with Whitson and project subconsultants to layout the pedestrian bridge and confirm the project's preliminary findings.

Task 6.1 – Site Visit

A site visit will be conducted to observe the current condition of the bridge site and identify key features (utilities, existing infrastructure etc.). The site visit will be attended by the Project Manager, Project Engineer, and Design Engineer who will be involved with the development of structure plans.

Task 6.2 – Preliminary Engineering

Consor will prepare an Advanced Planning Study (APS) for the proposed crossing. The bridge will be a single span supported on concrete abutments. We understand the City prefers the new superstructure to be a prefabricated steel truss bridge (Contech or similar style bridge). Consor will prepare an Advance Planning Study (APS) sheet for up to (2) two alternatives utilizing AutoCAD Civil 3D and Consor Drafting Standards. The APS will show the preliminary bridge layout, one elevation, one plan view of the bridge and two typical sections. Consor will coordinate with prefabricated bridge manufacturers to obtain preliminary costs for each option. It is anticipated that the geotechnical consultant will provide recommendations for the foundations based on loading provided by Consor and the prefabricated bridge manufacturers.

Task 6.3 – Type Selection Report Memorandum

Preliminary Engineering will culminate with the development of a Type Selection Memorandum (TS Memo) that will summarize the findings of the evaluation and present a recommendation for the most appropriate bridge type. The TS Memo will briefly summarize how each alternative is impacted by the bridge layout, geotechnical conditions, trail alignment, trail profile, environmental constraints, aesthetics, seismic impacts, constructability, and cost as well as Consor's recommendation on the preferred alternative. The TS Memo will include the APS drawing and general plan level cost estimates as attachments.

Task 6 Products:

- Draft & Final TS Memo (pdf)
- 2 APS Bridge Drawings (pdf)
- 1 APS Retaining Wall Drawing (pdf)
- 1 Aesthetics Exhibit Drawing (pdf)

Consor will submit the TS Memo to Whitson and the City for review and comment. A videoconference meeting with the City will be held to discuss the comments and potential responses. Once comments have been addressed, Consor will submit the TS Memo to the City for approval. Once approved, the TS memo will serve to document the decision-making process and serve as the basis for final design.

Task 6.4 - Public Outreach

Consor will attend up to (2) two City Council meetings to present and discuss the two bridge alternatives evaluated in Task 2. Attendance for this meeting is assumed to be done by videoconference. Prior to the meetings, Consor will prepare a slide deck in Microsoft PowerPoint to assist in the presentation.

Consor will also attend a public information meeting at the bridge location. It is assumed the City will host the meeting, including sending out advanced notices to the public and moderating the meeting. Consor will assist the City with presenting the bridge alternatives and answering questions raised by the public in attendance.

Scope for this task assumes the following:

- The new bridge alternatives will be single span, 95' x 14' prefabricated bridge on CIP concrete abutments and will be along the same alignment as existing bridge

TASK 7 – GEOTECHNICAL ENGINEERING

It is mutually understood that the effort performed in this task will be done by Crawford & Associates (Crawford), a subconsultant.

Task 7.1 -Project Design Team Meetings and Management

Crawford will provide project management and allowance for a Senior Project Manager to attend the kick-off meeting and up to three Project Design Team meetings (via video conference or telephone) to address geotechnical design elements of the project.

Task 7.2 - Foundation Report**Task 7.2.1 - Coordination, Obtain Permits and Mark for USA**

For this task Crawford will:

- Determine exploration locations, determine site access, and mark our exploration locations for USA North 811; and
- Obtain a Monterey County Health Department Permit for our borings; and
- Obtain a City of Seaside Encroachment Permit (permit fee and bond requirements waived).

Task 7.2.2 - Subsurface Exploration

Crawford will drill, log, and sample two borings (one at/near each abutment) to depths ranging from 55 to 85 feet deep to characterize the subsurface foundation conditions for the bridge structure. Site access to each abutment appears readily

available for a drill rig. Field exploration is expected to not require temporary detours for pedestrians as the bridge is currently closed.

Additionally, Crawford will supplement the sampled boring data with shallow soil probes along the existing retaining walls at the toe of the abutments to help correlate near-surface soils and evaluate foundation support conditions.

The drilling contractor will advance borings with a rubber-tired, truck or track mounted drill rig using 6 to 8-inch-diameter hollow, solid stem augers, and/or rotary wash methods. Standard Penetration Testing (SPT) and California Modified sampling will be performed within borings to obtain samples and blow count information. A Crawford engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to the laboratory for strength and classification testing. Surface and groundwater conditions will be noted where encountered. Traffic control will consist of placing a Should Work Ahead signs and safety cones at each end of the bridge path. The borings will be backfilled per County requirements.

Task 7.2.3 - Laboratory Testing

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

- Moisture Content and Unit Weight for bearing capacity and lateral capacity;
- Unconfined Compression and/or Direct Shear testing, for bearing resistance and lateral capacity;
- Sieve Analysis and Plasticity Index for soil classification;
- Resistivity, pH, Sulfate Content, and Chloride Content for soil corrosivity analysis; and
- Resistance Value (R-value) for pavement design (if needed).

Task 7.2.4 - Engineering Evaluation and Analysis

Crawford will perform engineering evaluation and analysis (using computer software where applicable) for the following: bearing resistance; lateral capacity; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); lateral earth pressures and coefficient of friction to resist sliding; liquefaction potential and downdrag; retaining wall bearing capacity, settlement, minimum installation depth; flexible and rigid pavements; and soil corrosivity.

Task 7.2.5 - Foundation Report

Crawford will prepare a Foundation Report (FR) for the bridge structure (consistent with current Caltrans guidelines/format) for review and comment by the design team. The report will provide a site/project description, summarize site geology, subsurface exploration and field and laboratory soil tests, and include a "Log of Test Borings" (LOTB) drawing. Earth materials and foundation conditions will be discussed including seismic criteria and the design ARS curve. The report will discuss structure foundation conditions/constraints, recommended type, loading of bridge foundation elements, retaining wall foundation recommendations, and include construction considerations. The report will also include/address approach roadway site preparation and grading.

Following receipt of all Draft FR review comments, Crawford will prepare and submit a Final FR incorporating the comments as necessary. The FR will be submitted electronically as a PDF file.

Task 7.2 Products:

- Draft & Final Foundation Report (pdf)
- LOTB drawing (pdf)

Task 7.3 - Lead and Asbestos Testing

To perform the environmental screening outlined above, Crawford will perform the following tasks:

- Soil Sample Collection: Soil samples will be collected from four locations adjacent to the corners of the bridge, two locations adjacent to the southern abutment and two locations adjacent to the northern abutment. At each sample

location grab soil samples will be collected from 0 to 6 inches, 12 to 18 inches, and 24 to 30 inches below ground surface. Soil samples will be collected using a hand auger; power equipment will not be used to collect the soil samples. Sampling equipment will be cleaned between each sample location using a weak detergent solution, and then rinsed with clean, potable water. Cleaning and rinse water will be disposed of at the site, away from drain inlets, waterways, and environmentally sensitive areas. Following sample collection, the borings will be backfilled with adjacent native material to return the borings to original grade. Soil samples will be placed in clean containers supplied by the laboratory. The samples will be labeled with a unique identifying name, entered onto a chain-of-custody, and transported to an ELAP-accredited laboratory for analysis.

- Soil Sample Analysis: All 12 soil samples will be analyzed for total lead using EPA Method 6010. Samples with lead concentrations ≥ 50 milligrams/kilogram will be further analyzed for soluble lead (using both the WET and TCLP methods); for budgeting purposes we assume 30% (4 samples) will require the additional soluble lead analyses. One sample from each abutment will be analyzed for pH (EPA Method 9045).
- Crawford will contract with National Analytical Laboratories, Inc. (NAL) to inspect the bridge for asbestos and ACCM. NAL will also screen the bridge paint system for lead-based paint.
- Memorandum: The memorandum will include, but not necessarily be limited to, the following:
 - Description of the sample collection methodology;
 - Tables summarizing the analytical results;
 - Map showing the sample collection locations;
 - Findings and Conclusions: comparison of analytical results to hazardous waste limits and a summary of potential impacts to the project; and
 - Recommendations for additional assessment, if warranted by the findings.

Task 7.3 Products:

- Draft & Final Lead & Asbestos Memorandum (pdf)

Task 7.4 -Plan Review and Consultation

Crawford will provide consultation on geotechnical topics and perform a geotechnical review of the preliminary plans (30% or 90%) and final (100%) plans/specifications and provide comments to the design team.

Crawford assumes the following:

- No contaminated soil or groundwater issues are present that would require containment of the geotechnical drill cuttings; drill cuttings will be spread on-site.
- The explorations will be backfilled per the environmental health permit.
- Access and/or rights-of-entry will be provided to private properties (if needed).
- Permits other than the City encroachment permit and County boring permit will not be required.
- The City will issue a no-fee encroachment permit.
- The report will not be subject to Caltrans review process and our scope does not include responses to Caltrans comments.
- A borrow site evaluation is not included.

TASK 8 - 65% DESIGN**Task 8.1 - Bridge Design**

The bridge substructure design will be done by a licensed engineer in accordance with Load Resistance Factor Design following AASHTO's "LRFD Guide Specifications for the Design of Pedestrian Bridges" Dated December 2009 with 2015 Interim Revisions supplemented by "LRFD Bridge Specifications" 8th Edition with the California Amendments (AASHTO LRFD Bridge Design

Specifications). For seismic design, Caltrans “Seismic Design Criteria (Version 2.0)” will be followed. Other references that Consor will follow are Caltrans Division of Structures “Bridge Memo to Designers”, “Bridge Design Memos”, “Structure Technical Policies”, “Bridge Design Aids”, and “Bridge Design Details”.

Consor will coordinate with Whitson to finalize horizontal alignment and vertical profile. Consor will design bridge supports based on design loadings from the superstructure manufacturer and geotechnical recommendations. It is assumed that liquefaction and lateral spreading considerations will not be required for design. If the project geotechnical engineer identifies liquefaction and lateral spreading to be a design consideration, scope and fee will need to be revisited.

Consor will coordinate with the superstructure manufacturer to obtain updated loadings, support connection details, fabrication lead time, and costs.

Scope for this task assumes the following:

- The new bridge will be a single span, 95’ x 14’ prefabricated steel truss bridge on CIP concrete abutments and will be along the same horizontal alignment as existing bridge
- Superstructure Technical Specifications will be provided by the superstructure manufacturer.
- The superstructure will be a prefabricated system designed by others and furnished to the City by the Contractor.
- No additional architectural details will be required or included In the design. If the City desires to Include architectural features, this scope and effort will need to be revised

Task 8.2 - 65% Plans (Unchecked Details)

Consor will prepare 65% plan sheets (unchecked details) using Civil 3D and Consor drafting standards. The following plan sheets are anticipated; the actual number of sheets may vary.

- General Plan
- Foundation Plan
- Abutment Layout
- Abutment Details
- Typical Section
- Miscellaneous Details
- Log of Test Borings

Task 8.3 - 65% Estimate

Consor will prepare a detailed Construction Cost Estimate for the bridge related items. The estimate will be done in a Microsoft Excel spreadsheet format and comprised of unit prices placed on quantities based on the 65% plans. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans database information along with prices from Caltrans’ latest Construction Cost Manual.

Task 8.4 - 65% Submittal

Consor will submit the 65% structures plans and 65% Construction Cost estimate to Whitson and the City for review. Plans will be submitted in scalable full size pdf format; construction cost estimate will be submitted in 8.5x11 pdf format.

Task 8 Products:

- 65% Plans (pdf)
- 65% Estimate (pdf)

TASK 9 – FINAL PS&E**Task 9.1 - Respond to 65% Submittal Comments**

Consor will address all City comments from the 65% submittal. Comments will be addressed using a response to comment matrix form or on the marked-up pdf set of plans.

Task 9.2 – Independent Design Check

After implementation of comments on the 65% submittal Consor will perform an independent check of the bridge by an in-house engineer that has not been previously involved in the design. The independent check will consist of a verification of the design by performing independent calculations and a plan review of the 65% plans. Based on comments made by the independent checker and agreement to revisions by the checker and designer, the plans will be revised.

Task 9.3 - Draft Technical Special Provisions

Project technical specifications will be developed based on Caltrans 2022 Standard Specifications and Standard Plans. Consor will produce the technical special provisions based on Caltrans “Standard Special Provisions” (SSP) templates. Consor will develop applicable technical specifications for the bridge removal specific items of work. We have anticipated that Whitson will incorporate the structures technical special provisions into the overall project special provisions. A full Project Specification Package including Notice to Bidders, bid book, City specific Special Provisions based on City “Boiler Plates” and Caltrans Revised Standard Specifications is assumed to be developed by Whitson.

Task 9.4 - 95% Construction Cost Estimate

Consor will prepare the 95% Construction Cost Estimate for the bridge related items. The estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations based on the revised plans. Construction costs for the estimates will be developed using current bid results from similar projects, Caltrans database information along with prices from Caltrans' latest Construction Cost Manual.

Task 9.5 – Quality Control/Quality Assurance

As an integral part of the Consor QA/QC Program, a senior level engineer will review the entire Draft PS&E package for uniformity, compatibility, and constructability as well as conformance with the federal program requirements. The review will include comparing each plan sheet for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental permit requirements and geotechnical recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered. For this task, It is assumed that the City will provide the draft project specification package and any other necessary documents or plans for the QAQC review. It is also assumed that Whitson will provide their civil plans for this QAQC review.

Task 9.6 - Draft PS&E Submittal

After an independent Senior Engineer conducts a QA/QC and constructability review, and comments on 65% plans have been incorporated, the Draft PS&E package will be submitted to Whitson and the City for review. Plans will be submitted in a scalable full size pdf format. Technical specifications will be submitted in Microsoft word format. The cost estimate, quantities, and design and check calculations will be submitted in 8.5x11 pdf format. Response to City Comments on the 65% Submittal will also be included.

Task 9.7 - Final PS&E Submittal

After receiving comments from the QA/QC reviewer, Whitson, and the City, Consor will implement the necessary changes. Consor will submit the Final PS&E package consisting of the final signed plans, structure related special provisions, and

Task 9 Products:

- Draft & Final Plans (pdf)
- Draft & Final Special Provisions (word doc)
- Draft & Final Estimate (pdf)
- Quantity calculations (pdf)
- Design & Check calculations (pdf)
- Response to City Comments (pdf)

construction cost estimate for the bridge. All plans will be signed by the civil engineer (registered in the State of California) in responsible charge of the design. Response to City comments from the Draft PS&E Submittal will also be included.

TASK 10 – BID ASSISTANCE FOR NEW BRIDGE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the City to obtain bids. When the construction bids are opened, Consor will be available to provide analysis and recommendations concerning the award of the contract. Consor will attend (1) pre-construction meeting via conference call.

This scope of work is based on the following assumptions:

- Survey scope is not included in Consor's scope of work. It is assumed that Whitson will provide surveying services required. It is anticipated that field surveys will be required to identify utility locations and elevations.
- A full Project Specification Package including Notice to Bidders, bid book, City specific Special Provisions based on City "Boiler Plates" and Caltrans Revised Standard Specifications is assumed to be developed by the City or others. This package will be made available for Consor's QAQC review.
- San Pablo Avenue can be closed at night for bridge removal
- The City will provide public noticing for necessary road closures and detours
- The existing abutments will remain until the new bridge is constructed.
- Only 1 CEQA document will be required and prepared. Additional addendum to the CEQA would require additional scope and cost.
- Whitson will provide necessary topographic and boundary survey including utilities
- Whitson will provide the civil design drawings including the new horizontal and vertical alignment of pedestrian trail on the site and the approach pathway design leading up to the bridge
- Whitson will provide plans necessary for erosion control, stormwater drainage, and ADA requirements
- Consor will be provided an AutoCAD Civil 3D file containing topographic mapping (including man-made structures) in the vicinity of the bridge.
- This scope does not include the cost of fees or time for obtaining any necessary permits. The City will obtain necessary permits.
- Consor has assumed no Right of Way coordination or utility relocation will be required. In the event that Right of Way is required, an amendment will be required to the original scope of work.

Cost Proposal

[illegible]

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Quincy Engineering, Inc.

Project No. Project Number Contract No. Contract No. Date 9/1/2023

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Agreed Hourly Rate	Total
<u>Principal Engineer</u>		McCauley, Scott	SAM	222	\$ 330.00	\$ 73,260.00
<u>Principal Engineer</u>		Young, Gregory	GRY	24	\$ 330.00	\$ 7,920.00
<u>Senior Engineer</u>		Cruz, Juan	JCC	96	\$ 290.00	\$ 27,840.00
<u>Professional Engineer</u>		Keating, Gavin	GLK	448	\$ 210.00	\$ 94,080.00
<u>Professional Engineer</u>		Johnson, Anna	AKJ	24	\$ 210.00	\$ 5,040.00
<u>CAD Technician</u>		Kenny, Patrick	PSK	242	\$ 135.00	\$ 32,670.00
<u>Senior CAD Designer</u>		Poglase, Craig	DCP	24	\$ 185.00	\$ 4,440.00
<u>Principal Engineer</u>		Principal Engineer	PriEn	0	\$ 330.00	\$ -
<u>Senior CAD Designer</u>		Senior CAD Designer	CADm	8	\$ 185.00	\$ 1,480.00
<u>CAD Technician</u>		CAD Technician	CADt	0	\$ -	\$ -
<u>Senior Engineer</u>		Senior Engineer	SeEn	24	\$ 290.00	\$ 6,960.00
<u>Project Accountant</u>		Project Accountant	AdAs	4	\$ 120.00	\$ 480.00
<u>Student Intern</u>		Student Intern	StIn	0	\$ 75.00	\$ -
<u>Engineering Designer</u>		Engineering Designer	EnDe	346	\$ 150.00	\$ 51,900.00
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -
			0	0	\$ -	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 306,070.00

b) Anticipated Salary Increases (see page 2 for calculation) \$ 7,653.42

c) **Total Direct Labor Costs [(a) + (b)]** **\$ 313,723.42**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1600	Miles	\$ 0.625	\$ 1,000.000
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations	4	EA	\$ 150.00	\$ 600.000
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous	1		\$ 18.18	\$ 18.180
l) TOTAL OTHER DIRECT COSTS				\$ 1,618.18

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

0	\$	-
SWCA	\$	15,000.00
CRAWFORD	\$	67,458.40
0	\$	-
0	\$	-
0	\$	-
0	\$	-
0	\$	-
0	\$	-
0	\$	-
m) TOTAL SUBCONSULTANTS' COSTS		\$ 82,458.40
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]		\$ 84,076.58
TOTAL COST [(c) + (j) + (k) + (n)]		\$ 397,800.00

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Exhibit 10-H1 Cost Proposal Page 2 of 3**Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**

(Calculations for Anticipated Salary Increases)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 306,070.00	1462	=	\$209.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$209.35	+	5%	=	\$219.82	Year 2 Avg Hourly Rate
Year 2	\$219.82	+	5%	=	\$230.81	Year 3 Avg Hourly Rate
Year 3	\$230.81	+	5%	=	\$242.35	Year 4 Avg Hourly Rate
Year 4	\$242.35	+	5%	=	\$254.47	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1462	=	731	Estimated Hours Year 1
Year 2	50.00%	*	1462	=	731	Estimated Hours Year 2
Year 3	0.00%	*	1462	=	0	Estimated Hours Year 3
Year 4	0.00%	*	1462	=	0	Estimated Hours Year 4
Year 5	0.00%	*	1462	=	0	Estimated Hours Year 5
	Total		Total	=	1462	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$209.35	*	731	=	\$153,035.00	Estimated Hours Year 1
Year 2	\$219.82	*	731	=	\$160,688.42	Estimated Hours Year 2
Year 3	\$230.81	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$242.35	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$254.47	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$313,723.42	
	Direct Labor Subtotal before Escalation			=	\$306,070.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,653.42	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

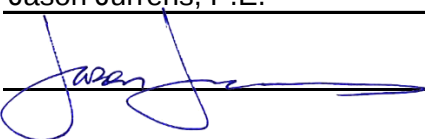
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board \(when applicable\)](#)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 9/1/2023

Email: jasonj@quincyeng.com Phone Number: 916.368.9181

Address: 11017 Cobblersrock Drive Suite 100 Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

0

12/1/2023

Packet Page 113

Cunningham Park Pedestrian Overcrossing Bridge Replacement

Crawford & Associates - Other Direct Costs

12/1/23

Task 2.1 Coordination, Obtain Permits and Mark for USA

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage (Site Visit, USA Marking)	380	Mile	\$ 0.70	1	\$ 266.00
Vehicle Charge	1	Day	\$ 25.00	1	\$ 25.00
Encroachment Permit		Cost	\$ -	1.15	\$ -
Environmental Health Permit	1	Cost	\$ 456.00	1.15	\$ 524.40

Task 1 ODC Total: \$ 815.40

Task 2.2 Subsurface Exploration

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	380	Mile	\$ 0.70	1	\$ 266.00
Vehicle Charge	2	Day	\$ 25.00	1	\$ 50.00
Per Diem	2	Day	\$ 250.00	1	\$ 500.00
Drilling Rig & Crew	2	Cost	\$ 7,000.00	1.15	\$ 16,100.00
Steel Liners (MCAL/SPT)	60	Liner	\$ 10.00	1	\$ 600.00
Traffic Control Equipment	2	Day	\$ 150.00	1	\$ 300.00

Task 2 ODC Total: \$ 17,816.00

Task 2.3 Laboratory Testing

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
#200 Wash (D1140)	2	Each	\$ 120.00	1	\$ 240.00
Corrosivity Testing - pH, Resistivity, Sulfate, and Chloride Content (CTM 417,422,643)	1	Each	\$ 240.00	1	\$ 240.00
Grain Size Analysis to #200 / Sieve Analysis (D6913)	4	Each	\$ 160.00	1	\$ 640.00
Moisture & Density (D2216, D7263)	10	Each	\$ 80.00	1	\$ 800.00
Plasticity Index (D4318)	2	Each	\$ 260.00	1	\$ 520.00
R-Value (D2844 / CAL301)	1	Each	\$ 450.00	1	\$ 450.00
Unconfined Compression - Soil (D2166)	2	Each	\$ 180.00	1	\$ 360.00
Direct Shear (CD 3pt) Peak Only (D3080)	1	Each	\$ 500.00	1	\$ 500.00

Task 3 ODC Total: \$ 3,750.00

Task 2.4 Engineering Evaluation and Analysis

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
DBE CADD Drafter	1	Cost	\$ 1,750.00	1.15	\$ 2,012.50

Task 4 ODC Total: \$ 2,012.50

Task 3.2 Soil Sampling

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	380	Mile	\$ 0.70	1	\$ 266.00
Hand Auger **Prevailing Wage	1	Day	\$ 200.00	1	\$ 200.00

Task 5 ODC Total: \$ 466.00

Task 3.3 Laboratory Testing

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
PACE - ADL, Soluble Lead, TCLP	8	Test	\$ 70.00	1.15	\$ 644.00
PACE - ADL, Other Metals	12	Test	\$ 65.00	1.15	\$ 897.00
PACE - pH	2	Test	\$ 15.00	1.15	\$ 34.50
PACE - Diesel Range Hydrocarbons		Test	\$ 87.50	1.15	\$ -
PACE - Organochlorine Pesticides		Test	\$ 67.50	1.15	\$ -
PACE - Organophosphates		Test	\$ 200.00	1.15	\$ -
N.A.L. - Asbestos & Lead Paint		LS	\$ 1,200.00	1.15	\$ -
Environmental Impact Fee	1	LS	\$ 25.00	1	\$ 25.00
Disposal Fee (per Sample)	12	Each	\$ 6.00	1	\$ 72.00

Task 6 ODC Total: \$ 1,672.50

TOTAL OTHER DIRECT COSTS \$ 26,532.40

SWCA Environmental Consultants

Project Budget Template - Executive Summary



**Project Name: Cunningham Park POC Bridge
Replacement**

Phase Name	Task Name	Labor Hours	Labor Dollars	Total Budget \$	Total Budget \$
Phase 01: CEQA Document	Task 01: PM/QA-QC/Project Controls	1.00	\$ 99.91	\$ 99.91	\$ 99.91
Phase 01: CEQA Document	Task 02: Safety / Admin	1.00	\$ 99.91	\$ 99.91	\$ 99.91
Phase 01: CEQA Document	Task 03: CEQA Document	88.00	\$ 14,382.92	\$ 14,382.92	\$ 14,382.92
Total		90.00	\$ 14,582.74	\$ 14,582.74	\$ 14,582.74

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.

EXHIBIT C

REQUEST FOR PROPOSAL – ON-CALL ENGINEERING SERVICES

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.

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

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

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

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

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

Non-Discrimination & Non-Preferential Treatment

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

Grounds for Disqualification

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

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

Records and Financial Data

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

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

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

RESOLUTION NO. 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.

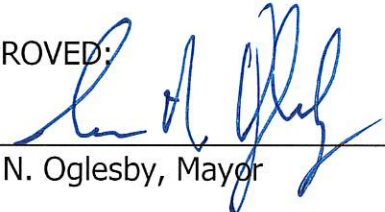
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

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

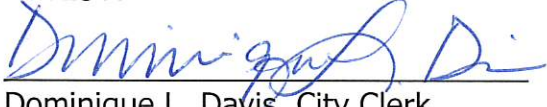
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



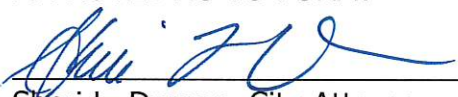
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

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

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

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

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

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

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

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

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Jaime M. Fontes, City Manager

BY: Victor Damiani, Finance Director
Jessica Riley, Assistant Finance Director

DATE: December 21, 2023

**SUBJECT: REVIEW OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 24-25
FOR THE PERIOD JULY 1, 2024 – JUNE 30, 2025, PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34177**

RECOMMENDATION

Accept and review the ROPS 24-25 for the period July 1, 2024 – June 30, 2025 pursuant to Health and Safety Code Section 34177 and direct staff to forward the presentation to the Monterey County Consolidated Oversight Board for further review and approval.

BACKGROUND

Upon dissolution of the Redevelopment Agency of the City of Seaside on February 1, 2012, pursuant to AB X1 26, the Successor Agency to the Redevelopment Agency of the City of Seaside was constituted and is governed by a board of directors consisting of the members of the City Council.

Pursuant to Health and Safety Code Section 34177, successor agencies are required to prepare Recognized Obligation Payment Schedules (ROPS) prior to each twelve-month fiscal period. The Successor Agency previously prepared a ROPS for the fiscal period commencing on July 1, 2023 and ending on June 30, 2024, (ROPS 23-24). At this time, a ROPS has been prepared for the next twelve-month fiscal period commencing on July 1, 2024 and ending on June 30, 2025 (ROPS 24-25).

ROPS 24-25 is to be submitted to the County Auditor-Controller, the County Administrative Office, the Department of Finance (DOF) and the State Controller's Office

by February 1, 2024. Prior to submission, the ROPS must be reviewed and approved by the new Consolidated Oversight Board on January 18, 2024. The Successor Agency must submit the ROPS to the DOF and a copy of the Consolidated Oversight Board's approved ROPS must be posted on the Successor Agency's website.

The DOF may eliminate or modify any items on the ROPS before approving the ROPS. The DOF must make its determination regarding the enforceable obligations and the amount and funding source for each enforceable obligation listed on a ROPS no later than 45 days after the ROPS is submitted. Within five business days of the DOF's determination, the Successor Agency may request to "meet and confer" with the DOF on disputed items. The County Auditor-Controller may also object to the inclusion of any item on the ROPS that is not demonstrated to be an enforceable obligation and may object to the funding source proposed for any item.

Beginning with ROPS 19-20, the ROPS must be presented to the Consolidated Oversight Board (COB) for approval before being submitted to the DOF. Previously, the ROPS were presented to the Seaside Oversight Board. Due to changes in the law, there is now one Consolidated Oversight Board for each county. Upon COB approval, ROPS 24-25 will be submitted to DOF. The COB will meet on January 18, 2024.

The COB requests an explanation of previously approved ROPS items and an explanation of any changes requested to ROPS 24-25. Since the COB is requesting that information, it is also hereby presented to the Successor Agency (SA) to inform SA of what information the COB will receive.

A summary of the approved ROPS items is attached. The Obligation Amount is the outstanding amount as of June 30, 2024. The summary is followed by an explanation of each item and any changes.

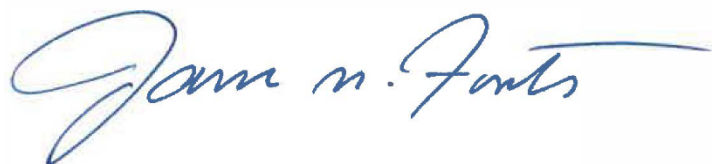
FISCAL IMPACT

Preparation of the ROPS 24-25 is in furtherance of allowing the Successor Agency to pay enforceable obligations of the former redevelopment agency.

ATTACHMENTS

1. 2014 Refunding Series Amortization Schedule
2. 24-25 ROPS Requested
3. Summary of ROPS Obligations and ROPS 24-25

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "James M. Fouts". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

INT ACCRUES FROM:	12/23/2014
FIRST PAYMENT DATE:	2/1/2015
FINAL MATURITY:	8/1/2033
MAX ANNUAL D.SERV:	\$2,515,225.00

Requested for ROPS	Expenditure During ROPS	Item 45 2014 TAR B	Item 48 Reserve for August Payments
-----------------------	----------------------------	-----------------------	--

DATE:	COUPON:	PRINCIPAL DUE:	INTEREST DUE:	DEBT SERVICE	OUTSTANDING OBLIGATION				
2/1/2020			\$ 38,381.25	\$38,381.25	\$2,515,225.00	2019-20B	2019-20B	\$38,381	
8/1/2020	5.000%	\$100,000.00	\$ 38,381.25	\$138,381.25	\$2,338,462.50	2019-20B			\$138,381
2/1/2021			\$ 35,881.25	\$35,881.25	\$2,338,462.50	2020-21B	2020-21B	\$35,881	
8/1/2021	5.000%	\$110,000.00	\$ 35,881.25	\$145,881.25	\$2,156,700.00	2020-21B			\$145,881
2/1/2022			\$ 33,131.25	\$33,131.25	\$2,156,700.00	2021-22B	2021-22B	\$33,131	
8/1/2022	5.000%	\$115,000.00	\$ 33,131.25	\$148,131.25	\$1,975,437.50	2021-22B			\$148,131
2/1/2023			\$ 30,256.25	\$30,256.25	\$1,975,437.50	2022-23B	2022-23B	\$30,256	
8/1/2023	5.000%	\$120,000.00	\$ 30,256.25	\$150,256.25	\$1,794,925.00	2022-23B			\$150,256
2/1/2024			\$ 27,256.25	\$27,256.25	\$1,794,925.00	2023-24B	2023-24B	\$27,256	
8/1/2024	5.000%	\$125,000.00	\$ 27,256.25	\$152,256.25	\$1,615,412.50	2023-24B			\$152,256
2/1/2025			\$ 24,131.25	\$24,131.25	\$1,615,412.50	2024-25B	2024-25B	\$24,131	
8/1/2025	5.000%	\$135,000.00	\$ 24,131.25	\$159,131.25	\$1,432,150.00	2024-25B			\$159,131
2/1/2026			\$ 20,756.25	\$20,756.25	\$1,432,150.00	2025-26B	2025-26B	\$20,756	
8/1/2026	5.000%	\$135,000.00	\$ 20,756.25	\$155,756.25	\$1,255,637.50	2025-26B			\$155,756
2/1/2027			\$ 17,381.25	\$17,381.25	\$1,255,637.50	2026-27B	2026-27B	\$17,381	
8/1/2027	3.000%	\$145,000.00	\$ 17,381.25	\$162,381.25	\$1,075,875.00	2026-27B			\$162,381
2/1/2028			\$ 15,206.25	\$15,206.25	\$1,075,875.00	2027-28B	2027-28B	\$15,206	
8/1/2028	3.000%	\$145,000.00	\$ 15,206.25	\$160,206.25	\$900,462.50	2027-28B			\$160,206
2/1/2029			\$ 13,031.25	\$13,031.25	\$900,462.50	2028-29B	2028-29B	\$13,031	
8/1/2029	3.000%	\$155,000.00	\$ 13,031.25	\$168,031.25	\$719,400.00	2028-29B			\$168,031
2/1/2030			\$ 10,706.25	\$10,706.25	\$719,400.00	2029-30B	2029-30B	\$10,706	
8/1/2030	3.125%	\$160,000.00	\$ 10,706.25	\$170,706.25	\$537,987.50	2029-30B			\$170,706
2/1/2031			\$ 8,206.25	\$8,206.25	\$537,987.50	2030-31B	2030-31B	\$8,206	
8/1/2031	3.250%	\$165,000.00	\$ 8,206.25	\$173,206.25	\$356,575.00	2030-31B			\$173,206
2/1/2032			\$ 5,525.00	\$5,525.00	\$356,575.00	2031-32B	2031-32B	\$5,525	
8/1/2032	3.250%	\$170,000.00	\$ 5,525.00	\$175,525.00	\$175,525.00	2031-32B			\$175,525
2/1/2033			\$ 2,762.50	\$2,762.50	\$175,525.00	2032-33B	2032-33B	\$2,763	
8/1/2033	3.250%	\$170,000.00	\$ 2,762.50	\$172,762.50	\$0.00	2032-33B			\$172,763
		\$1,950,000.00	\$565,225.00	\$2,515,225.00				\$282,610	\$2,232,610

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Seaside

County: Monterey

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 5,000	\$ 183,263	\$ 188,263
F RPTTF	5,000	183,263	188,263
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ 5,000	\$ 183,263	\$ 188,263

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Seaside
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$4,746,246		\$188,263	\$-	\$-	\$-	\$5,000	\$-	\$5,000	\$-	\$-	\$-	\$183,263	\$-	\$183,263
6	City loan	City/County Loan (Prior 06/28/11), Cash exchange	06/15/1995	06/30/2047	City of Seaside	Loan to fund projects	Merged	2,333,431	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$
7	City loan	City/County Loan (Prior 06/28/11), Other	01/04/2001	06/30/2047	City of Seaside	Loan to fund projects	Ft. Ord	500,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
34	Bond Maintenance Fees	Fees	09/24/2003	08/01/2033	US Bank, Urban Futures, Arbitrage Rebate Service, Willdan Financial Services, etc.	Trustee fees, arbitrage calculation, disclosure certification	Merged & Ft. Ord	27,441	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
40	Seaside Resort Development, per amended DDA	Project Management Costs	02/07/2014	10/19/2025	Richards Watson & Gershon, Larry Seeman, EMC Planning Group, etc.	Costs billed to developer for DDA work	Ft. Ord	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
45	2014 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	12/23/2014	08/01/2033	US Bank	Bonds issued to refinance 2003 bond series (Feb 1, interest payments)	Merged	117,706	N	\$24,132	-	-	-	-	-	\$-	-	-	-	24,132	-	\$24,132
48	Reserve for 2014 Tax Allocation Refunding Bond payment	Refunding Bonds Issued After 6/27/12	12/23/2014	08/01/2033	US Bank	Reserve for annual August 1, bond debt service payment per	Merged	1,767,668	N	\$159,131	-	-	-	-	-	\$-	-	-	-	159,131	-	\$159,131

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						bond covenant																
49	Administration Costs	Admin Costs	07/01/2018	06/30/2019	Seaside Successor Agency	Successor Agency Administration Costs	Merged	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Seaside
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.		1,274	905,560	400,617	165,861	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller				14,501	167,657	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)			52,679		181,262	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					152,256	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			(25,409)	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$1,274	\$852,881	\$415,118	\$25,409	

Seaside
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
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Successor Agency for the Redevelopment Agency for the City of Seaside
Summary of ROPS Obligations and ROPS 24-25 Requested Amount:

Item No.	Project Name	Obligation Amt.	ROPS 24-25 Request
6	City Loan	\$2,333,431	\$0
7	City Loan	500,000	0
12	Property Services	0	0
23	SERAF	0	0
24	SERAF	0	0
34	Bond Maintenance Fees	27,441	5,000
45	2014 Tax Allocation Refunding Bonds	117,706	24,132
48	Reserve for 2014 TARB	1,767,668	159,131
49	Administration Costs	<u>0</u>	<u>0</u>
	Totals	\$4,746,246	\$188,263

- **Item 6 City Loan \$2,333,431** – During fiscal year 2011-12, the City Council approved resolution SA 2012-10 authorizing a loan pursuant to AB 1484 between the City and the Successor Agency. The Successor Agency received a Finding of Completion from the Department of Finance on March 28, 2014. Pursuant to Health & Safety Code Section 34191.4, the Successor Agency is now eligible to request Oversight Board approval to repay amounts due to the City of Seaside pursuant to the Financing Agreement. The Successor Agency is preparing a report to make a finding to re-establish loans made pursuant to a financing agreement between the Redevelopment Agency of the City of Seaside and the City of Seaside pursuant to health and safety code section 34191.4.
- **Item 7 City Loan \$500,000** – This item is for a loan for the Ft. Ord Project Area. No funding has been requested for this item. The documentation to support the item is being reviewed.
- **Item 12 Property Services \$0** – This item is to pay various property consultant services for assistance with the dissolution process and assessments of SA properties. Some funding will come from Other Funds (rents, etc.). The City of Seaside Successor Agency has sold all properties that allow the use of RPTTF funds to pay expenses and retired this item from the 22-23 ROPS.
- **Item 23 SERAF, HSC Section 33690(c)(1)** - This is to pay the Housing Successor Agency for funds borrowed to pay the Supplemental Educational Revenue Augmentation Fund. The ROPS 19-20 amount of \$746,405 paid off the loan amount. No further funds to be requested.
- **Item 24 SERAF, HSC Section 33690.5(c)(1)** – This is to pay Housing

Successor Agency for funds borrowed to pay the Supplemental Educational Revenue Augmentation Fund. The ROPS 19-20 amount of \$817,842 paid off the loan amount. No further funds to be requested.

- Item 34 Bond Maintenance Fees – This is funding for the annual trustee fees, arbitrage rebate calculations and annual disclosure fees for the 2014 TARB. Amount requested is \$3,000, which is consistent with the \$5,000 requested in the 24-25 ROPS.
- Item 45 2017 Tax Allocation Refunding (TARB) – This is the February 1, debt service interest only payment (\$24,131) due during ROPS 24-25B. Amounts requested are in accordance with the attached debt service schedule.
- Item 48 Reserve for 2014 TARB – This is the Reserve for the 2014 TARB principal and interest payment (\$159,131) that is due on August 1 of each year until the bonds are paid in full. Per the bond indenture and DOF approval, the SA is allowed to request funding during ROPS 24-25 for debt service payment to be made on August 1, 2025. During ROPS 24-25 the funds will be held in a reserve until needed, the following fiscal year. The prior ROPS requested \$152,256 for this item in accordance with the debt service schedule.
- Item 49 Administration Costs – The \$0 requested for 24-25 is the allowed amount less than \$250,000 per the DoF's Administrative Cost Allowance formula. The requested amount of \$0 for 24-25 was determined by taking 50 percent of total Redevelopment Property Tax Trust Fund (RPTTF) distributed to pay enforceable obligations in the preceding fiscal year. The City of Seaside Successor Agency anticipates that Administrative Costs will be remain near \$0 in future years.



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
Patrick Grogan, Associate Engineer

DATE: December 21, 2023

SUBJECT: ADOPT A RESOLUTION APPROPRIATING \$22,000.00 FROM THE GENERAL FUND TO THE DRAINAGE INLET IMPROVEMENTS PROJECT, AND APPROVING \$22,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH MONTEREY PENINSULA ENGINEERS, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$113,850.00

RECOMMENDATION

Adopt a resolution:

1. Appropriating \$22,000.00 from the General Fund to the Drainage Inlet Improvements Project;
2. Approving \$22,000.00 in additional contingency to the Construction Agreement with Monterey Peninsula Engineers, Inc. for a total construction amount that does not exceed \$113,850.00; and
3. Authorizing the City Manager to approve amendments, extensions, and change orders to the Construction Agreement until completion of the project such that they do not exceed the total project construction amount.

BACKGROUND

The Drainage Inlet Improvements Project is located on San Pablo Avenue between Yosemite Street and St. Helena Street. The project was approved as an addition to the Fiscal Year 2023/24 CIP project list at the October 19, 2023 City Council Meeting when the contract was awarded to Monterey Peninsula Engineering. The proposed improvements include the construction of a "bubble-up" catch basin at the south-east corner of San Pablo Avenue and Saint Helena Street, and connection to the 30" RCP storm drain located in San Pablo Avenue. This will allow the existing 30" storm drain

flow to “bubble-up” onto the south side of San Pablo Avenue instead of at the catch basin in front of 1817 Yosemite Street. The overflow from the 30” storm drain would discharge to the south side of San Pablo Avenue.

On October 19, 2023, the City Council awarded a Construction Agreement with Monterey Peninsula Engineering, Inc. (MPE) for an amount not to exceed \$83,500.00. The City Council also authorized the City Manager to approve change orders to the Construction Agreement in the amount of \$8,350.00. Construction began on December 7, 2023. During excavation for the new storm drain pipe, an existing 6" water line which conflicts with the designed storm drain route was located within the project boundary. The water line, belonging to Seaside Municipal Water System, is currently in service. Work already performed on the project included saw cutting and removal of AC pavement from the trench area, and minor potholing excavation to confirm water line placement. Work was stopped on the project while staff evaluated solutions and received cost proposals. The design engineer with Whitson Engineers provided an alternate routing for new storm drain path, which avoided the conflict with the 6" water line. The cost proposal for the realigned storm drain pipe exceeds the remaining contingency for the project.

The Construction Agreement with MPE was for an amount not to exceed \$83,500.00. The City Council also authorized the City Manager to approve change orders to the Construction Agreement in the amount of \$8,350.00 for a total possible construction amount that does not exceed \$91,850.00. The contingency currently remaining on the construction contract is \$8,350.00. The proposed additional work is in the amount of \$19,452.80.

An additional contingency of \$22,000.00 is necessary until completion of the project to address the outstanding amount for the proposed change orders, and unforeseen conditions as they arise.

Staff recommends adopting a resolution (Attachment 1) approving an appropriation of \$22,000.00 to the Drainage Inlet Improvements Project from the General Fund, for additional work; approving \$22,000.00 in additional contingency to the Construction Agreement with MPE, such that the total construction amount does not exceed \$113,850.00; and authorizing the City Manager to execute any amendments, extensions, and change orders to the Construction Agreement until completion of the project such that they do not exceed the total project construction amount.

Other expenses that were already approved for the Drain Inlet Improvements Project are a Professional Services Agreement (PSA) with Whitson Engineers for an amount up to \$21,120.00 for design and design services during construction, as well as \$4,525.00 for public notifications and materials testing. With the mentioned costs, the current construction cost, and the newly requested funds, the total costs for the project amount to \$139,495.00. Construction management will be performed by Engineering staff.

FISCAL IMPACT

The current total budget for the Drainage Inlet Improvements Project (Account No. 271-8910-9968) is \$117,495.00. After the budget appropriation, the Drainage Inlet Improvements Project would have a total budget of \$139,495.00.

ATTACHMENTS

1. 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

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROPRIATING \$22,000.00 FROM THE GENERAL FUND TO THE DRAINAGE INLET IMPROVEMENTS PROJECT, AND APPROVING \$22,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH MONTEREY PENINSULA ENGINEERS, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$113,850.00

WHEREAS, On October 19, 2023, the City Council of the City of Seaside approved adding the Drainage Inlet Improvements Project (Project) to the Capital Improvement Program, and a fiscal year 2023/2024 budget appropriation to the project account for the Project; and

WHEREAS, the Project work includes construction of a storm drain extension and bubble-up catch basin on San Pablo Avenue between Saint Helena Street and Yosemite Street; and

WHEREAS, on October 19, 2023, the City Council authorized the City Manager to execute a Construction Agreement with Monterey Peninsula Engineering, Inc. (MPE) for the Project for an amount not exceed \$83,500.00, and authorized the City Manager to approve change orders to the Construction Agreement in the amount of \$8,350.00 such that the full value may amount not to exceed \$91,850.00; and

WHEREAS, MPE started construction activities on the Project on December 7th; and

WHEREAS, to date the work performed includes demolition and removal of AC pavement, and minor excavation work to locate existing utilities; and

WHEREAS, it was determined that additional work is required due to unforeseen circumstances; and

WHEREAS, an additional \$22,000.00 contingency is required for the City Manager to authorize additional work for the Project; and

WHEREAS, an appropriation of \$22,000.00 to the Project is needed to complete the Project; and

WHEREAS, there are sufficient monies in the General Fund for the additional budget request; and

NOW THEREFORE BE IT RESOLVED, that the City Council approves appropriating \$22,000.00 to the Drainage Inlet Improvements Project (Account No. 271-8910-9968) from the General Fund for a total of \$139,495.00 in the Project Account; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves \$22,000.00 in additional contingency to the construction agreement with Monterey Peninsula Engineering, Inc. for a total construction amount that does not exceed \$113,850.00; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute any amendments, extensions, and change orders until completion of the project such that the total project construction amount does not exceed \$113,850.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of December, 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: December 21, 2023

SUBJECT: ADOPT A RESOLUTION CANCELING THE JANUARY 4, 2024 CITY COUNCIL REGULAR MEETING

RECOMMENDATION

Adopt a resolution canceling the January 4, 2023, regular meeting of the City Council.

BACKGROUND

The City Council meets regularly on the first and third Thursdays of each month. Since the first meeting in January would occur following a Federal Holiday, it is recommended that the meeting be formally canceled.

FISCAL IMPACT

None

ATTACHMENTS

1. Resolution - Cancellation of the City Council Regular Meeting January 4, 2024
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Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes".

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE CANCELLATION OF THE CITY COUNCIL REGULAR MEETING
JANUARY 4, 2024**

WHEREAS, The City Council meets regularly on the first and third Thursdays of each month; and

WHEREAS, Since the first meeting in January would fall on January 4th, being that it is following a Federal Holiday it is recommended that the meeting be formally canceled; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the cancellation of the meeting scheduled for January 4, 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of December 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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Adolfo Gonzalez, Project Manager

DATE: December 21, 2023

**SUBJECT: PROJECT OVERVIEW AND CONSTRUCTION SCHEDULE FOR THE
GRAND HYATT SEASIDE RESORT HOTEL ON THE SEASIDE
RESORT PROJECT AREA**

RECOMMENDATION

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

BACKGROUND

On October 26, 2022, the Planning Commission approved a revised architectural design for the hotel component of the Seaside Resort Project. The Grand Hyatt Seaside Resort (GHSR) Hotel is a 4-star Hyatt property which will be located on the Bayonet-Blackhorse Golf Course.

The proposed hotel will be designed in a contemporary architectural style, featuring a parapet roof, white plaster walls, with floor to ceiling glazing in guestrooms with balconies.

The resort will incorporate a convention center on the two lower levels with several large event spaces and support spaces, and 7 levels of hotel guest rooms with amenities such as a spa, restaurants, fitness spaces and a large exterior courtyard provided with a pool.

Project Milestones

The project continues to move forward at the expected pace for a project of this magnitude. On December 15, 2023 City staff met with the Developer and design team to discuss the status of the GHSR project and milestones listed below:

- Rough grading plans have been submitted for review & approval.
- Civil Engineering plans are scheduled to be submitted 1st week of January 2024.
- Structural Design Plans & calculations to be submitted are on the 2nd week January 2024.
- A tree removal permit was issued on December 15, 2023.
- Tree removal is to be completed by the end of February 2024.
- Sundt Construction Trade Partner Outreach event was held on October 26, 2023.

FISCAL IMPACT

There will be no fiscal impact associated with this item.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager