



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, March 21, 2024
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.

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS COVERING EVENTS BETWEEN MARCH 21 THROUGH APRIL 6

7. PRESENTATIONS

A. 2024 POLICE AND FIRE DEPARTMENT CHAMP CADET YOUTH PROGRAM INTRODUCTIONS (POLICE CHIEF BORGES AND FIRE CHIEF GUTIERREZ)

B. FAMILY AND COMMUNITY SUPPORT PROGRAM UPDATE (FCS PRACTITIONER DERRICK ELDER)

C. REPORT ON MONTEREY RD - FREMONT BLVD TRAFFIC MITIGATION OPTIONS (ASSISTANT PUBLIC WORKS DIRECTOR CAROLYN BURKE)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM MARCH 7 AND 14, 2024

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. ADOPT A RESOLUTION APPROPRIATING \$25,000.00 FROM THE GENERAL FUND TO THE LOCAL ROADWAY SAFETY PROGRAM BUDGET AND AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE EXISTING PARAMETRIX PROFESSIONAL SERVICES AGREEMENT

RECOMMENDATION: Adopt a resolution appropriating an additional \$25,000.00 from the General Fund to the Local Roadway Safety Program (LRSP) budget, and

authorize the City Manager to execute amendments to the existing Parametrix professional services agreement (PSA).

C. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHAMPIONED CONSULTING IN AN AMOUNT NOT TO EXCEED \$36,000.00 TO PROVIDE ADDITIONAL SUPPORT FOR CITY WEBSITE REDESIGN, WEBSITE MAINTENANCE, AND COMMUNICATIONS ENGAGEMENT EFFECTIVENESS ANALYSIS

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a contract in an amount not to exceed \$36,000 with ChampionED Consulting for Communications and Community Engagement Support functions.

D. ADOPT A RESOLUTION APPROVING A SPECIAL COUNSEL CONTRACT TO ATTORNEY DON FREEMAN AND AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE CONTRACT

RECOMMENDATION: Adopt a resolution approving special counsel contract and authorizing the City Attorney to execute the contract

E. ADOPT A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH SALINAS VALLEY FORD FOR A DUMP TRUCK IN THE AMOUNT OF \$95,755.00 FOR USE BY THE MAINTENANCE AND UTILITIES DIVISION

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a purchase agreement with Salinas Valley Ford for a dump truck for an amount not to exceed \$95,755.00.

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH WEST COAST CODE CONSULTANTS, INC. IN AN AMOUNT NOT TO EXCEED \$100,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

RECOMMENDATION: It is recommended that the City Council Authorize the City Manager to sign a contract with West Coast Code Consultants, Inc. in the amount not to exceed \$100,000.00 to provide building and safety services to the Building and Code Enforcement Department.

9. BUSINESS ITEMS

A. CONSIDER APPROVAL OF A BALLOT QUESTION REGARDING THE PROHIBITION OF FIREWORKS, AND CONSIDER ADOPTION OF A RESOLUTION FOR THE HOLDING OF A CONSOLIDATED GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 AND PLACING A MEASURE ON THE BALLOT

RECOMMENDATION: Adopt a resolution for the holding of a consolidated general municipal election and for the submission of a question regarding fireworks to qualified voters.

10. PUBLIC HEARING

A. AN AMENDMENT TO THE ZONING ORDINANCE TO INCREASE EFFICIENCIES IN THE PROCESSING OF PLANNING PERMITS. THE PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Conduct the first reading of the Ordinance approving Zoning Ordinance Amendment ZOA-24-01.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

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

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

Agency Negotiators: City Manager, et al.

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

Under Negotiation: price, terms of payment or both

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

Monterey County Superior Court

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

Case Number: Case # 21CV003630

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (2 MATTERS)

14. ADJOURNMENT

Next Regularly Scheduled Meeting:

April 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, March 7, 2024
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was led by Pastor Jake Rayford. The pledge was led by Council/Agency Member Miller.

4. REVIEW OF AGENDA

The following item was removed the agenda and will be considered at another date:
Item 9C – Adopt a resolution accepting the annual mid-year financial report and adopting proposed changes to the budget of the City of Seaside for the fiscal year 2023-2024.

Item 6A – University Affairs Update, and Item 7A – Firefighter, Reserve Firefighter, Fire Department Support Person, Drone Pilot, Police Officer, Police Department Support Person of the Year Awards was moved to be heard after Item 4: Review of Agenda.

Seaside Stars Founder and Committee Chair Annalisa Mitchell, and Committee Member Rosalyn Green provided a presentation of flowers and thanks to Recreation Director Dan Meewis, Mrs. Rita Oglesby, and special mention of the event's caterer Nancy Black.

5. PUBLIC COMMENT

Bobby Maxwell, Roger Blankenburg, Lynda Cunningham, Ruthie Watts, Peter Kaiser, Catherine Crockett

6. PUBLIC AGENCY COMMUNICATIONS

A. UNIVERSITY AFFAIRS UPDATE (CSUMB PRESIDENT VANYA QUIÑONES, PhD)

Dr. Quiñones provided a presentation reviewing the statistics, achievements and

goals of the University as of Fall 2023.

B. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS COVERING EVENTS BETWEEN MARCH 7 THROUGH 23

Citywide Events and Community Announcements Video reviewed the following upcoming events:

- MPUSD Upcycled Closet is accepting donations of gently used formalwear items at Monterey, Seaside, and Marina High School sites during school hours until March 22.
- Avery Gallery presents with the Youth Art Competition Exhibit, which will be displayed in City Hall from March 5 until May 12.
- Ribbon cutting ceremony at Fernando Park on Wednesday, March 13 at 3:30 p.m.
- City of Seaside's 7th Annual Parent University on March 9th, from 11am-2pm, at the Oldemeyer Center.
- Monterey Peninsula Chapter of Delta Sigma Theta Sorority, Incorporated and the City of Seaside, Wellness is Wise Health Conference on March 16 from 11-2:30 p.m. at the Oldemeyer Center.
- Monterey Bay F.C. 2024 season opener on Saturday, March 16th, at 7PM at Cardinale Stadium
- The City of Seaside Recreation Department presents its Saint Patrick's Day Dance on March 21st at Oldemeyer Center. Doors open at 10:30 AM, lunch will be served at 11:30AM, and dancing will begin at 12:30PM.
- City of Seaside's Public Works Department, in collaboration with the City's Art and History Commission, are seeking proposals from local artists to submit artwork to be used to highlight utility boxes throughout the city. Successful applicants will receive a \$500 stipend. Entries must be submitted to pwifo@ci.seaside.ca.us by March 22nd.

7. PRESENTATIONS

A. FIREFIGHTER, RESERVE FIREFIGHTER, FIRE DEPARTMENT SUPPORT PERSON, DRONE PILOT, POLICE OFFICER, POLICE DEPARTMENT SUPPORT PERSON OF THE YEAR AWARDS AND PROCLAMATIONS (FIRE CHIEF GUTIERREZ AND POLICE CHIEF BORGES)

Fire Chief Gutierrez and Police Chief Borges presented awards to Firefighter Lee Whitney, Reserve Firefighter Kelsey Kutter, Fire Department Support Person Rosalinda Barrios Chavez, Drone Pilot Jared Apperson, Police Department Support Person Alex Kjellgren, Police Officer Isaiah Madolora.

B. SEASIDE YOUTH RESOURCE CENTER PROGRAM UPDATE (RECREATION SUPERINTENDENT KEE HYON HIGGINS)

Superintendent Higgins introduced Youth Resource Center Supervisor Ted Black, who provided an overview of the program, services, events, and client data.

C. BUILDING HEALTHY COMMUNITIES 2023 COMMUNITY SOCIAL SERVICES GRANT PROGRAM REPORT

Rosalyn Green introduced Da'Ja Robinson and Sydney Johnson who provided a presentation regarding Seaside Rising Youth Leadership Academy.

8. CONSENT AGENDA

Item 8L was pulled by Peter Kaiser.

On motion by Council/Agency Member Miller and 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 FEBRUARY 15 AND 28, 2024

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. APPROVE A PROCLAMATION DECLARING MARCH AS AMERICAN RED CROSS MONTH

ACTION: APPROVED

E. APPROVE A FEE WAIVER REQUEST FROM WORLD OUTREACH SERVICES INC. AND SEASIDE SPORTS LEAGUE LLC TO USE LAGUNA GRANDE PARK TO HOLD THEIR SEASIDE SPORTS LEAGUE LLC MUSIC IN THE PARK

ACTION: APPROVED

F. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR EIGHTH ANNUAL PALENKE ARTS FESTIVAL

ACTION: APPROVED

G. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM FREMONT BOULEVARD TO DEL

MONTE AVENUE, AND ASSOCIATED SIDE STREETS AS WELL AS THE WEST OF FREMONT BOULEVARD FROM CLEMENTINA AVENUE TO AMADOR STREET, FOR THE EXOTICS ON BROADWAY EVENT ON AUGUST 17, 2024

ACTION: ADOPTED RESO #24-15

H. ADOPT A RESOLUTION AUTHORIZING A LANDSCAPE ACCESS AND MAINTENANCE EASEMENT AGREEMENT WITH SHEA HOMES LP FOR ENCLAVE PHASE 3

ACTION: ADOPTED RESO #24-16

I. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BELLINGER FOSTER STEINMETZ AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE LAGUNA GRANDE JOINT POWERS AGENCY FOR THE TRAIL MAINTENANCE STRATEGY TO INCLUDE OBTAINING THE NECESSARY PERMITS REQUIRED TO START THE WORK IDENTIFIED IN THE PROJECT, AND AUTHORIZING THE CONTRACT VALUE TO BE INCREASED BY \$89,792.50, TO BE FUNDED BY THE MONTEREY PENINSULA REGIONAL PARK DISTRICT (\$29,930.83), CITY OF SEASIDE (\$29,930.84), AND THE CITY OF MONTEREY (\$29,930.83)

ACTION: ADOPTED RESO #24-17

J. ADOPT A RESOLUTION APPROVING THE 2024-2028 SEASIDE YOUTH VIOLENCE PREVENTION STRATEGIC PLAN

ACTION: ADOPTED RESO #24-18

K. ADOPT A RESOLUTION APPROVING A DENSITY BONUS AGREEMENT REQUIRING AFFORDABLE HOUSING AND PROVIDING REQUIREMENTS FOR THE DEVELOPMENT OF 21 AFFORDABLE DWELLING UNITS AT 1620 BROADWAY AVENUE

ACTION: ADOPTED RESO #24-19

L. ADOPT A RESOLUTION ACCEPTING THE 2023 GENERAL PLAN ANNUAL PROGRESS REPORT (APR) AND AUTHORIZING SUBMITTAL OF THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH (OPR) AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

On motion by Council/Agency Member Garcia-Arrazola and Mayor Pro Tem/Vice Chair Pacheco moved to adopt a resolution accepting the 2023 general plan annual progress report and authorizing submittal of the report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENT: Peter Kaiser

ACTION: ADOPTED RESO #24-20

M. ADOPT A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH SALINAS VALLEY FORD FOR A USED DUMP TRUCK IN THE AMOUNT OF \$88,746.00 FOR USE BY THE MAINTENANCE AND UTILITIES DIVISION

ACTION: ADOPTED RESO #24-21

N. ADOPT A RESOLUTION OPPOSING INITIATIVE NO. 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

ACTION: ADOPTED RESO #24-22

O. REVIEW AND TAKE ACTION ON THE TRAFFIC ADVISORY COMMITTEE RECOMMENDATION FOR RED CURB ALONG BAKER STREET

ACTION: APPROVED

9. BUSINESS ITEMS

A. DISCUSS AND CONSIDER THE ADOPTION OF A RESOLUTION PLACING A MEASURE REGARDING THE USE OF SAFE AND SANE FIREWORKS ON THE GENERAL ELECTION NOVEMBER 2024, BALLOT

City Clerk/Public Affairs Officer Dominique Davis provided a presentation reviewing the process of how the Council can place a question on the November 2024 ballot if they desire to do so.

PUBLIC COMMENT: Jimmy Cook, Lynda Cunningham, James Valdez, Tiffinie Meyer, Ramona Oleata-Reed, Daylene Myers, Divine Meyers, Lucy Aarons, Mary Fitzgerald, Becky Stoffer, Debra Crumbley, Lynn Hurbert, Lisa Sears, Jen Gunter, Janna Brewer, Priscilla Gallo, Ray Riordan, Stephanie Brewmeyer, Regina Mason, Jake Osborne, Juan Perez, Shawnda LeBeouf, Tony Amarate, Edgar Ogarrio, Dennis Revell, no name give, Peter Kaiser, Karla Lobo, Francois Avery, Bobby Maxwell, Gwen Nash

On motion by Council/Agency Member Miller and second by Mayor Pro Tem/Vice Chair Pacheco, and carried by the following vote, the City Council/Successor Agency moved confirm the desire to submit "shall the use, sale and possession of safe and sane fireworks be banned in the City of Seaside?", and directed staff to return at the March 21 regular meeting with the proposed wording and draft resolution.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to establish the voter approval requirement as a majority.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

GENERAL PUBLIC COMMENT (RECONVENED): Regina Mason, no name given

B. CONSIDER AND DISCUSS POTENTIAL REVISIONS TO PARKING AND ENFORCEMENT POLICIES FOR RECREATIONAL VEHICLES, BOATS AND TRAILERS IN RESIDENTIAL AREAS

Economic Development & Community Planning Manager Andrew Myrick provided a presentation reviewing the proposal from staff to resolve issues with parking of recreational vehicles, boats and trailers in residential areas.

PUBLIC COMMENT: Peter Kaiser

The Council discussed the proposal and provided feedback and directed staff to return at future meeting with recommendations regarding operable/drivable RVs, utility connections, details regarding the proposal to require RVs to parked on driveway (and impacts on pedestrian sidewalk use), fold-outs or pop-outs that must be folded/retracted, and only fitted covers being permitted.

C. ADOPT A RESOLUTION ACCEPTING THE ANNUAL MID-YEAR FINANCIAL REPORT AND ADOPTING PROPOSED CHANGES TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2023-2024

This item will be considered at a future meeting.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

Council Member Burks provided more details for the requests made for:

1. Safety plan coordination (*2nd Council meeting in April*)
2. Family & Community Support Program Update (*2nd Council meeting in March*)

3. Short term rentals & transient occupancy tax update (*2nd Council meeting in April*)

The Council agreed to allow the items for upcoming meetings, and the City Manager committed to bringing the items back at the time specified.

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager followed up on a state ballot measure regarding taxpayer protection and government accountability act. A presentation regarding its impact and to inform the public will be provided at the first City Council meeting in April.

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

Reports provided.

12. CLOSED SESSION

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

PUBLIC COMMENT: Peter Kaiser

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: 1 McClure Way, commonly known as the Blackhorse and Bayonet Golf Course and Grand Hyatt Hotel site

Agency Negotiators: City Manager, et. al

Negotiating Parties: Seaside Acquisition Group et. al. and City of Seaside

Under Negotiation: Price, terms of payment or both

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

Monterey County Superior Court

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

Case Number: Case # 21CV003630

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT

CODE 54956.9

Potential Litigation (2 MATTERS)

13. ADJOURNMENT

With no further business, the meeting adjourned at 11:10 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING
440 HARCOURT AVE
Thursday, March 14,
2024
4:30 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 4:30 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: BURKS, MILLER, OGLESBY, PACHECO

ABSENT: GARCIA-ARRAZOLA

3. PLEDGE OF ALLEGIANCE

Led by City Clerk Dominique Davis

4. REVIEW OF AGENDA

No changes.

City Attorney Sheri Damon clarified for the record that the meeting being held was a special meeting and members of the public were present in person.

5. PUBLIC COMMENT

Bobby Maxwell

6. CLOSED SESSION

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

**A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO
GOVERNMENT CODE SECTION 54956.9(b)**

Potential Litigation (1 Matter)

7. ADJOURNMENT

With no further business, the meeting adjourned at 5:45 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: Nisha Patel, Public Works Director/City Engineer
Patrick Grogan, Associate Engineer

DATE: March 21, 2024

**SUBJECT: ADOPT A RESOLUTION APPROPRIATING \$25,000.00 FROM
THE GENERAL FUND TO THE LOCAL ROADWAY SAFETY
PROGRAM BUDGET AND AUTHORIZE THE CITY MANAGER TO
EXECUTE AMENDMENTS TO THE EXISTING PARAMETRIX
PROFESSIONAL SERVICES AGREEMENT**

RECOMMENDATION

Adopt a resolution appropriating an additional \$25,000.00 from the General Fund to the Local Roadway Safety Program (LRSP) budget, and authorize the City Manager to execute amendments to the existing Parametrix professional services agreement (PSA).

BACKGROUND

The Local Roadway Safety Program (LRSP) is a crash data driven safety evaluation of the City's roadway network, which develops and prioritizes systemic safety improvements for all modes of transportation, including pedestrians and cyclists. The goal of the LRSP is to reduce traffic related fatalities and severe injuries on the City's roadways and intersections. This is accomplished through a variety of tools, including public education, enforcement of laws and regulations, engineering solutions to traffic related problems, and emergency medical services.

On June 15, 2023, the City Council approved the development of the Local Roadway Safety Program as an addition to the Fiscal Year 2023/24 CIP project list and a Professional Services Agreement (PSA) with Parametrix for an amount not to exceed \$87,890.00. The City Council also authorized the City Manager to approve amendments to the Professional Services Agreement in the amount of \$8,789.00. Crash data analysis began in August 2023. During the course of the project, staff requested that Parametrix provide additional services for public outreach to residents of the City of Seaside.

Parametrix developed a presentation and presented it to the public at a public outreach event, held at Oldenmeyer Center on January 11, 2024. City staff provided notification in anticipation of the event via social media, an announcement at a council meeting, and postings on public message boards. The public outreach meeting had a lower than anticipated turn out.

City Staff requested that Parametrix provide a proposal to plan, notice, and run a second public outreach event. Parametrix's scope of work for this request is to draft and mail postcard notifications to 10% of parcels within the City of Seaside, as well as 25% of the parcels fronting Fremont Boulevard, Del Monte Avenue, and West Broadway; develop a digital survey; lead a second public outreach event, and provide a Spanish language translator at the public out reach event. The scope of work will also include the addition of the intersection of the Fremont Boulevard and Highway 1 ramps to the list of emphasis areas, requiring additional data analysis and priority project recommendations.

The remaining contingency that the City Manager has authorization is \$397.00. The proposed additional work is in the amount of \$19,797.00. An additional contingency of \$25,000.00 is necessary until completion of the project to address the additional scope of work.

Staff recommends adopting a resolution approving an appropriation of \$25,000.00 to the Local Roadway Safety Program from the General Fund; approving \$25,000.00 in additional contingency to the PSA with Parametrix, such that the total PSA amount does not exceed \$121,679.00; and authorizing the City Manager to execute any amendments and extensions to the PSA until completion of the project.

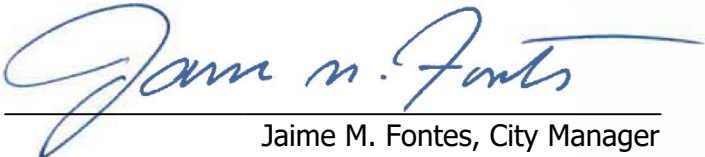
FISCAL IMPACT

The current total budget for the Local Roadway Safety Program (Account No. 212-8910-9570) is \$96,679.00. After the budget appropriation, the Local Roadway Safety Program would have a total budget of \$121,679.00.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROPRIATING \$25,000.00 FROM THE GENERAL FUND TO THE LOCAL ROADWAY SAFETY PROGRAM, AND APPROVING \$25,000.00 IN ADDITIONAL CONTINGENCY TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX, FOR A TOTAL PROJECT AMOUNT THAT DOES NOT EXCEED \$121,679.00

WHEREAS, on June 15, 2023, the City Council of the City of Seaside approved adding the Local Roadway Safety Program (LRSP) to the Capital Improvement Program, and a fiscal year 2023/2024 budget appropriation to the project account for the Project; and

WHEREAS, the LRSP involves a crash data driven safety evaluation of the City's roadway network, which develops and prioritizes systemic safety improvements for all modes of transportation, including pedestrians and cyclists; and

WHEREAS, on June 15, 2023, the City Council authorized the City Manager to execute a Professional Services Agreement (PSA) with Parametrix for the development of the LRSP for an amount not exceed \$87,890.00, and authorized the City Manager to execute amendments to the PSA in the amount of \$8,789.00 such that the full value may amount not to exceed \$96,679.00; and

WHEREAS, Parametric started work on the LRSP in August of 2023; and

WHEREAS, to date the work performed includes the evaluation of the crash data, development of program goals, presentation to a Technical Advisory Committee, development of a list of emphasis areas throughout the City, and presentation to the general public; and

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

WHEREAS, an additional \$25,000.00 contingency is required for the City Manager to authorize additional work for the LRSP; and

WHEREAS, an appropriation of \$25,000.00 to the project account is needed to complete the LRSP; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves appropriating \$25,000.00 to the LRSP (Account No. 212-8910-9570) from the General Fund for a total project budget of \$121,697.00; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves \$25,000.00 in additional contingency to the PSA with Parametrix for a total budget amount that does not exceed \$121,697.00; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute any amendments and extensions until completion of the project such that the total project budget amount does not exceed \$121,697.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of March, 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: March 21, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHAMPIONED CONSULTING IN AN AMOUNT NOT TO EXCEED \$36,000.00 TO PROVIDE ADDITIONAL SUPPORT FOR CITY WEBSITE REDESIGN, WEBSITE MAINTENANCE, AND COMMUNICATIONS ENGAGEMENT EFFECTIVENESS ANALYSIS

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a contract in an amount not to exceed \$36,000 with ChampionED Consulting for Communications and Community Engagement Support functions.

BACKGROUND

In November 2022, the City Council held a strategic planning session which included the refinement of the city's priorities, goals and objectives for the upcoming years. As part of the strategic planning session, the City Council amended and approved the priority work plan through fiscal year 2023-2024. Among the priorities added to the work plan, the Council directed staff to improve civic engagement using technology, implement branding standards, and to make a coordinated public information effort between departments, officials, communities and other groups. The development of a Citywide Communications Plan began in 2023, and is essential to fulfilling this directive. While the Public Affairs Officer oversees, plans and implements the program for communications and community engagement, the City does not currently possess the technical support staff with the expertise or resources to further development and implement a Citywide Communications Plan.

ChampionED Consulting is a firm that supports organizations in identifying and removing obstacles as it relates to their marketing and communications goals with

specialized experience in brand visualization and development, strategic communication, and operations management. The contract term will cover services rendered from March 2024 – June 30, 2024. Further budget needs will be assessed and projected to cover the fiscal year 2024-2025, with consideration whether a recruitment for a Communications and Community Engagement Specialist may be conducted within the same fiscal year.

The initial scope of work is categorized into four parts, and is the framework for supporting communications and community engagement efforts, which include but are not limited to: needs assessment; internal stakeholder interviews and alignment with Council expectations; tool kit development/deployment, training and assistance as needed; and providing support to coordinate effort among all staff, and stakeholders to ensure high levels of consistency and efficiency across all platforms.

Scope of Work	Details	Anticipated Cost
Conduct Research & Develop Communications Strategy	• Develop and finalize a comprehensive Citywide Communications Plan – a marketing and community relations program to inform the public of the activities and objectives of the City of Seaside • Provide support for City website and social media updates and content management • Research audience preferences and discover current trends • Suggest and implement new ways to promote civic engagement, like promotions and competitions	\$5,000.00
Establish Marketing & Design Standards & Develop Content	• Finalize the Citywide Communications Plan to support the policies and standards related to the content, appearance and timing of posted online information • Leads the content development for websites, multimedia tools, social media, press releases, articles and other marketing communication initiatives for	\$20,000.00

	- the City • Designs the content of City publications, design posters, fliers and advertisements • Design, edit and curate layout for the weekly City Newsletter • Create engaging text, image and video content for all communications platforms	
Establish Implementation Guidelines & Implement Strategy	• Develops and supervises the delivery of specific outreach efforts to target special population groups that may need assistance with connecting city services and programs • Stay up-to-date with changes in all social platforms, ensuring maximum effectiveness • Develop an optimal posting schedule, considering web traffic and customer engagement metrics	\$3,000.00
Provide Data & Reporting on Outcomes	• Provide regular reports to share the effectiveness of strategy on various platforms • Report on online reviews and feedback from residents and visitors	\$1,000.00

FISCAL IMPACT

The funding source for this agreement will be paid from contract services 100-0-2021-2075.

ATTACHMENTS

1. Resolution
2. Agreement

Reviewed for Submission to the City Council by:

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

Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH CHAMPIONED CONSULTING IN AN AMOUNT NOT TO EXCEED
\$36,000.00 TO PROVIDE ADDITIONAL SUPPORT FOR CITY WEBSITE
REDESIGN, WEBSITE MAINTENANCE, AND COMMUNICATIONS ENGAGEMENT
EFFECTIVENESS ANALYSIS**

WHEREAS, In November 2022, the City Council held a strategic planning session which included the refinement of the city's priorities, goals and objectives for the upcoming years; and

WHEREAS, Among the priorities added to the work plan, the Council directed staff to improve civic engagement using technology, implement branding standards, and to make a coordinated public information effort between departments, officials, community and other groups; and

WHEREAS, the development of a Citywide Communications Plan began in 2023, and is essential to fulfilling this directive; and

WHEREAS, While the Public Affairs Officer oversees, plans and implements the program for communications and community engagement, the City does not currently possess the technical support staff with the expertise or resources to further development and implement a Citywide Communications Plan.; and

WHEREAS, ChampionED Consulting is a firm that supports organizations in identifying and removal obstacles as it relates to their marketing and communications goals with specialized experience in brand visualization and development, strategic communication, and operations management; and

WHEREAS, The initial scope of work is categorized in four parts, and is the framework for support communications and community engagement efforts which include but are not limited to: needs assessment; internal stakeholder interviews and alignment with Council expectations; tool kit development/deployment, training and assistance as needed; and providing support to coordinate effort among all staff, and stakeholders to ensure high levels of consistency and efficiency across all platforms.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an agreement with ChampionED Consulting in an amount not to exceed \$36,000.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of March, 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
CHAMPIONED CONSULTING**

This agreement is made by and between the City of Seaside (City), and CHAMPIONED CONSULTING (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide Strategic Communications and Public Affairs Consulting as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed Thirty Six Thousand Dollars (\$36,000).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on March 1, 2024 and terminate June 30, 2024.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that

Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$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.

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

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

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Dominique Davis, City Clerk, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, ChampionED Consulting shall perform the services described in this Agreement.
- b. ConsultingED Consulting may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of LaShunda Nugent from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

Consultant:  _____
DAF44E48DBD84DD

By: LaShunda Nugent

Title: Chief Executive Officer

Address: 2061 Tanglewood Dr

waldorf, MD 20601

Dated: _____

City of Seaside:

By: Jaime M. Fontes

Title: City Manager

Attachments:

Exhibit A

Exhibit B

Scope of Work

Consultant's Proposal



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: March 21, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING A SPECIAL COUNSEL
CONTRACT TO ATTORNEY DON FREEMAN AND AUTHORIZING
THE CITY ATTORNEY TO EXECUTE THE CONTRACT**

RECOMMENDATION

Adopt a resolution approving special counsel contract and authorizing the City Attorney to execute the contract

BACKGROUND

The City from time to time requires the assistance of outside counsel to address special projects, investigations and/or address certain conflicts of interest that may exist within the City. This contract allows the City to utilize the services of Attorney Donald Freeman. Mr. Freeman also has an existing contract dated 6/6/2022 that had a cost cap of \$24,000. This agreement will amend that agreement to remove the cost cap and authorizes Attorney Freeman to submit any billing pursuant to that contract in excess of the cost cap. The new contract also provides additional clarifications related to noticing of the City and clarifying the scope of services that Attorney Freeman might provide to the City.

FISCAL IMPACT

Variable as needed.

ATTACHMENTS

1. Resolution - Contract Approval
 2. Exhibit A- City of Seaside and Donald G. Freeman
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION APPROVING SPECIAL COUNSEL CONTRACT AND
AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE CONTRACT**

WHEREAS, from time to time the City Council requires the assistance of outside special counsel to address special projects, investigations and/or address certain conflicts of interest that may exist within the City; and

WHEREAS, the City Council has retained and continues to retain special counsel Donald Freeman to perform specialized services as requested by the City Council; and

WHEREAS, Attorney Freeman has a valid contract dated June 6, 2022 which had a cost cap of \$24,000 and the City Council hereby intends to remove the cost cap and ratify any billing made by Attorney Freeman pursuant to that agreement which is in excess of the cost cap; and

WHEREAS, the City Council specifically adopted Resolution 20-87 which authorized the City Attorney to sign such contracts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the contract attached hereto, ratifies any billing made by Attorney Freeman pursuant to the June 6, 2022 agreement in excess of the cost cap and authorizes the City Attorney to execute the contract.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of March, 2024 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

EMPLOYMENT AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the CITY OF SEASIDE, hereinafter referred to as "CITY", and DONALD G. FREEMAN of the law offices of Perry and Freeman, hereinafter referred to as "ATTORNEY".

A. Term.

The term of this Agreement shall commence on March 21, 2024, on an as-needed basis until terminated by other party upon five (5) business days written notice.

B. Amendments of Prior Agreements.

This Agreement hereby amends that certain agreement dated June 6, 2022 to remove the \$24,000 cost cap and ratifies and authorizes any billing by ATTORNEY pursuant to that agreement that may exceed the \$24,000 cap.

C. Compensation.

ATTORNEY will provide general legal services to CITY at a rate of \$375.00 per hour.

C. Reimbursement of Costs.

ATTORNEY shall be reimbursed for actual out-of-pocket expenses and costs advanced or paid on behalf of the CITY, including court reporter fees and chargers, court costs, and costs of outside investigators or experts pertaining to CITY litigation. When specifically required to travel out of the county to conduct CITY related business expenses shall be billed as actual out-of-pocket costs unless otherwise negotiated. There will be no charge for actual travel time.

D. Legal Services.

Legal advice and legal opinions to CITY on general municipal matters, including but not limited to, litigation, administrative investigations, retain investigators, administrative hearings, land use, water and economic matters as maybe requested from time to time by CITY through either City Council, the City Attorney or in the case that the City Attorney refers it to the City Manager due to a conflict.

E. Independent Contractor.

ATTORNEY shall perform requested legal services under this Agreement as an independent contractor.

F. Notices.

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

CITY:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: City Attorney

ATTORNEY:

Donald G. Freeman
Perry and Freeman
P.O. Box 805
Carmel, CA 93921

E-mail copy to cityattorney@ci.seaside.ca.us

G. Immunity.

As an authorized representative of CITY, ATTORNEY shall be recognized as having rights to any immunity CITY is entitled to. In no event shall any duties contained in this Agreement, or otherwise herein, negate any legal protections or immunities available to the parties under local, state or federal law.

H. Corporate Authority.

The person executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove written.

CITY

ATTORNEY

SHERI L. DAMON
City Attorney

DONALD G. FREEMAN



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: March 21, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PURCHASE
AGREEMENT WITH SALINAS VALLEY FORD FOR A DUMP TRUCK
IN THE AMOUNT OF \$95,755.00 FOR USE BY THE
MAINTENANCE AND UTILITIES DIVISION**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a purchase agreement with Salinas Valley Ford for a dump truck for an amount not to exceed \$95,755.00.

BACKGROUND

The Maintenance and Utilities Division budgeted \$20,000 in five different sections accounts for a total of \$100,000.00 for the purchase of a dump truck in the 2023/24 Fiscal Year.

On March 7, 2024, the City Council approved to purchase a used dump truck from Salinas Valley Ford in the amount of \$88,746.00. Unfortunately, right after the Council approved the item, the used dump truck got sold to another customer.

The Maintenance and Utilities Division is requesting again to purchase a dump truck from Salinas Valley Ford for use by the maintenance staff in support of five Divisions within the Department to include the Presidio of Monterey Annex (POMA) Contract, with the federal government. The dump truck will generate revenue from the POMA account through equipment rental rates billed when used in support of the contract.

The Maintenance and Utilities Division looked into purchasing a new dump truck. Three dealers in the Seaside Auto Center were contacted. Ford could not locate one and directed staff to Salinas Valley Ford. Salinas Valley Ford provided the attached proposal for the purchase of a dump truck. The other two dealers were unable to locate a new

dump truck.

The dump truck is a 2024 Ford-550 SD Regular Cab Truck with a dump bed for \$95,755.00. The prices shown above include all applicable fees and taxes.

FISCAL IMPACT

If the City Council authorizes the purchase of the used dump truck, the fiscal impact will be \$19,151.00 from each of the following Maintenance and Utilities Division accounts, 8187 Department Equipment: 100 8420 Parks, 210 8110 Streets, 271 8110 Storm Water, 401 8620 Water and 951 8820 Sanitation for the total purchase price of \$95,755.00.

ATTACHMENTS

1. Resolution
 2. Proposal from Salinas Valley Ford
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP TRUCK FROM SALINAS VALLEY FORD IN THE AMOUNT OF \$95,755.00 FOR USE BY THE MAINTENANCE AND UTILITIES DIVISION

WHEREAS, the City of Seaside is committed to providing excellent municipal services to the residents of Seaside; and

WHEREAS, dump trucks are used to provide services in support of this commitment; and

WHEREAS, the City of Seaside owned and operated a 1989 dump truck of the same size as a 2024 Ford-550 SD Truck with a dump bed; and

WHEREAS, the dump truck incurred and was in need of substantial repairs which created significant down time; and

WHEREAS, the existing Public Works Maintenance Division dump truck, is at the end of its useful life and requires replacement; and

WHEREAS, purchase of a dump truck would support the department's commitment of providing excellent municipal service; and

WHEREAS, On March 7, 2024, the City Council approved to purchase a used dump truck from Salinas Valley Ford in the amount of \$88,746.00. Unfortunately, right after the Council approved the item, the used dump truck got sold to another customer; and

WHEREAS, The Maintenance and Utilities Division budgeted \$20,000 in five different section accounts for a total of \$100,000.00 for the purchase of a dump truck in the 2023/24 Fiscal Year; and

WHEREAS, Salinas Valley Ford has a 2024 Ford-550 SD Truck with a dump bed for a price of \$95,755.00.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorizes the City Manager to execute a purchase agreement for an amount not to exceed \$95,755.00 for the purchase of a Ford-550 SD Dump Truck from Salinas Valley Ford.

BE IT FURTHER RESOLVED, the City Council of the City of Seaside does hereby

rescind Resolution No. 24-21 which previously approved the used dump truck in the amount of \$88,746.00.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 21st day of March, 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425



Client Proposal

Prepared by:

Leyton Felix

Office: 831-444-4485

Quote ID: 4X4DMP550

Date: 03/11/2024



Salinas Valley Ford Trucks | 1100 Auto Center Cir , Salinas, CA, 93907

Office: 831-444-4485 | Fax: 831-758-9053



Prepared by: Leyton Felix

03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

Re: Quote ID 4X4DMP550 03/11/2024

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Leyton Felix



Prepared by: Leyton Felix
03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

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Prepared by: Leyton Felix

03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

F5H	Base Vehicle Price (F5H)	\$57,420.00
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Packages

660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
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Powertrain

99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.	\$1,155.00

Wheels & Tires

TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included.	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Leyton Felix

03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

As Configured Vehicle (cont'd)

Code	Description	MSRP
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Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps	\$225.00
41P	Transfer Case Skid Plates	\$100.00
61J	6-Ton Hydraulic Jack	\$55.00
86M	Dual 68 AH/65 AGM Battery	\$210.00
18B	Platform Running Boards	\$320.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Leyton Felix
03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

Emissions

425	50-State Emissions System	STD
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Exterior Color

Z1_01	Oxford White	N/C
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
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Upfit Options

0066	ENOVEN DUMP	\$26,775.00
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SUBTOTAL		\$87,070.00
Destination Charge		\$1,995.00
TOTAL		\$89,065.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Leyton Felix

03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$57,420.00
Options	\$2,875.00
Colors	\$0.00
Upfitting	\$26,775.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$89,065.00

Pre-Tax Adjustments

Code	Description	MSRP
0001	Fleet & SVF Discount	-\$2,000.00

Fleet & SVF Discount

Subtotal	\$87,065.00
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Sales Taxes

Code	Description	MSRP
0388	Sales Tax 9.25%	\$8,061.38
Subtotal		\$95,126.38

Post-Tax Adjustments

Code	Description	MSRP
5454	DOC FEE	\$85.00
EDF	ELECTRONIC FILING FEE	\$33.00
TIRE FEE	TIRE FEE	\$10.50
1234	catalytic converter etching	\$500.00
Subtotal		\$95,754.88
Total		\$95,754.88

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Leyton Felix
03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date



Prepared by: Leyton Felix
03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * Running boards
- * Front tires LT load rating: G
- * Overdrive transmission
- * Transmission electronic control
- * Alternator Amps: 250A
- * Driveline managed traction control
- * Dual lead acid battery
- * Injection Type: sequential MPI
- * Fuel tank capacity: 40.00 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * SYNC 4 external memory control
- * Wheelbase: 169.0"
- * Axle to end of frame: 47.2"
- * Tire/wheel capacity rear: 15,000 lbs.
- * Spring rating front: 5,600 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting

- Exterior: Oxford White
Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat
- * 19.5 x 6-inch front and dual rear argent steel wheels
 - * LT225/70RS19.5 AS BSW front and rear tires
 - * Lock-up transmission
 - * PTO transmission provision
 - * Stainless steel single exhaust
 - * Battery rating: 750CCA
 - * Battery run down protection
 - * Auxiliary power take-off
 - * 8 inch primary LCD display
 - * Wireless audio streaming
 - * Seek scan
 - * Vehicle body length: 254.8"
 - * Cab to axle: 84.0"
 - * Axle capacity rear: 14,706 lbs.
 - * Axle capacity front: 7,000 lbs.
 - * Firm ride suspension
 - * Power door mirrors
 - * Manual folding door mirrors
 - * Daytime running lights

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$57,420.00
Order Code 660A	N/C
Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift 10-Speed Automatic	Included
Tires: 225/70Rx19.5G BSW A/P	Included
Wheels: 19.5" x 6" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
169" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
SYNC 4 Communications & Entertainment System	Included
Oxford White	N/C
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Platform Running Boards	\$320.00
6-Ton Hydraulic Jack	\$55.00
Transfer Case Skid Plates	\$100.00
Dual 68 AH/65 AGM Battery	\$210.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Leyton Felix
03/11/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 425 | Quote ID: 4X4DMP550

Major Equipment

* Light tinted windows	* Variable intermittent front windshield wipers
* Driver front impact airbag	* Seat mounted side impact driver airbag
* Cancellable front passenger air bag	* Seat mounted side impact front passenger airbag
* 6 airbags	* SecuriLock immobilizer
* Manual climate control	* 40-20-40 split-bench front seat
* Split-bench front seat	* Driver seat with 4-way directional controls
* Front passenger seat with 4-way directional controls	* Height adjustable front seat head restraints
* Manual front seat head restraint control	* Front seat center armrest
* Front seat armrest storage	* Manual reclining driver seat
* Manual driver seat fore/aft control	* Manual reclining passenger seat
* Manual passenger seat fore/aft control	* Vinyl front seat upholstery
* Vinyl front seatback upholstery	* Manual driver seat lumbar
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes
* Brake assist system	* Hill Start Assist

As Configured Vehicle

	MSRP
XL Chrome Package	\$225.00
Chrome Front Bumper	Included
Bright Grille	Included
Remote Start	Included
Halogen Fog Lamps	Included
Rear View Camera & Prep Kit	\$415.00
GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
Limited Slip w/4.88 Axle Ratio	\$395.00
SUBTOTAL	\$60,295.00
Destination Charge	\$1,995.00
TOTAL	\$62,290.00

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Romeo Herrera, Chief Building Official

DATE: March 21, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH WEST COAST CODE CONSULTANTS, INC. IN AN AMOUNT NOT TO EXCEED \$100,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

RECOMMENDATION

It is recommended that the City Council Authorize the City Manager to sign a contract with West Coast Code Consultants, Inc. in the amount not to exceed \$100,000.00 to provide building and safety services to the Building and Code Enforcement Department.

BACKGROUND

Building, Safety and Code Enforcement Services requires staff with specialized knowledge and expertise in various areas of design and construction related to building code standards. These areas include but are not limited to architectural, structural, fire-safety, accessibility/CASp (Certified Access Specialist), energy, mechanical, electrical and plumbing.

The City, on occasion, is in need of consultants who specialize in these fields to provide additional technical support for City staff. With multiple small, medium and large projects in the queue, the City is in need of additional building, safety and code enforcement services to augment our current staff in providing plan check, field inspection, and permitting services.

On December 28, 2023 a Request for Qualifications for Building and Safety Services was advertised to create an on-call list of consultants. On February 1, 2024 the on-call list was approved by the City Council, Resolution 24-07.

FISCAL IMPACT

The funding for Building and Safety Services Contract are within the Building and Code Enforcement Services Department Budget for this fiscal year. The funds are encumbered as follows: \$80,000.00 from budget number 100-07210-2073 and \$20,000.00 from budget number 100-7220-2073.

ATTACHMENTS

1. PSA_Building and Safety Services- FINAL Packet
 2. 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 a black, sans-serif font.

Jaime M. Fontes, City Manager



CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT FOR BUILDING & SAFETY SERVICES

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR BUILDING AND SAFETY SERVICES ("AGREEMENT"), is made and effective as of March 01, 2024 between the City of Seaside ("AGENCY"), a municipal corporation and West Coast Code Consultants, Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on March 01, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than one (1) year with the option to extended for two (2), six month terms OR unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. 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.

IV. AGENCY MANAGEMENT

Agency's Chief Building Official 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 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 V hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 V.

VII. 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 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies 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.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub consultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY

as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. 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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or 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 AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub consultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law

from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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 Romeo Herrera, Chief Building Official 440 Harcourt Avenue Seaside, CA 93955
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To CONSULTANT:	West Coast Code Consultants, Inc. Donald Zhao, Vice President, Regional Manager 417 Grand Avenue, Suite 201 South San Francisco, CA 94080
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XVII. 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, only CONSULTANT shall perform the services described in this AGREEMENT. West Coast Code Consultants, Inc., may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) day's notice prior to the departure of Donald Zhao 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" 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. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____

Donald Zhao
Vice President
West Coast Code Consultants, Inc.

Jaime M. Fontes

City Manager
City of Seaside

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

The ultimate scope of the services and list of deliverables will be determined when such services are requested on a task-by-task/project level basis.

- Building and Safety Services in-house staffing for office coverage, residential and commercial plan checks, related to California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Residential and commercial building inspections.
- Third party commercial and residential Plan Check for California Building, Residential, Electrical, Plumbing, Mechanical Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Contract Building Inspection Services (combination) short or long-term assignments.
- Certified Accessibility Specialist availability.
- Contract Code Enforcement Services
- Senior Combination Building Inspectors
- Certified and experienced Permit Technicians

EXHIBIT B

PAYMENT AND RATE SCHEDULE

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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

Proposed Fee Schedule

WC³ proposes the following rates based on a percentage of the plan review fees collected by the City of Seaside. A listing of hourly rates additionally depicts rates proposed for all field inspection, miscellaneous and personnel assigned to this project.

WC³ Proposed Fee and Rate Schedule	
<i>*Additional notes and details included on the subsequent page.</i>	
FIXED FEE / CONTRACT RATES	
Comprehensive Plan Review	65% of Plan Review Fees
Structural Only Plan Review	40% of Plan Review Fees
Revisions, Deferred Submittals, RFI's etc.	As Per Hourly Rates Below
Minimum Plan Review for Fixed Fee Projects	\$280 (2-Hour Minimum Rate)
Expedited Plan Review	150% of Contract Rates
Electronic Plan Review / Auto Coordination	No Additional Cost
HOURLY RATES*	
Certified Accessibility Specialist Plan Reviewer / Inspector	\$155.00 / Hour
Plan Review Structural Engineer (Registered SE)	\$155.00 / Hour
Plan Review Engineer (Registered PE)	\$150.00 / Hour
Building Plans Examiner	\$140.00 / Hour
Fire Plans Examiner	\$145.00 / Hour
ICC Certified Senior Building Inspector	\$140.00 / Hour
ICC Certified Building Inspector III	\$130.00 / Hour
ICC Certified Building Inspector II (Commercial)	\$120.00 / Hour
ICC Certified Building Inspector I (Residential)	\$110.00 / Hour
Permit Technician / Administrative Support	\$90.00 / Hour
Expedited Plan Review	150% of Hourly Rates
PREVAILING WAGE HOURLY RATES**	
Prevailing Wage Rate of Inspectors	\$184.00 / Hour
MISCELLANEOUS SERVICES	
Reimbursable Expenses	At Cost + 10%
Courier / Delivery Expenses	No Additional Cost
Mileage Expenses	IRS Standard Rate
Trip Fee	Staff Hourly Rate + IRS Standard Rate***

Continued on next page...

Proposed Fee Schedule

(Continued)

* **Annual Hourly Rate Adjustment** - WC³'s proposed hourly rates are applicable through June 30, 2024. Hourly rates are subject to an annual increase based on a minimum 3% cost-of-living, the Engineering News Record's (ENR) Construction Cost Index (CCI), or the Consumer Price Index - Urban (CPI-U); whichever is greater.

Fixed Fee Plan Review Services - Plan check services include an initial review, second review and minor third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the City.

Preliminary, Revisions and Deferred Submittals - Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals, etc. will be completed on an hourly basis with a minimum charge of 2-hours and a mutually acceptable not-to-exceed amount.

Expedited Plan Review - Expedited plan review may be accommodated upon request with 24 hours notice. This service will be accommodated for both percentage based and fixed fee/contract rate packages, as well as for hourly rate contracts and services.

Electronic Plan Review - Electronic plan review services will be performed for percentage based plan review services facilitated off-site at WC³ office locations, as well for hourly plan review projects associated with in-house City services. WC³ will automatically coordinate all processes.

** **Prevailing Wage Assignments** - Proposed hourly rates for Inspection Services are not applicable to prevailing wage assignments. Any prevailing wage assignment rates submitted to the jurisdiction will comply with State of California's Department of Industrial Relations (DIR) regulations.

On-Site, In-House or Inspection Services - On site or in-house services (plan review, permit technician, CBO services) will be provided in eight (8) hour segments. An eight (8) hour minimum is required for all requested inspection services.

Overtime - On-site, in-house or inspection services more than forty (40) hours a week, overtime work, holiday work, weekend work, etc. will be invoiced as follows:

- **Overtime** – One hundred fifty percent (150%) of regular rates. Overtime is defined as working more than forty (40) hours a week, more than eight (8) hours a day or more than six (6) consecutive days in a week.
- **Double Overtime** – Two hundred percent (200%) of regular rates. Double overtime is defined as working more than twelve (12) hours a day or working more than eight (8) hours on the seventh consecutive day of work.
- **Holidays and Weekends** – Two hundred percent (200%) of regular rates.

Reimbursable Expenses - Reimbursable expenses (i.e. specialized equipment rental or printing costs) will be authorized prior to charge and billed at actual cost + 10% mark up.

Courier / Delivery Expenses - Should the need arise, WC³ will use our established shipping service to pick up documents for courier/delivery to and from our WC³ office(s) at no additional cost.

Mileage Expenses - When applicable, reimbursements for mileage are for the use of personal automobiles within the City's limits, typically Building Inspectors. Reimbursements for mileage are applicable to the staff hourly rate plus the Internal Revenue Service's (IRS) standard mileage rate.

*** **Trip Fee** - A trip fee will be applicable each way for all on-site consultations required for plan review, staff augmentation, or inspections. Trip fee expenses are applicable to the staff hourly rate plus the Internal Revenue Service's (IRS) standard mileage rate.

Invoicing Procedures - At the beginning of each month, WC³ will furnish an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record, if applicable, of the month's actual reimbursable and mileage expenditures.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
REQUEST FOR PROPOSAL

**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL
ON-CALL CONSULTANTS - BUILDING SERVICES
DECEMBER 28, 2023**

The City of Seaside, hereinafter (City) is requesting proposals from qualified Building and Safety (Consultant) firms in response to this Request for Qualifications (RFQ) to provide professional services and staff augmentation to support the following:

- On-call consulting services for the Building Division;
- On-call Building Services related activities (i.e. counter staffing, permit issuance);
- Building and Safety related activities

The selected Consultant will be responsible for providing staff augmentation services in various areas of the Building Department. The City of Seaside intends to create an “On Call” list to provide Building and Safety augmentation services. Consultants will be selected based on the responses to this RFQ.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles. Seaside is the largest city on the Monterey Peninsula with 33,878 residents. A large part of the City of Seaside's area, 6.44 square miles, lies within the former Fort Ord military base. From time to time, the City of Seaside may contract with outside consultants to augment staffing. This RFQ is intended to augment staffing for the Building Department.

II. PROPOSED SCOPE OF WORK

The City is seeking to develop a list of qualified “On-Call” Consultants to provide building and safety review support to support processing of various development applications and/or plans or to complete the preparation and processing of environmental documents required for compliance with the California Environmental Quality Act (CEQA) or building and safety related activities. The list of projects may include, but is not limited to:

Building and Safety Services Related:

- Building and Safety Services in-house staffing for office coverage, residential and commercial plan checks, related to California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Residential and commercial building inspections.
- Third party commercial and residential Plan Check for California Building, Residential, Electrical, Plumbing, Mechanical Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Contract Building Inspection Services (combination) short or long-term assignments.

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- Certified Access Specialist (CASp) availability.
- Contract Code Enforcement Services
- Senior Combination Building Inspector
- Certified and experienced Permit Technician

The selected Consultants will be on an “On-Call”, “As Needed” basis for a one (1) year period with an option to extend for one (1) year and a second option to extend for one (1) year, for a total three (3) year term.

The ultimate scope of the services and list of deliverables will be determined when such services are requested on a task-by-task/project level basis. A separate fee proposal will be required for each task/project requested including hourly rates and fixed fees. Consultants need not be capable of providing all of the listed services to receive a contract. State clearly the portion of the Scope of Services that the Consultant intends to provide.

It is anticipated that during the two (2) year term that the City will award a Task Order to an “On-Call” consultant who has/have best met requested task-by-task/project level qualifications and with whom the City has successfully completed negotiations regarding billing rates and fees. The actual contract amount is not to exceed \$1,000,000 (one million dollars) and the amount of work may vary depending on the consultants’ qualifications and the amount of work needed by the City.

The ideal candidate has a good working knowledge of the following documents:

1. State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004
2. City of Seaside Municipal Code
3. ALL of 2022 California Building Codes and documentation required to be provided/submitted to the Building Department as a project progresses from one phase into the next, including but not limited to Energy forms, special reports, field plan changes, as an example.

Attachment A contains a copy of the Standard Consultant Agreement, which includes standard terms and conditions and insurance requirements applicable to the performance of this work.

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications. In reviewing the proposals, the City of Seaside considers the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The SOQ must be concise (maximum 15 pages) and include, at a minimum, the following information:

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience working for public entities.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address.

All proposing firms must be professionally engaged in Building and Code Enforcement with experience in the public sector for a minimum of ten (10) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

- 1. Contract Building Inspection Services
- 2. Permit Issuance
- 3. Code Enforcement
- 4. Third party commercial and residential Plan Check for California Building, Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFQ, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFQ, **via email** to:

Romeo Herrera,
Chief Building Official
831-899-6733
rherrera@ci.seaside.ca.us

**Request for Qualifications
Building & Safety Services Staff Augmentation**

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside at least three (3) business days prior to the proposal due date. Any City of Seaside response to such a request will be made in the form of an addendum to this RFQ and will be sent by e-mail to all parties to whom this RFQ has been issued prior to the proposal due date. All addenda shall become part of this RFQ.

All correspondence from the City of Seaside for this RFQ will be by either email or regular mail. In order to ensure that all interested Consultants are notified of such clarifications or corrections, please provide your email and contact information to Mr. Herrera at the email address listed above if your firm intends to submit a Proposal.

V. SUBMITTAL OF PROPOSALS

Please submit three (3) hard copies and one (1) electronic copy in PDF format of your Proposal, identified on the outside of the envelope as "**Proposal for Professional Services**" to arrive at the City of Seaside's offices not later than 4:30 p.m. Pacific Time on Friday, January 19, 2024 addressed as follows:

Mr. Romeo Herrera
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6733

Proposals received by the City of Seaside after this deadline will not be accepted. Emailed submissions are acceptable but cannot contain zipped files or files larger than 5 Mbytes.

All material submitted in accordance with this RFQ becomes property of the City of Seaside and will not be returned.

VI. EVALUATION PROCESS

Agency staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria and assigned points:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work? - 20 points
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?- 20 points

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3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? - 20 points
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget? - 10 Points
5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format. - 15 Points
6. *Responsiveness.* Ability to perform services at City of Seaside City Hall at a fair and reasonable cost. Ability to respond to request for service in a timely manner. – 15 points

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

VII. SELECTION PROCESS

Based on staff recommendation, City Council will consider approval of consultant(s). The City Council may approve selected firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City Council, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFQ	December 28, 2023
Receipt of Proposals	January 19, 2024
Review/Rate Proposals	January 22-23, 2024
Interview Consultant(s), if necessary	January 25-26, 2024
Council approval of On-Call List	February 15, 2024
Start of Contract	February 28, 2024

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Qualifications. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside will make a recommendation to the City Council regarding the selection of Consultant

based upon an evaluation of the proposals. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will establish a list of Consultants with which the City may enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment A.

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements, as outlined in Attachment B.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City of Seaside with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFQ.

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XIV. DISQUALIFICATION

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

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

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFQ process:

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFQ does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City of Seaside reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
 - 2. Modify and re-issue the RFQ;
 - 3. Take action regarding the RFQ as may be deemed to be in the best interest of the City of Seaside.
- D. The City of Seaside reserves the right to verify any information provided during the RFQ process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside and of the Consultant.
- F. While it is the intent of the City of Seaside to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFQ at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFQ.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.

Request for Qualifications
Building & Safety Services Staff Augmentation

- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

Attachment A – Sample Agreement

Attachment B – Insurance Requirements

EXHIBIT E
CONSULTANT'S PROPOSAL



Attn: Mr. Romeo Herrera
Chief Building Official
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
rherrera@ci.seaside.ca.us

STATEMENT OF QUALIFICATIONS

Proposal Prepared for: City of Seaside, CA
Submitted by: Friday, January 19, 2024 @ 4:30 pm

On-Call Consultants Building Services

West Coast Code Consultants, Inc.
South San Francisco Regional Office
417 Grand Avenue, Suite 201
South San Francisco, CA 94080

CALIFORNIA | UTAH | WASHINGTON | NEVADA | IDAHO

Teaming with Your Community to Make a Difference

Photo Credit: <https://www.ci.seaside.ca.us>

PROJECT CONTACT:

Donald Zhao, PE, MCP, CBO
Vice President, Regional Manager
417 Grand Avenue, Suite 201
South San Francisco, CA 94080
P: (650) 754-6353
C: (925) 997-4322
E: Donald@WC-3.com



West Coast Code Consultants, Inc.



West Coast Code Consultants, Inc.

Cover Letter

January 19, 2024

Mr. Romeo Herrera
Chief Building Official
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Request for Qualifications - On-Call Consultants Building Services

Attn: Mr. Romeo Herrera,

West Coast Code Consultants, Inc. (WC³) is thrilled to present our statement of qualifications to the City of Seaside, California City. We are offering our services to provide On-Call Consultants Building Services as necessary in support of the City.

WC³ has a proven track record of providing reliable support and excellent service for providing complete Building and Safety Services throughout California. We are confident in our ability to provide these important services to your City.

Our team of professionals includes licensed civil engineers, structural engineers, fire protection engineers, land surveyors, ICC-certified building officials, fire marshals, plans examiners, building and public works inspectors, permit technicians, and other experts. Our vast experience working on various civil, engineering, architectural, structural, mechanical, electrical, plumbing, solar, fire, and energy projects has provided WC³ with unparalleled knowledge of local codes and ordinances, State Codes, Federal Codes, and Standards.

Our combined experience, knowledge, and customer service are key to our performance. We are fully capable of meeting the staff augmentation, third-party plan check, building inspection, code enforcement and permitting needs for your projects. Our prime strategies for serving your agency are as follows:

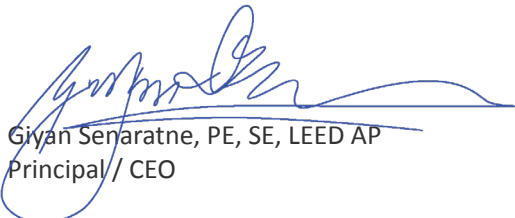
- ▶ Provide accurate and responsive plan review, inspection, code enforcement, and permitting services to ensure compliance with applicable codes and standards.
- ▶ Provide the highest level of customer service and perform plan reviews and inspections that meet or beat standard turnaround times.
- ▶ Balance the need to ensure conformance to standards and regulations with the need for predictability, uniformity, and efficiency.

We thank you for your consideration and look forward to an opportunity of working together. We are confident in our ability to meet the needs of the City of Seaside and eager to deliver professional, thorough service with our diverse, experienced team. If you have any questions or require further information, please feel free to contact me, or our Vice President and Regional Manager, Mr. Donald Zhao, at anytime. He can be reached at:

Donald Zhao, PE, MCP, CBO - Vice President/Regional Manager
West Coast Code Consultants, Inc. | South San Francisco Regional Office

417 Grand Avenue, Ste. 201 | South San Francisco, CA 94080 | P: (650) 754-6353 | E: Donald@WC-3.com

Sincerely,



Giyan Senaratne, PE, SE, LEED AP
Principal / CEO

Table of Contents

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▶ References	15
▶ Appendix - Resumes	16



WEST COAST CODE CONSULTANTS, INC.

Donald Zhao, PE, MCP, CBO | **P:** (650) 754-6353 | **E:** Donald@WC-3.com
417 Grand Avenue, Suite 201, South San Francisco, CA 94080 | **www.WC-3.com**

Photo Credit: <https://www.ci.seaside.ca.us>

Company Information

Firm Overview

West Coast Code Consultants, Inc. (WC³) is a code compliance consulting firm, specializing in comprehensive plan review, inspection and staff augmentation services. Founded by Giyan Senaratne in 2006, WC³ is not a subsidiary of any other firm. The company has experienced steady growth over the past 17 years and has evolved from a small central team in California to an industry leader throughout the United States. WC³ serves clients with 11 office locations in six states and over 125 employees. Shall a contract be awarded to our firm, our South San Francisco Regional Office will primarily service the City of Seaside contract. No sub-contractors or sub-consultants will be utilized to perform the work.

Regional / Client Manager

Donald Zhao, PE, MCP, CBO - Vice President
P: (650) 754-6353 | Donald@WC-3.com

Plan Review Manager

H. Zahra Fattah
P: (925) 275-1700 | Zahra@WC-3.com

Building Inspection Manager

H. Joe Rossbach, MCP, CBO
P: (650) 754-6353 | JoeR@WC-3.com

Staff	Entity	Federal ID/Tax ID
125	S-Corp	204707579

Corporate Office

5000 Executive Parkway, Suite 510
San Ramon, CA 94583
P: (925) 275-1700 | F: (925) 275-0600

South San Francisco Regional Office

417 Grand Avenue, Suite 201
South San Francisco, CA 94080
P: (650) 754-6353 | F: (925) 275-0600

Recognition & Accomplishments

- ICC Preferred Education Provider (#1129)
- AIA Education Provider (#38839994)
- 2022, 2014 & 2010 ICC Chapter Industry Awards for Excellence
- 2021, 2019 & 2015 ICC Chapter Education Awards
- 2019 ICC Chapter Permit Tech of the Year
- 2021 Plumbing Essentials Handbook Author
- 2021 & 2018 IBC Handbook Co-Author
- 2018 IEBC Handbook Author
- 2018 IRC Plan Review Course Developer
- 2018 IBC Structural/Non-Structural Plan Review Course Developer



COMMUNICATION

Good communication is a top priority in providing good service. WC³ staff members assigned to the City of Seaside projects will be responsive and easy to contact by email and/or phone.



ON-TIME PLAN REVIEW

Our qualified team performs a variety of timely reviews, including:

Residential Developments
Commercial Occupancies
Tenant Improvements
Institutional Facilities
Essential Service Buildings
Medical Labs & Facilities
Public Works & More



QUALIFIED

WC³ has been providing building department services and more for over a decade. Each team member working on the City of Seaside projects will have obtained all requisite certifications and licensing.



Highlights



Qualifications and Experience

General and Special Skills

WC³ has been serving local jurisdictions with complete plan review, inspection, staff augmentation and other comprehensive services for almost 17 years. The company was founded on a commitment to supporting municipalities with exceptional service, code expertise and creative problem-solving. The same guiding philosophy continues to serve our clients to this day and WC³ continues to thrive with the ability to adapt to each client's needs. Whether it's a 40-story high-rise, or a complex mixed-use commercial and residential occupancy, we've assisted coastal and inland cities throughout California with all types of projects—both large and small. Our team of highly qualified professionals is licensed, certified and understands all aspects of code. We strive to meet aggressive turnaround times to keep projects on schedule and always address questions and concerns in a polite and friendly manner.

When in-house teams are understaffed, require specific expertise on complex projects, or feel overwhelmed with a long list of projects, WC³ is available to handle all technical aspects or project overflow for your community. We serve in matters to help fulfill obligations and can join in on phone calls or meetings with city officials, employees or applicants. In many instances, our employees have served jurisdictions in a variety of roles, including administrative or front counter support, permit technicians, or to provide interim building official or third-party plan check services. We strive for complete satisfaction and our remarkable employees are always ready to assist.

WC³ is recognized as an industry leader with a team who maintains a high level of skill and experience. Through our WC³ Academy, we are often invited to host live instructor training, as well as online, on-demand training courses in building safety and fire prevention for field and technical staff, nationally. We remain a leader in meeting ever-changing industry standards and our employees are continually challenged to enhance their educations and pursue relevant certifications. This combination of experience, knowledge and customer service is the key to our success and helps us provide the very highest quality of service possible.

BUILDING SAFETY | FIRE PREVENTION | ENERGY & POWER PUBLIC WORKS & CIVIL ENGINEERING | WC³ ACADEMY | ePROCESS360

Building/Fire Plan Reviews
Civil/Public Works Plan Review
Code Interpretation
Code Enforcement

Building/Fire/Civil/Energy Inspection
Building Official/Fire Marshal Services
Administrative Services
Staff Augmentation

Code Training/Education
Online Permitting/Municipal
Software Solutions
And More!



Our Team

The WC³ team is comprised of licensed and certified...

Structural Engineers	Certified Accessibility Specialists
Civil Engineers	Certified Plans Examiners
Fire Protection Engineers	Certified Building Inspectors
Certified Fire Marshals	Certified Public Works Inspectors
Certified Building Officials	Certified Fire Inspectors
Certified SWPPP Designers	Certified Permit Technicians

Experience and Expertise to Address the Scope of Services

WC³ strives to adapt to the styles and requirements of the jurisdictional clients we serve. Every community is unique, and our staff is trained to provide individualized support for each of our clients. We are confident in our ability to perform the duties outlined by the City of Seaside. If awarded a contract, WC³ will provide building and safety review support to support processing of various development applications and/or plans or to complete the preparation and processing of environmental documents required for compliance with the California Environmental Quality Act (CEQA) or building and safety related activities. The list of projects may include, but is not limited to:

Building and Safety Services:

- Building and Safety Services in-house staffing for office coverage, residential and commercial plan checks, related to California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Residential and commercial building inspections.
- Third party commercial and residential Plan Check for California Building, Residential, Electrical, Plumbing, Mechanical Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Contract Building Inspection Services (combination) short or long-term assignments.
- Certified Accessibility Specialist availability.
- Contract Code Enforcement Services
- Senior Combination Building Inspectors
- Certified and experienced Permit Technicians
- WC³ will be on an “On-Call”, “As Needed” basis for a one (1) year period with an option to extend for one (1) year and a second option to extend for one (1) year, for a total three (3) year term.
- WC³ understands that the ultimate scope of the services and list of deliverables will be determined when such services are requested on a task-by-task/project level basis. Separate fee proposals will be provided for each task/project requested including hourly rates and fixed fees. At this time, a rate schedule has not been included along with the submittal of this proposal. However, as previously mentioned, separate fee proposals will be provided for each task or project requested, including hourly rates and fixed fees.

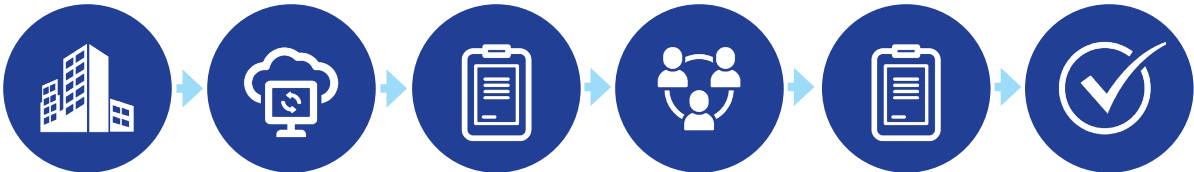
WC³ has a good working knowledge of the following documents:

- 1. State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004
- 2. City of Seaside Municipal Code
- 3. ALL of 2022 California Building Codes and documentation required to be provided/submitted to the Building Department as a project progresses from one phase into the next, including but not limited to Energy forms, special reports, field plan changes, as an example.

Qualifications and Experience

(Continued)

WC³ will work in a seamless and timely manner for all proposed services according to the City of Seaside's preferred procedures. An outline to WC³'s general process and methodologies associated with plan checking can be viewed below.

PLAN REVIEW PROCESS & METHODOLOGY	
	
Incoming Project	WC ³ Processing
Plan Check	Communication
Rereck	Approval
Incoming Project	WC³ will serve the City of Seaside with electronic plan submittals, accepting and delivering plans back and forth via email attachments as well as links to electronically formatted documents stored elsewhere. WC³ will adapt to any preferred software systems of the City of Seaside.
WC³ Processing	- An account information file, specific to the City is created to identify items inherent and of interest to the City. This file will be maintained and utilized during each and every project, ensuring potential concerns are always addressed. - Upon notification of projects and receipt/download of electronic plan submittal, projects are uploaded and logged into WC³'s own internal eProcess360 software platform and Client/Regional Managers are automatically notified to begin the plan check process.
Plan Check	- WC³ will check submitted docs for completeness; inform the City of any missing information; review plans to understand the scope and task; identify significant code items and discuss important items with associated staff. - Client/Regional Manager will assign WC³ plan examiner staff and monitor progress. - Client/Regional Manager will quality check all comments before release to the City.
Communication	- WC³ understands all plan review comments are subject to the review by the City. - Review comments will have plan sheet numbers, detail numbers, and code sections. - WC³ will work with Seaside City's preferred method of communication and be available via email, phone or in-person for meetings, etc. - The City will always have the same points of contact for WC³. - The comment structure in our plan review comment lists will be easily transitioned into the format of the City's preference. - Copies of all plans check comments and all other correspondence from the plans examiner to the applicant shall be sent directly to the City of Seaside via email.
Rereck	- Documents are resubmitted to begin the rereck process. WC³ requires a written response addressing each and every plan check item or comment. - Rerecks will be assigned to the same plans examiner who performed original review. - Any new comments to be included during the rereck cycle will be brought to the attention of the Client/Regional Manager. - All plans examiners are encouraged to call and to resolve concerns, rather than adding additional corrections and comment lists. - Rerecks are performed quickly and timely. Our turnaround schedule is highlighted in the upcoming section regarding "Typical Plan Review Turnaround Schedule."
Approval	- Plan review approval will not be recommended to the City until all code compliance issues are resolved and all permit issuance requirements of the department are satisfied. - WC³ is flexible and will meet all City of Seaside project approval requirements, including but not limited to, "Plans Examiner of Record" approval stamps, electronic submittals, paper/hard copies, quantity of copies, pick-up/delivery and more.

Qualifications and Experience

(Continued)

TYPICAL PLAN REVIEW TURNAROUND SCHEDULE

WC³ comprehensive plan reviews are performed in a prompt and expeditious manner to meet our jurisdictional clients' needs. WC³ is able to commit to performing plan review deliverables within timeline expectations that meet or beat industry standards. When workloads get tight, WC³ is able to take advantage of schedule availability in additional Regional Offices and benefit from the knowledge and expertise shared across multiple disciplines. All turnaround times are specified from the day they are received in our office(s) and for extraordinarily complex projects, WC³ will immediately contact the City of Seaside and agree on an appropriate response time prior to starting the review.

	INITIAL (Business Days)	RECHECK (Business Days)	EXPEDITED (Business Days)	RECHECK (Business Days)
New Construction, Additions & Remodels	10	5	5	5
New Construction Multi-Family	15-20	5-10	5-10	5-10
Commercial Projects (Small)	10	5	5	5
Commercial Projects (Large/Complex)*	15-20	5-10	5-10	5-10

** Typical turnaround times for large/complex projects is 15-20 days for first reviews and 5-10 days for re-checks.
The City will be contacted and an appropriate response time will be negotiated on a case by case basis.*

EXPEDITED APPROACH TO PLAN REVIEW SERVICES

Expedited or accelerated plan review can be accommodated upon request at anytime from the City of Seaside. The expedited plan review process is a means to accelerate initial plan reviews by experienced plans examiners, and when it comes to expedited plan review services, WC³'s typical plan review process is extremely easy to adapt. Clients simply need to submit projects according to standard protocols with a note highlighting that a project is to be expedited. In this case, the quality of WC³'s expedited plan review services do not change. WC³ will allocate additional staffing as necessary, and as available, in order to meet the City's expedited deadlines. WC³ shall provide initial comments, including corrections to be made to the construction documents, within an expedited turnaround time of five (5) business days from the date the submittal was received by our team. Subsequent reviews following initial expedited reviews may also be expedited at each client's discretion; however subsequent reviews are typically completed in a timely manner and will be reviewed in the order in which they are received.

TYPICAL INSPECTION TURNAROUND SCHEDULE

Inspections shall be performed during the City of Seaside's regular business hours. Our inspection services include a commitment to making inspectors available for standard, routine inspection needs associated with projects. Standard turnaround for inspection requests will be scheduled accordingly with 48-hour advance notice and when the schedule allows, WC³ will make every effort to accommodate emergency or same-day inspection requests. Additionally, when special needs arise, inspectors can also be made available for after-hour, weekend and holiday inspections as well.

INSPECTION PERIOD	REQUEST LEAD TIME FOR INSPECTION
Short Term / Standard Inspections	48 Hours Advance Notice
Long Term Assignment Inspections	1 Months Advance Notice
Emergency/Same Day Inspections	Accommodated as Schedule Allows

Additional Efforts to Achieve the City of Seaside Satisfaction

WC³ will provide the City of Seaside the technical expertise they seek through a complete array of plan review, inspection, code enforcement and permitting services. Our portfolio includes projects regarding building, preliminary building, structural, fire & life safety, accessibility, energy, mechanical, plumbing, electrical, solar and other specialty disciplines. Our staff is committed to providing higher standards by delivering building department solutions that exceed client satisfaction and meet time and budget constraints. We believe we are able to meet all the outlined requirements of the RFQ as stated. The following is a list of additional professional aspects specific to this RFQ that we feel the City of Seaside will find advantageous:

- ▶ **International Code Council (ICC) Certified Permit Technicians** - As needed, WC³ can furnish exceptionally qualified personnel to staff and support your front counter operations. Our staff operates as an extension of your team and understands that customer service is paramount in our industry. All of our team members are intimately familiar with the building application and permitting process. Our technicians are acquainted with a vast array of jurisdictional permit tracking programs and will quickly adapt to your departments specific processes and procedures. We work proactively and collaboratively with applicants to help resolve issues and make the permitting process as pleasant as possible for your customers. All candidates will be presented for the City's approval.
- ▶ **International Code Council (ICC) Certified Inspections** - All inspection personnel assigned to your jurisdiction will be able to read, understand and interpret construction documents, prepare and maintain accurate records and reports, communicate clearly both verbally and in writing and work effectively with contractors, the public, and jurisdictional staff. WC³ tailors our inspection services to meet the specific needs of our clients. In addition to maintaining the International Code Council (ICC) certified inspectors and combination inspectors on staff, we also maintain a list of highly qualified and certified personnel to draw upon when we desire to fulfill jurisdictional clients' full time or interim needs. Each inspector assigned to the City of Seaside will be in possession of all required certifications and minimum experience requirements; and the City will have the opportunity to review all candidates prior to task or project assignment.
- ▶ **California Licensed, ICC-Certified Building Plan Review** - WC³ has ten (10) licensed structural engineers and twenty two (22) professional engineers on staff to meet the criteria noted in the RFQ. Many have performed engineering design work in the past, and each has performed hundreds of commercial, residential, institutional/educational, MEP and structural plan reviews throughout their career. Our staff also includes six (6) Master Code Professionals and many members certified by the ICC. Our team operates independently as a third party entity, is properly licensed to practice in the state of California, and has no conflict of interest with regard to any other work performed by our firm for the City.
- ▶ **California Licensed Fire Protection Plan Review** - WC³ is an industry leader in providing plan review services for Fire Prevention and Fire and Life Safety Plan Review. Our diverse team of Fire Protection Engineers, Executive Fire Officers, Certified Fire Protection Specialists, Fire Marshals and Plans Examiners offer clients and extensive range of experience—both formally and on the job. With resources of technical professionals from multiple offices, our team is proficient in all types of construction. Clients count on us to understand the intricacies of fire department access, means of egress, smoke management, fire flow calculations, hazardous materials, fire protection systems, communication systems and more.
- ▶ **California Licensed Engineering Plan Review** - WC³'s engineering plan review service includes California certified professionals and engineers, as well as company best practices to meet each municipality's service requirements. Our team manages projects effectively and efficiently, completing all deliverables with clear comments and communication on time and within budget. We combine quality service to review improvement plans for conformance to approved tentative map, specific plans, and conditions of approval, as well as engineering bond estimates, subdivision maps, hydrology/hydraulic reports, stormwater management, development plans, lot line adjustments, lot mergers, easement plats, and more. Our personalized approach with transparent communication helps streamline the process.

Qualifications and Experience

(Continued)

- ▶ **Certified Accessibility Specialist Plan Review** - WC³'s professional staff of plans examiners has vast experience in providing plan reviews for specialized accessibility projects and is well versed in all construction-related accessibility code and standards. WC³ has provided numerous CASp plan reviews and inspections for many of our California clients and has tremendous expertise in guiding clients through California's accessibility regulations as well as ADA and other applicable laws.
- ▶ **Electronic/Digital Plan Review Capability** - WC³ is very familiar with Electronic/Digital Plan Review technologies and works in a variety of capacities as per jurisdictional clients' specifications and systems. This technologically advanced form of plan review provides WC³ the ability to review, mark-up and transport plans of any size, electronically. At no additional cost to clients, we strongly encourage this service. The electronic count on us to understand the intricacies of fire department access, means of egress, smoke management, fire flow calculations, hazardous materials, fire protection systems, communication systems and more.
- ▶ **Meeting Availability & Technical Advice** - When jurisdictions are understaffed, require specific expertise on complex projects, or feel overwhelmed with particular projects, WC³ is available to handle all technical aspects or project overflow for the City of Seaside. We serve in matters to help fulfill obligations and with reasonable notice are more than happy to join in on phone calls or attend special meetings at the City to help facilitate the approval process. Team members are available to discuss projects with designers, construction teams, City employees and/or applicants. We strive for complete client satisfaction and whether it's through telephone, email, web conference, fax or in person, WC³ team members are always ready to assist.
- ▶ **Emergency Services** - Teaming with Your Community to Make a Difference. This phrase has served as the guiding mission of WC³ for over 17 years. As we navigate challenging times, emergencies, disasters or pandemics, WC³ is committed to taking care of our clients and doing our part by continuing to offer the following services:
 - ▶ **Plan Review** - Because of our experience with electronic plan reviews, our staff has the ability work remotely and not miss a beat. With multiple offices located in various regions, we are able to adjust quickly and move plan review projects amongst qualified personnel with similar expertise and provide seamless service to our clients. We are also able to facilitate meetings via teleconference and more, and all phone calls and emails will be responded to within the same quick and friendly manner as usual.
 - ▶ **Inspections & Code Enforcement** - The health and safety of employees and clients is always a top priority for WC³. When circumstance necessitates, we go to great lengths to perform safe, live inspections, while in others we are able to serve clients remotely. In either case, we are committed to helping manage the risk during emergency situations while also helping jurisdiction maintain performance.
 - ▶ **Staff Augmentation** - WC³'s staff augmentation services are a valuable resource when it comes to supporting jurisdictions' needs during emergencies and critical times. Whether live or remote support is needed, we're ready and available to assist with inspection services, building official responsibilities, administrative or permit technician duties, and more!
 - ▶ **eProcess360EDSR** - While an emergency, disaster or pandemic may have an immense impact on all of our lives, WC³ is committed to helping communities maintain day-to-day operations with as few disruptions as possible. Our eProcess360-EDSR is an online permitting solution that helps a jurisdiction work remotely with online applications, document submittals and plan review — serving citizens with peace of mind.
- ▶ **Continuing Education & Training** - WC³ is deeply embedded within the Building Safety industry, with many key staff serving as general members, executive board officers, committee participants, and requested instructors within ICC Chapters and industry associations. We facilitate and encourage all of our personnel to achieve the highest level of experience and certification; and all team members are appropriately licensed, certified and trained with attendance at industry-related training classes, conferences, and seminars. Due to our emphasis on training, WC³ has also created the WC³ Code Academy which provides education, training and online, on-demand resources to our staff and the industry. Please find additional information at www.WC-3.com.

Qualifications and Experience

(Continued)

Project Management Personnel

WC³ has established an experienced project team of individuals that would seamlessly augment the City of Seaside staff. The South San Francisco Regional office will serve as the management center for this project and Mr. Donald Zhao, PE, MCP, CBO will serve as Regional Manager and key WC³ contact for the City. The following includes a brief summary of proposed key contacts. On the subsequent pages, the additional members of the designated team are listed with specific assignment of in an Organization Chart, as well as a Table of Qualifications, displaying all licensing and certifications. Complete resumes of proposed team members can be viewed in the "Appendix - Resumes" on page 16. Photo copies of actual requisite licensing or certifications may be provided upon request.

Donald Zhao, PE, MCP, CBO - Regional Manager, Vice President



We propose the services of Mr. Donald Zhao, PE, MCP, CBO as our main point of contact and Client Manager for the City of Seaside. With over 20 years of experience in the construction industry and many of those years as a code official, Mr. Zhao has proven his mastery of Building Code in its many facets. Donald uses every opportunity to expand his base of knowledge and share it with his team. His utilization of modern collaboration technology, along with a strict standard of quality, has enabled Donald to lead the South San Francisco branch of WC³ into several years of consistent growth. Donald's technique and ambition serve as the foundation and goal for all his employees and set him at the cutting edge of an industry constantly in search of innovation.

Zahra Fattah - Plan Review Manager



Ms. Fattah has a multitude of structural design experience with several years as a design engineer and many years as structural and non-structural plan review engineer. She brings a broad range of experience to any project. As a plan review engineer she has reviewed thousands of projects for jurisdictions throughout California. Types of projects reviewed include single family dwellings, podium type residential complexes, corporate offices, OSHPD Medical facilities and Data Centers. She has provided in-house plan review services in multiple jurisdictions throughout the bay area and currently leads the plan review division at WC³'s San Ramon office. Mrs. Fattah is a long time Bay Area resident and is intimately familiar with the Bay Area built environment.

H. Joe Rossbach, MCP, CBO - Building Inspection Manager

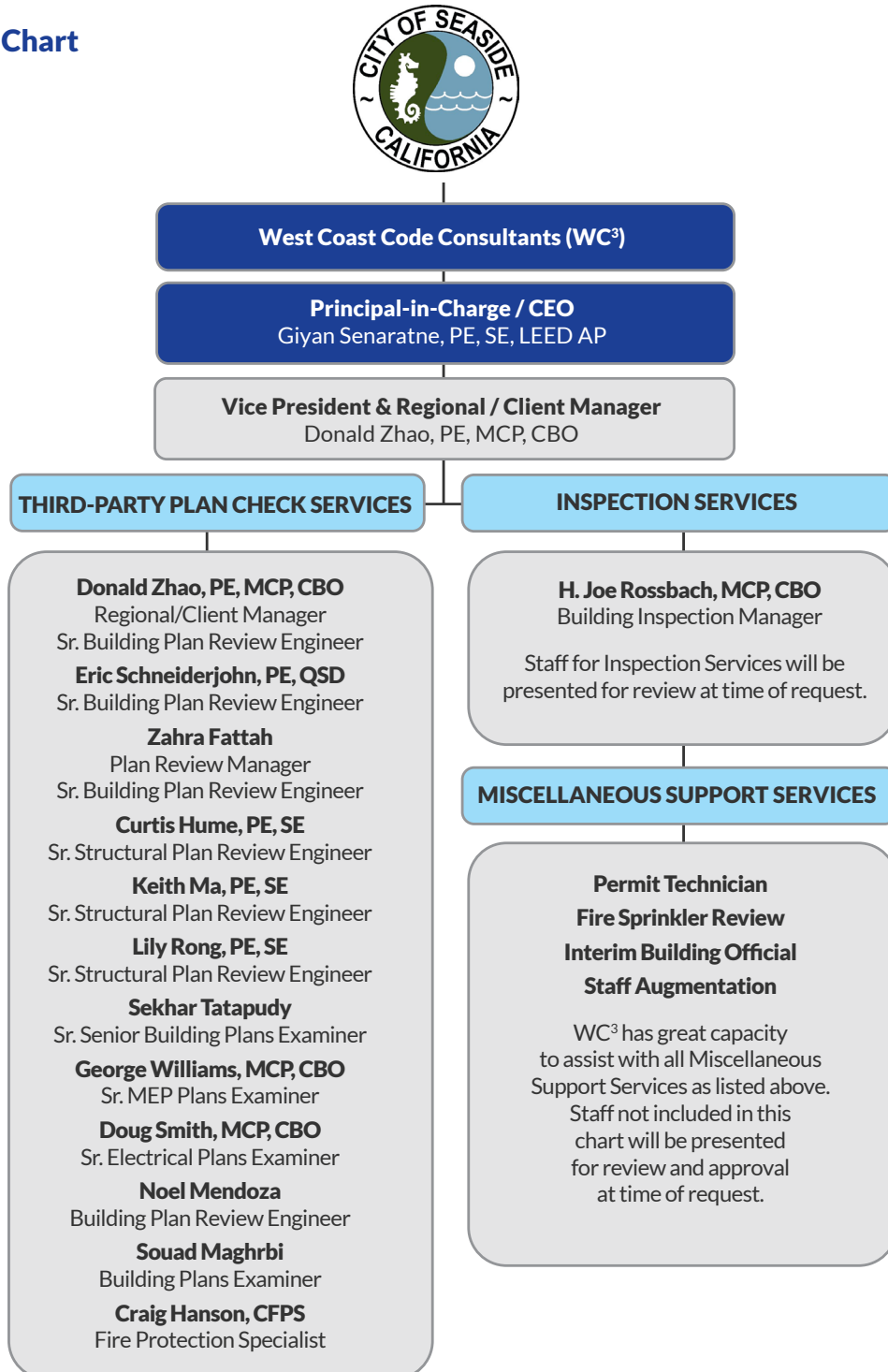


Mr. Rossbach, MCP, CBO, is a master code professional with over 25 years in the construction industry. His experience has enabled him to demonstrate exceptional problem-solving skills. Having worked with numerous customers in the construction industry, he also presents incredible interpersonal skills with strict attention to detail. Exposure to the industry from a variety of positions has assisted Joe in gaining the valuable skills necessary to perform a variety of inspections to ensure code compliance. He brings extensive building and construction inspection experience in multiple disciplines as well as in-depth trade and product knowledge. Joe achieved his chief building official certification through the International Code Council and has completed both the Management and Legal Modules.

Qualifications and Experience

(Continued)

Organization Chart



In addition to the staff members proposed, supplemental certified staff is available for support to the project. These staff members will be presented to the City for review at time of request.

Qualifications and Experience

(Continued)

PLAN REVIEW SERVICES

Giyan Senaratne, PE, SE, LEED AP Principal-in-Charge / CEO San Ramon Corporate Office	- Registered PE: CA 46194 - Registered SE: 4457 - LEED AP Certification	+8 Additional Certifications 32 Years Industry Experience
Donald Zhao, PE, MCP, CBO Vice President Building Plan Review Engineer South San Francisco Regional Office	- Registered PE: CA 79273 - ICC Master Code Professional - ICC Certified Building Official	+30 Additional Certifications 15 Years Industry Experience
Eric Schneiderjohn, PE, MS Building Plan Review Engineer San Ramon Corporate Office	- Registered PE: CA C 87019 - MS in Civil Engineering - ICC Building Plans Examiner	+2 Additional Certifications 10 Years Industry Experience
Zahra Fattah Plan Review Manager San Ramon Corporate Office	- BS in Structural Engineering - BS in Applied Physics	- ICC CA Building Plans Examiner 23 Years Industry Experience
Curtis Hume, PE, SE Structural Plan Review Engineer San Ramon Corporate Office	- Registered PE: CA 38266 - Registered SE: S3134	+3 Additional Licenses in Washington and Arizona 40 Years Industry Experience
Keith Ma, PE, SE Structural Plan Review Engineer San Ramon Corporate Office	- Registered PE: CA 364767 - Registered SE: 5065	14 Years Industry Experience
Lily Rong, PE, SE Structural Plan Review Engineer South San Francisco Regional Office	- Registered PE: CA 76434 - Registered SE: 6469	20+ Years Industry Experience
Sekhar Tatapudy Senior MEP Plans Examiner San Ramon Corporate Office	- Masters of Business Administration - Bachelor of Science Mechanical Engineering	37+ Years Industry Experience 14+ Years Bay Area Plan Check Experience
George Williams, MCP, CBO Senior MEP Plans Examiner Sandy Regional Office	- ICC Master Code Professional - ICC Certified Building Official - ICC Plumbing Code Specialist	- ICC Mechanical Code Specialist + 29 Additional Certifications 21 Years Industry Experience
Doug Smith, MCP, CBO Sr. Electrical Plans Examiner Layton Regional Office	- ICC Master Code Professional - ICC Certified Building Official - Electrical Plans Examiner	+12 Additional Certifications 21 Years Industry Experience
Noel Mendoza Building Plan Review Engineer San Ramon Corporate Office	- Bachelor of Civil Engineering - Engineer in Training Certification	- ICC Building Plans Examiner 8+ Years Industry Experience

Qualifications and Experience

(Continued)

PLAN REVIEW SERVICES (Continued)

Souad Maghrbi Building Plans Examiner San Ramon Corporate Office	• Bachelor of Science in Engineering • ICC CA Building Plans Examiner	• 20+ Years Industry Experience
Craig Hanson Fire Protection Specialist Meridian Satellite Office	• BA: Bachelor of Arts • AS: Applied Science • Fire Protection Specialist	• IFSAC Fire Inspector • Fire & Life Safety Plan Review • 29+ Years Industry Experience

INSPECTION SERVICES

H. Joe Rossbach, MCP, CBO Building Inspection Supervisor Sr. Building Inspector / Plans Examiner South San Francisco Regional Office	• ICC Master Code Professional • ICC Certified Building Official • ICC Commercial Bldg. Inspector	• ICC Building Plans Examiner • 28 Additional Certifications • 31 Years Industry Experience
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Additional staff for Inspection Services will be presented for review at the time of request.

MISCELLANEOUS SUPPORT SERVICES

WC³ has great capacity to assist with Miscellaneous Support Services including, but not limited to: Permit Technician, Fire Sprinkler Review, Interim Building Official, and Staff Augmentation. Staff not included in this chart will be presented for review and approval at time of request.

In addition to the staff members proposed, supplemental certified staff is available for support to the project. These staff members will be presented to the City for review at time of request.



Project Summary

Relevant Project Experience

Our professional team has experience reviewing various construction types and occupancies, including schools, community developments, retail establishments and tenant improvements, as well as more larger-scaled industrial and commercial projects. The following represents a sampling of notable projects displaying WC³'s diverse expertise and experience similar in scope to those identified in the RFQ for the City of Seaside. Throughout each project our team applied a comprehensive understanding of multiple building codes and worked cohesively with design teams to help resolve code issues. All project schedules were adhered to and all project work was completed on time.



MENLO PARK RECREATION CENTER

Occupancy: A-3, B, S
Location: Menlo Park, CA

Year: 2021 - Ongoing
Valuation: \$45 Million

Remodel of the current complex which includes a fitness center, a senior center, the Onetta Harris Community Center, Kelly Park, a pool and a youth center. The new plan is to consolidate the indoor uses into a new 38,268 SF building, with an added library and lots of flexible space. Scope includes full plan review and deferrals.

Chuck Andrews | (650) 330-6704 | chandrews@menlopark.gov



MILLBRAE RECREATION CENTER

Occupancy: A-3
Location: Millbrae, CA

Year: 2020-Ongoing
Valuation: \$45 Million

The scope of work involves full plan review and deferrals. Projects consists of a new 24,193 SF. community center and associated landscaping improvements. The proposed community center is to be a (2) story type III-B structure that is fully sprinklered throughout. The building will include a guest community room with full-service kitchen, lobby, staff area, game room, fitness and wellness studio, and preschool. The second floor will have a senior lounge, art classroom, conference rooms, and additional classrooms.

Val Mandapat | (650) 259-2403 | vmandapat@ci.millbrae.ca.us



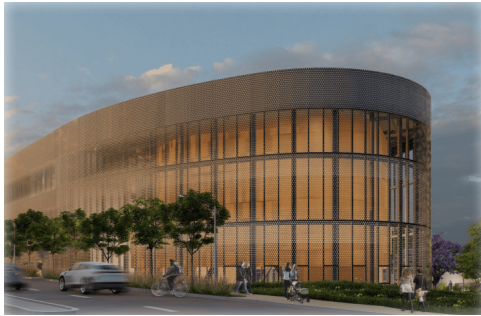
GATEWAY AT MILLBRAE STATION DEVELOPMENT

Occupancy: R-2, S-2, A-3, M
Location: Millbrae, CA

Year: 2020-Ongoing
Valuation: \$188 Million

Gateway at Millbrae Station is a neighborhood-defining community delivering quality spaces for people to live, work, shop, and dine. The transit oriented project located east of the Millbrae Intermodal Station entails a 6-story mixed-use building consisting of retail, lab and office spaces. The site also includes a 2-story parking garage, 400 residential homes and a hotel. WC³ provided various plan review services of the original and revised construction documents and is also providing building inspection services.

Val Mandapat | (650) 259-2403 | vmandapat@ci.millbrae.ca.us



COMMUNITY CIVIC CAMPUS

Occupancy: A-2, A-3, B, S-2

Location: South San Francisco, CA

Year: 2019 - Ongoing

Valuation: \$210 Million

A forward thinking civic presence for the City of South San Francisco that will include multi-functional, multi-user and interactive facilities. Built in three phases the project will include a police facility, library, parks and recreation center, community theater, city council chamber, parking garage and fire station.

Phillip Perry | (650) 829-6670, x6675 | phillip.perry@ssf.net



GATEWAY OF PACIFIC CAMPUS

Occupancy: B, A-3, L, S, H

Location: South San Francisco, CA

Year: 2018 - Ongoing

Valuation: Varies

Gateway of Pacific is a landmark, delivering premier laboratory and office space at the front door to South San Francisco's flourishing biotechnology community. This fully-integrated 2.2M SF (36 acre) campus features 10 distinct and robust buildings within an active, urban-park setting. WC³ has performed a multitude of projects in the civil, fire and life safety, fire systems and building plan review disciplines for this multi-phase development. Ongoing projects continue to this day in all disciplines associated with tenant improvements, research labs, office space and new construction.

Phillip Perry | (650) 829-6670, x6675 | phillip.perry@ssf.net



CODEXIS LAB & OFFICE RENOVATIONS

Occupancy: B

Location: San Carlos, CA

Year: 2018 - Ongoing

Valuation: \$9 Million

Since 2018, WC³ has had the opportunity to perform plan review services and associated inspections for the City of San Carlos and the biotechnology firm, Codexis. Most recently, projects involve the preliminary review, fire life safety review and complete plan review for the new tenant improvements associated with the firm's move to San Carlos' 8-acre Alexandria District for Science and Technology with two 6-story, 265,000 sf warm shell R&D office buildings. Codexis will occupy approximately 50% of the first two floors of Building A with a small space for hazardous storage as well as assembly space.

Christopher Valley | (650) 802-4262 | cvalley@cityofsancarlos.org



YOUTUBE GLOBAL HEADQUARTERS | PHASE 1 & PHASE 2

Occupancy: Varies

Location: San Bruno, CA

Year: 2017-Ongoing

Valuation: Varies

WC³ has performed various projects across a variety of building types and structures for the online video company, YouTube. Project scope for a planned decade-long expansion and redevelopment of the global headquarters with four new buildings will ultimately include two phases. WC³ has performed plan reviews associated with building and fire life safety, as well as review of systems for fire alarms, sprinklers, two-way communication, emergency responder and more.

Darcy Axiaq | (650) 616-7020 | daxiaq@sanbruno.ca.gov

Project Summary

(Continued)



EMERYSTATION WEST AT THE TRANSIT CENTER

Occupancy: L, B, A-3 & S-2

Year: 2014-2020

Location: Emeryville, CA

Valuation: \$64 Million

WC³ was pleased to facilitate all construction document control, plan review, inspection services, in-house staff augmentation, as well as the deferred submittals and plan revisions for exciting new bio-medical facility. EmeryStation West is a new 265,000 square foot, world-class laboratory, medical, office and transit project. WC³ has also been pleased to perform many similar services in association with the interior improvements for leasing tenants.

Victor Gonzales | (510) 596-4310 | vgonzales@emeryville.org



HAYWARD 21ST CENTURY LIBRARY

Occupancy: A, B, M

Year: 2015-2019

Location: City of Hayward, CA

Valuation: Unknown

Project included complete review of the demolition of an existing parking long and site elements to build a future 3-story, type IIA library structure with an atrium. The 57,600+ square foot building features multiple community rooms with a retail shop on the ground floor. WC³ was responsible for building and smoke control plan review.

Omar Noorzad | (510) 583-4313 | omar.noorzad@hayward-ca.gov



FIRE STATION #6

Occupancy: Varies

Year: 2018-2021

Location: City of Hayward, CA

Valuation: \$52 Million

In partnership with Chabot-Las Positas Community College District, the City of Hayward will develop a new regional center for firefighter, paramedic, rescue, and emergency response education and training. WC³ performed complete plan reviews for the nine planned buildings as well as above ground storage tanks. Construction began in 2020 and is expected to be completed in the Fall of 2022.

Omar Noorzad | (510) 583-4313 | omar.noorzad@hayward-ca.gov



CULTURAL ARTS CENTER

Occupancy: A-3

Year: 2021

Location: Dublin, CA

Valuation: \$11.8 Million

This project entails the conversion of old Police Department space of the Civic Center into a Cultural Arts Center. Reviews were performed for the design and improvement of approximately 13,000 SF on the first floor. The space will serve as a multi-use facility that affords cultural, educational and social opportunities for the community and includes an art gallery, a Black Box theater, multi-purpose classrooms, indoor/outdoor art yard, dance studio, and more.

Gregory Shreeve, Sr. | (925) 833-6620 | gregory.shreeve@dublin.ca.gov

References

References

WC³ is dedicated to providing our clients with excellent customer service and has been providing building and fire plan check as well as inspection services to municipalities for more than a decade. Our portfolio is comprised of a variety of intricate projects, serving jurisdictions of all sorts and size. The following partial list highlights clients similar to the City of Seaside, all of whom may be contacted as a reference.

► City of South San Francisco

Erik Rietdorf Perry
Interim Chief Building Official

315 Maple Ave.
South San Francisco, CA 94080
erik.rietdorf@ssf.net
(650) 829-6685

Services: 2014 to Present
Building/Fire Plan Review,
Inspections, Staff Augmentation

► City of Pleasanton

Robert Queirolo, CBO
Chief Building Official

200 Old Bernal Avenue
Pleasanton, CA 94566
rqueirolo@cityofpleasantonca.gov
(925) 931-5310

Services: 2013 to Present
Building/Fire Plan Review, Building/Fire Inspection Services, Front Counter Support

► City of Emeryville

Chadrick Smalley
Community Development Director

1333 Park Ave
Emeryville, CA 94608
csmalley@emeryville.org
(510) 596-4355

Services: 2006 to Present
Building Plan Review, Inspections, Front Counter Support, Code Enforcement

► City of San Bruno

Darcy Axiaq
Chief Building Official

567 El Camino Real
San Bruno, CA 94066
daxiaq@sanbruno.ca.gov
(650) 616-7020

Services: 2014 to Present
On Call Plan Review, Inspections, Staff Augmentation

► City of Cupertino

Sean Hatch, CBO
Chief Building Official

10300 Torre Ave.
Cupertino, CA 95014
seanh@cupertino.org
(408) 777-3231

Services: 2013 to Present
Building Plan Review, Electronic Document Management and Support

► City of Hayward

Omar Noorzad
Building Official

777 B St
Hayward, CA 94541
omar.noorzad@hayward-ca.gov
(510) 583-4313

Services: 2015 to Present
Building Plan Review, Fire Plan Review, Staff Augmentation, Inspections

► City of San Carlos

Christopher Valley, CBO
Chief Building Official

600 Elm St
San Carlos, CA 94070
cvalley@cityofsancarlos.org
(650) 802-4262

Services: 2014 to Present
Building/Fire Plan Review, Development Review, Inspections, Staff Augmentation

► City of Redwood City

Christina McTaggart
Chief Building Official

1017 Middlefield Rd.
Redwood City, CA 94063
cmctaggart@redwoodcity.org
(650) 780-7350

Services: 2011 to Present
Building/Fire Plan Review, Fire Marshal, Fire Inspections

► City of Dublin

Gregory Shreeve
Building Official

100 Civic Plaza
Dublin, CA 94568
gregory.shreeve@dublin.ca.gov
(916) 835-6628

Services: 2013 to Present
Building Plan Review, Staff Augmentation

Appendix - Resumes



Order of Resumes:

Giyen Senaratne	17	Sekhar Tatapudy	24
Donald Zhao	18	George Williams	25
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Curtis Hume	21	Souad Maghrbi	28
Keith Ma	22	Craig Hanson	29
Lily Rong	23	Joe Rossbach	30



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF ENGINEERING STRUCTURAL EMPHASIS

San Jose State University

BACHELOR OF SCIENCE CIVIL ENGINEERING

San Jose State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer

California C 46194

Arizona 41242

Structural Engineer

California S 4457

CERTIFICATES

LEED AP

AFFILIATIONS

Structural Engineers

Association of California

Member

American Society of Civil Engineers

Member

East Bay Chapter of ICC

Member

Giyan Senaratne, PE, SE, LEED AP

PRINCIPAL / CEO

Mr. Giyan Senaratne, SE, PE, the owner of WC³, has more than 36 years of experience providing professional building and life safety services to numerous municipalities and government agencies. He is a licensed structural and civil engineer, LEED AP professional, and former Certified Access Specialist (CASP). He has exceptional experience in performing detailed plan reviews for a wide variety of construction types and occupancy groups. This includes simple residential homes, multi-family podium projects, high-rise structures, complex industrial plants, and large-scale power plants. He is actively involved with code development at the State level and is a sought-after educator for code trainings for building officials, design professionals, and contractor organizations.

EXPERIENCE

PRINCIPAL / CEO

West Coast Code Consultants, Inc. / 2006 – Present

Manages all services for the firm. Performs building department services, including plan review, inspection, and staff augmentation services. Facilitates contract management for various client jurisdictions throughout California.

UNIT MANAGER

Linhart Petersen Powers Associates / Bureau Veritas / 2005 – 2006

Provided structural and complete plan review services to local jurisdictions throughout Utah, Arizona, Nevada, and Wyoming. Often provided training with regards to the structural building code requirements for both new and existing buildings to building official, design professional, and contractor organizations.

PRINCIPAL / MINORITY SHAREHOLDER / SENIOR STRUCTURAL ENGINEER

Linhart Petersen Powers Associates / 2004 – 2005

Managed plan review and inspection services for the City of Emeryville. Served as Principal-in-Charge of LP2A operations in Arizona. Reviewed plans for several jurisdictions throughout Utah and Nevada.

SUPERVISING PLAN REVIEW ENGINEER / ASSOCIATE & SENIOR ASSOCIATE

Linhart Petersen Powers Associates / 1995 – 2004

Managed plan review and inspection services for the City of Emeryville. Reviewed residential, commercial, and industrial plans for building code compliance for jurisdictions in California and several other states. Assisted with in-house and over-the-counter plan review as well as Building Official duties on an interim basis.

REGIONAL ENGINEER

International Conference of Building Officials / 1994 – 1995

Reviewed plans of proposed buildings for structural, non-structural, architectural, energy, and accessibility requirements. Provided verbal and written code opinions for conference.

BUILDING OFFICIAL

City of San Mateo, CA / 1993 – 1994

Managed a full range of building services, including public service, plan check, and inspection. Coordinated with numerous City agencies such as planning, fire, police, and public works. Established goals and standards for customer service, quality control, turn-around times, streamlining building processes, and staff cross-training. Drafted and presented ordinances to the City Council. Represented the City in litigation issues. Recommended ADA compliance for City-owned facilities.



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF SCIENCE CIVIL ENGINEERING

San Jose State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
California C 79273

CERTIFICATES

ICC Certified (5300664):

Master Code Professional
Accessibility Plans Examiner/Insp.
Building Inspector
Building Plans Examiner
CA Commercial Mechanical Inspector
CA Commercial Plumbing Inspector
CA Residential Building Inspector
Building Code Official
Building Official
Mechanical Code Official
Plumbing Code Official
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Plans
Examiner/Inspector
Residential Mechanical Inspector
Residential Plans Examiner
Residential Plumbing Inspector
Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
CAL EMA Safety Assessment Program
Evaluator (81869)

Donald Zhao, PE, MCP, CBO

VICE PRESIDENT / SENIOR BUILDING PLAN REVIEW ENGINEER

With over 20 years of experience in the construction industry and 17 of those years as a code official, Mr. Zhao has proven his mastery of Building Code in its many facets. Donald uses every opportunity to expand his base of knowledge and share it with his team. His utilization of modern collaboration technology, along with a strict standard of quality, has enabled Donald to lead the South San Francisco branch of WC³ into six years of consistent growth. His technique and ambition serve as the foundation and goal for all his employees and set him at the cutting edge of an industry constantly in search of innovation. Donald serves the company as a Vice President and Regional Manager, and regularly performs building division duties and plan review services on behalf of client jurisdictions.

EXPERIENCE

VICE PRESIDENT / SENIOR PLAN REVIEW ENGINEER / INSPECTOR

West Coast Code Consultants, Inc. / 2013 – Present

During his tenure with WC³, Donald strives to improve himself and his environment. He has driven the integration of technology into plan review, satisfying the growing need for businesses and jurisdictions to shift to a paperless model. His innovations have fostered a team of plans examiners and inspectors equipped to deal with any obstacle. In the short time since the SF/Peninsula office opened, it has expanded to over three times its original size under Donald's leadership. As a plan review engineer, manager and Vice President, Donald has set the standard for success in leadership and provided his team with the means to achieve greatness. When called upon, he is also able to assist with back up inspection services as necessary.

PUBLIC WORKS / BUILDING PLAN REVIEW ENGINEER / INSPECTOR

City of Half Moon Bay (CSG Consultants) / 2009 – 2013

While working for CSG Consultants, Donald was afforded the opportunity to expand into Civil plan review. He worked within City Hall and in the field to support City employees with administration, inspection, and review. Enhancing accessibility, customer service and permit issuance times for the community, Donald displayed ingenuity overseeing a fee study and transitioning the city from a paper permitting system to electronic software. He was also able to update printed collateral and website communication, significantly improving education initiatives on behalf of the building division. Serving as an interim Code Enforcement Official, he regularly dealt with unpermitted construction, work without permit and nuisance complaints on behalf of the jurisdiction. Ever in pursuit of improvement, Donald capitalized on his city experience and obtained his Professional Engineering license during these years.

PLANS EXAMINER / INSPECTOR

CSG Consultants / 2006 – 2013

Donald began his career in code administration with CSG Consultants directly after college. As a Plans Examiner, Donald was tasked with reviewing plans in the corporate office as well as over the counter within various City building departments. Beginning his jurisdictional experience in San Bruno and Half Moon Bay, Donald developed his plan review style and instincts. During this time, Donald combined his personal construction background with a persistent code study and engineering knowledge to build a solid foundation for his plan review skills. During his time with CSG Donald reached multiple career milestones, including obtaining his Professional Engineering license, completing the requisites to become a Master Code Professional and earning his CBO certification.



West Coast Code Consultants, Inc.

EDUCATION

**MASTER OF SCIENCE
CIVIL ENGINEERING**

San Jose State University

**BACHELOR OF SCIENCE
ENVIRONMENTAL MANAGEMENT**

California Polytechnic State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Civil Engineer
California C 87019

CERTIFICATES

ICC Certified (8276152):
Building Plans Examiner

Other:

Qualified SWPPP Designer (QSD)

Certified Bay Friendly
Qualified Professional

Eric Schneiderjohn, PE

VICE PRESIDENT / SENIOR PLAN REVIEW ENGINEER

Mr. Schneiderjohn is a registered professional engineer in California who has several years of experience performing detailed building plan reviews and ensuring code compliance. He is an International Code Council (ICC) certified Building Plans Examiner and holds a master's degree with an emphasis in structural engineering from San Jose State University. Eric provides unparalleled customer service to several jurisdictions throughout California and has been recognized for working extremely well with applicants, design professionals, and contractors throughout the entire permitting process. He regularly provides on-site and on-call plan review, inspection, and front counter support to jurisdictional clientele and serves WC³ as a Vice President and Senior Plan Review Engineer.

EXPERIENCE

VICE PRESIDENT / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2017 – Present

Oversees the building and civil plan review services provided by the San Ramon Corporate Office. Responsibilities include the management of administrative, plan review, and inspection staff. Accountable for the complete plan review of projects to ensure designs are safe and in compliance with the adopted building and fire code. Promoted to Vice President in 2023.

PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2014 – 2017

Performing plan reviews, building department services, managing contract jurisdiction services for various client jurisdictions throughout California, including Cities of Santa Clara, Menlo Park, and Emeryville. Extensive experience overseeing and performing C3 and C6 storm water reviews.

HYDROLOGICAL CONNECTIVITY CREW

United States Forest Service / 2011 – 2012

Determined hydrological connectivity of roads' sediment run-off and their effect on the watershed. Calculated passage using a specific protocol, measured road fill, observed and identified local aquatic life, created forest data base in Excel and GIS.



West Coast Code Consultants, Inc.

EDUCATION

**BACHELOR OF SCIENCE
STRUCTURAL ENGINEERING**
Milwaukee School of Engineering

**BACHELOR OF SCIENCE
APPLIED PHYSICS**
Beloit College

LICENSES | CERTIFICATIONS

CERTIFICATES
ICC Certified (#8158648):
California Building Plans Examiner

AFFILIATIONS

East Bay Chapter of ICC
Member

Zahra Fattah

PLAN REVIEW MANAGER / SENIOR PLAN REVIEW ENGINEER

Ms. Fattah currently serves as the Plan Review Manager for West Coast Code Consultants, Inc. (WC³). Responsible for leading the plan review teams in our California Regional Offices, Zahra oversees a variety of public and private development projects. With a strong background in structural design, she brings a broad range of experience and code knowledge to any project. As a plan review engineer, she has reviewed hundreds of projects for jurisdictions located throughout California, including single family dwellings, podium-style residential complexes, mixed-use commercial properties, corporate structures, tenant improvements, OSHPOD medical facilities, research laboratories and data centers. Zahra has also provided in-house plan review services to multiple local clients.

EXPERIENCE

CLIENT MANAGER / PLAN REVIEW MANAGER / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2010 – Present

Performs building plan reviews for commercial, industrial, and residential buildings ensuring compliance with multiple building codes (including architectural and structural) as well as minor plumbing, mechanical, and electrical requirements. Provides code interpretations and resolves code issues with permit applicants. Administers client services on behalf of WC³ while overseeing plan review teams, project scope, and anticipated workflow.

PROJECT MANAGER

TEAC Structural Engineers / 2005 – 2010

Assessed project requirements and determined the project schedule and necessary staff required to complete the building plans on time. Maintained coordination between the client, architect, and the in-house design team, as well as the field inspection and construction team. Acted as the primary design engineer on many projects which included retail, hospitality, custom homes, single family production housing, and multi-family housing.

PROJECT ENGINEER

HolmesCulley / 2002 – 2003

Structural engineer responsible for the seismic upgrade of several existing URM buildings, as well as the design of several commercial remodels.

PROJECT ENGINEER

Himmati Engineering / 2000 – 2002

Structural engineer responsible for the seismic upgrade of several existing URM buildings, as well as the design of several commercial remodels.

PROJECT ENGINEER

HolmesCulley / 1998 – 2000

Structural engineer responsible for the seismic upgrade of several existing URM buildings, as well as the design of several commercial remodels.



West Coast Code Consultants, Inc.

EDUCATION

**MBA
BUSINESS ADMINISTRATION**
Santa Clara University

**MASTER OF ENGINEERING
CIVIL ENGINEERING**
University of California, Berkeley

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
California Polytechnic State University

LICENSES | CERTIFICATIONS

LICENSES
Professional Engineer
California 38266
Washington 49086
Structural Engineer
California 3134

AFFILIATIONS

**Structural Engineers
Association of California**
Member
American Society of Civil Engineers
Member

Curt Hume, PE, SE

SENIOR PLAN REVIEW ENGINEER

Mr. Hume is a licensed structural engineer in the state of California and a professional engineer in California and Washington. He holds two master's degrees in business administration and civil engineering; and has over 40 years of experience in a broad range of structural design and engineering disciplines. With 20 years working as a design engineer and many more as a structural plan review engineer, he brings an in-depth knowledge and experience to any project. Curt has reviewed hundreds of projects and developments for jurisdictions throughout California, Colorado, Utah, and Nevada, including single-family dwellings, podium-type residential complexes, corporate office campuses, public institutions, large industrial and manufacturing facilities, as well as electrical power generating plants.

EXPERIENCE

SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants / 2010 – Present

Performs plan review for multiple client jurisdictions throughout the western United States. Responsible for the structural review of residential, commercial, and industrial structures to ensure compliance with applicable code and standards. Performs independent calculations to verify project calculations. Composes plan check comment letters for individual projects.

REGIONAL MANAGER / SENIOR PLAN REVIEW ENGINEER

Interwest Consulting Group / 2007 – 2010

Managed the plan review services for the San Francisco Bay Area and East Bay. Performed structural plan reviews for numerous client jurisdictions.

SUPERVISING SENIOR STRUCTURAL ENGINEER

Linhart Petersen Powers Associates / 1999 – 2007

Supervised plan review services for multiple client jurisdictions. Reviewed plans for jurisdictions throughout Northern California.

SENIOR ASSOCIATE / DEPARTMENT HEAD

DES Architects + Engineers, Inc. / 1984 – 1999

Performed design and architectural services as lead structural engineer.

PROJECT STRUCTURAL DESIGNER AND CIVIL ENGINEER

Wildman & Morris, Inc. / 1981 – 1984

PROJECT STRUCTURAL DESIGNER

Schaaf – Jacob – Vinson, Inc. / 1980 – 1981



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF SCIENCE CIVIL ENGINEERING

University of California, Berkeley

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
California C 64767

Structural Engineer
California S 5065

Keith Ma, PE, SE

SENIOR PLAN REVIEW ENGINEER

Mr. Ma graduated from University of California Berkeley, with a Bachelor of Science in Civil Engineering. He is licensed in California as both a Civil and Structural Engineer and has over 20+ years of structural engineering experience with 15+ years as a design engineer. Over the past several years, Keith has been performing building code administration and serving the industry as a structural plan review engineer. He brings a broad range of experience to any project and has managed, designed, and performed plan reviews on hundreds of projects overseas and throughout the western United States. His portfolio of projects includes work on single family dwellings, large multi-family residential and mixed-use complexes, educational facilities, and institutions, commercial buildings, large government and civic developments, large industrial and manufacturing facilities, hotels, mall expansions, marine structures and more.

EXPERIENCE

SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2018 – Present

Perform structural plan reviews of construction documents associated with projects seeking a building permit. Ensures that designs are safe, complete, and accurate, as well as in compliance with the adopted building codes, ordinances, zoning regulations and standards. Performs other related work as required.

PLAN REVIEW MANAGER / SENIOR PLAN REVIEW ENGINEER

TRB+ Associates, Inc. / 2013 – 2018

Managed and performed plan reviews for client jurisdictions.

SENIOR LEAD STRUCTURAL ENGINEER

AEPC Group / 2010 – 2013

PROJECT MANAGER / PROJECT STRUCTURAL DESIGNER

Fulcrum Structural Engineering / 2009

PROJECT MANAGER / PROJECT STRUCTURAL DESIGNER

BORM Associates, Inc. / 2007 – 2008

PROJECT MANAGER / PROJECT STRUCTURAL DESIGNER

TEAC Structural Engineering / 2005 – 2007

PROJECT STRUCTURAL DESIGNER

Holmes Culley / 2000 – 2005

PROJECT STRUCTURAL DESIGNER

H.J. Brunnier / 1999 – 2000

GRADUATE ENGINEER / SITE ENGINEER

Paul Y. Construction / 2007 – 2008



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF SCIENCE CIVIL ENGINEERING

University of Illinois, Urbana-Champaign

BACHELOR OF ARTS ARCHITECTURE

University of California, Berkeley

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
California C 76434

Structural Engineer
California S 6469

Cal FEMA Safety Assessment Program
Disaster Service Worker (70010)

Lily Rong, PE, SE

STRUCTURAL PLAN REVIEW ENGINEER

Ms. Rong is a California licensed structural and civil engineer with several years of design experience. She brings an extensive knowledge and background from the design side of the Architecture, Engineering and Construction (AEC) industry. She is able to knowledgeably apply her structural background to the various multi-disciplinary aspects of building safety and design compliance. Lily holds a Bachelor of Arts in Architecture from the University of California, Berkeley as well as Master of Science in Civil Engineering from the University of Illinois, Urbana-Champaign. She is hard-working, responsible, and extremely organized, and her industry peers can attest that she is easy to work with.

EXPERIENCE

STRUCTURAL PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2022 – Present

Performs reviews of plans, specifications, and calculations for industrial, commercial, and residential structures. Determines compliance with applicable codes, laws, and regulations. Communicates with architects, engineers, contractors, and owners to discuss projects and ensures conformity in structural design, energy standards, disabled access, and more.

PROJECT MANAGER (Previously Associate)

KPFF Consulting Engineers / 2016 – 2021

Lead structural project teams during project design and construction phases to meet schedule and budget, including creating task flow charts, assign and review technical analysis and calculation work to staff engineers. Managed staff engineers' daily workflow, answered staff engineers' questions, and mentored growth. QAQC'd technical work for accuracy and code-compliance. Direct coordination with architects, MEP engineers, geotechnical engineers, and ownership for project development. Oversaw projects and found solutions for complex design and construction issues. Was the point-contact structural engineer for project during design and construction and attended weekly OAC meetings. Developed, produced, and reviewed project permit submittal documents, including structural plans, details, specifications, and calculation packages. Responded to plan check review comments to obtain project permits.

SENIOR STRUCTURAL ENGINEER PROFESSIONAL

Skidmore, Owings & Merrill / 2011 - 2016

Structural project lead and point-contact during design and construction. Coordinated with architects, owners, and other design consultants for multiple office, commercial, government, and residential mid- to high-rise projects; Provided options to solve complex design and construction issues. Performed gravity, seismic, and wind structural analyses and calculations on numerous new construction projects in concrete, steel, and composite materials. Assisted staff engineers in technical work, assigned and reviewed work and provided direction. Conducted coordination and project management during construction, including management of RFIs, submittals, change orders, site repairs, etc.

FORENSIC ENGINEER

Exponent Failure Analysis, Inc. / 2009 – 2011

JUNIOR PROJECT MANAGER, PROJECT ENGINEER

JR Structural Engineering Inc / 2002 – 2007



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF BUSINESS ADMINISTRATION

Humboldt State University

BACHELOR OF SCIENCE MECHANICAL ENGINEERING

MS University

LICENSES | CERTIFICATIONS

CERTIFICATES

EIT Certificate

AFFILIATIONS

P2D Bioscience

Past Vice President
Strategic Planning

Pretzel Logic Software Inc.

Past Co-founder and CFO

Reliance Software Consulting Inc.

Past Co-founder, CEO and CFO

Carlson, Caspers, Vandenburg, Lindquist and Schuman, P.A.

Past Business Consultant

Yasham P2D Life Sciences Pvt. Ltd.

Past CEO

Sekhar Tatapudy

SENIOR PLANS EXAMINER

Mr. Tatapudy has several years of industry experience including performing many years of plan checking in the San Francisco Bay Area. He has a strong background in engineering design as well as many years of operational leadership, management consulting and non-profit leadership experience. This extensive breadth of experience and knowledge makes Sekhar, a versatile and well-rounded employee. He obtains a more holistic perspective on the industry with a strong ability to problem solve and innovate across disciplines, departments, and construction project stakeholders. Sekhar is a naturalized US citizen, having emigrated from India in 1980. He is an exceptional and incomparable asset to the West Coast Code Consultants, Inc. team.

EXPERIENCE

SENIOR PLANS EXAMINER

West Coast Code Consultants, Inc. / 2016 – Present

Responsible for plan check review of construction drawings for mechanical, electrical, Plumbing (MEP) and energy compliance for the cities in the Bay Area including Berkeley, Hayward, Pleasanton, Dublin, Redding, Campbell, and Santa Clara. His experience also includes completing electrical plan reviews for the City of San Jose on numerous large projects including hotels, high rises, medical facilities, office buildings, large stores, parking structures, and industrial projects.

SENIOR PLANS EXAMINER

Shums Coda Associates / 2015 – 2016

Responsible for Plan check review for mechanical, electrical, plumbing (MEP) and energy compliance for the cities in the Bay Area including Santa Clara, Mountain View, Milpitas, and Menlo Park. Completed work at the office of the City of Santa Clara doing MEP and Energy review for three days a week throughout his work period and assisted at the counter as and when needed. Began electrical plan review for San Jose from October 2015 and continued through West Coast Code Consultants, Inc. employment.

SENIOR PLANS EXAMINER

West Coast Code Consultants, Inc. / 2014 – 2015

Completed energy, mechanical, electrical, and plumbing plan check review of electronic and submitted documents, including solar photovoltaic, smoke control, gray water systems and CalGreen Standards for new construction, upgrades, additions, alterations, office buildings, retail, residential developments, parking structures, industrial plants, etc.

PLANS EXAMINER

Kutzmann & Associates / 1989 – 1996

Completed energy, mechanical, electrical, and plumbing plan checking for office, retail, and residential buildings in the cities of Mountain View, Palo Alto, Burlingame, Atherton, San Carlos, Fremont, Petaluma, Menlo Park, San Mateo, and Foster City.

PLAN REVIEW ENGINEER

DES, Inc. / 1988 – 1989

Completed energy, mechanical, electrical, and plumbing plan checking for office, retail, and residential buildings in the cities of Mountain View, San Carlos, Fremont, and Menlo Park.

PLAN CHECK ENGINEER

Technical Analysis Inc. / 1984 – 1986

Completed energy, mechanical, electrical, and plumbing plan checking for office, retail, and residential buildings in the cities of San Jose and Cupertino.



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF SCIENCE CONSTRUCTION MANAGEMENT

Brigham Young University, 2015

BACHELOR OF SCIENCE CONSTRUCTION MANAGEMENT

Weber State University, 2008

LICENSES | CERTIFICATIONS

LICENSES

Combination Inspector

Utah 6048299-5601

CERTIFICATES

ICC Certified (#5264297)

Master Code Professional

Certified Building Official

Commercial Combination Inspector

Residential Combination Inspector

Building Plans Examiner

Plumbing Code Official

Plumbing Plans Examiner

Mechanical Code Official

Mechanical Plans Examiner

Commercial Energy Inspector

Commercial Energy Plans Examiner

Res. Energy Inspector/Plans Examiner

Accessibility Insp./Plans Examiner

Housing Code Official

Property Maintenance & Housing

Inspector

And several more...

AFFILIATIONS

Beehive Chapter of ICC

Past President & Vice President
Member

IAEI Utah Chapter

Member

AWARDS

Utah Chapter ICC

Chapter Service Award, 2016
Education Award, 2019

Eagle Scout - 1998

George Williams, MCP, CBO

LEAD MECHANICAL / PLUMBING PLANS EXAMINER

Mr. Williams has worked on a contract basis for numerous jurisdictions in California, Nevada, Washington, Utah, Wyoming, and North Dakota throughout his extensive career in the industry. His experience includes serving as the contract building official for two municipalities in Utah, as well as the initial start-up of two county building departments in North Dakota – including the adoption of codes, implementation of permitting processes, and the development of policies and procedures. George regularly acts as a Lead Inspector for a number of multi-million-dollar projects for Utah's Division of Facilities and Construction Management (DFCM) performs complex commercial plan reviews for clients located throughout the western United States. Mr. Williams holds numerous International Code Council (ICC) certifications, including Master Code Professional, and was invited to author the ICC's code handbook, *Plumbing Code Essentials: Based on the 2021 International Plumbing Code*. George is responsible for creating and implementing the WC³ Academy and oversees all activities and content associated with the innovative online code training platform.

EXPERIENCE

LEAD MECHANICAL/PLUMBING PLANS EXAMINER / WC³ ACADEMY DIRECTOR

West Coast Code Consultants, Inc. / 2014 – Present

Provides plan reviews and inspections services for a variety of commercial projects. Specializes in several code disciplines including, building, mechanical, plumbing, electrical, accessibility, energy, and green codes. Familiar with both the International and Uniform codes, as plan review and inspection work encompassing numerous municipalities in multiple states. Regularly responsible for overseeing code compliance and inspection of large-scale state-owned buildings; including oversight of special inspection firms.

BUILDING OFFICIAL / INSPECTOR

Forsgren Associates / 2005 – 2014

Developed, maintained, administered, organized, and oversaw building departments for various municipalities. Responsible for all aspects of building department administration, including creating policies and procedures, commercial and residential plan reviews, calculating permit fees, meeting with architects and engineers, performing field inspections, reviewing special inspection reports, interpreting codes and local ordinances, data and document management, and many other diverse tasks. Responsible for managing 2-4 field inspectors on a daily basis. Clients included numerous municipalities in multiple states, school districts, architects, law firms, and private entities.

PUBLICATIONS

Plumbing Code Essentials: Based on the 2021 International Plumbing Code - (2021)

Invited Author/Editor on behalf of the International Code Council (ICC).

Graduate Thesis: (2015) *Assessing the Repercussions of a Mass Departure of Building Inspectors from the Code Professional Industry.* Brigham Young University, Provo, Utah.

Article: (2015) *Construction Challenges Associated with the Sudden Population Growth in the Willison Basin Oil Boom, presented at ASC Annual International Conference, College Station, TX: Associated Schools of Construction.*

Article: (2019) *Understanding the Impacts of the Aging Population of Code Professionals in Utah, presented at ASC Annual International Conference, Denver, CO: Associated Schools of Construction.*



West Coast Code Consultants, Inc.

STANDARDS

**Serves as an STP Member
for the following solar-related
UL Standards:**

UL 1703, UL 1741, UL 2703,
UL 6703, and UL 9540.

LICENSES | CERTIFICATIONS

LICENSES

Building Inspector
Utah 5863079-5601

CERTIFICATES

ICC Certified (#5251921):
Master Code Professional
Certified Building Official
Combination Plans Examiner
Residential Plans Examiner
Accessibility Inspect / Plans Examiner
Commercial Energy Plans Examiner
Mechanical Plans Examiner
Building Plans Examiner
Plumbing Plans Examiner
Combination Inspector
Electrical Plans Examiner
Fire Code Specialist
Fire Plans Examiner
Fire Inspector I & II

AFFILIATIONS

Utah Chapter of IAEE
Current Board Member
Past President

Utah Chapter of ICC
Past Region Coordinator

Bonneville Chapter of ICC
Past President and Secretary
Member

AWARDS

**AI Brown Award for Outstanding
Building Inspector**
Bonneville Chapter ICC

**Tri-County Region Coordinator
Outstanding Service Award**
Utah Chapter ICC

Doug Smith, MCP, CBO

LEAD ELECTRICAL PLANS EXAMINER

Mr. Smith has worked in the building safety industry for over 25 years. He has obtained a variety of International Code Council (ICC) certifications, including Certified Building Official, Master Code Professional, Fire Code Specialist, Combination Building Plans Examiner, Combination Inspector and many more. He is a well-rounded building code professional, with knowledge in all disciplines, but particularly specializes in electrical code requirements. Doug is especially knowledgeable on the topic of solar photovoltaics and battery energy storage systems; and has taught numerous courses for various organizations throughout the United States. He has performed thousands of plan reviews regarding solar PV, as well as small and large-scale energy storage systems, for jurisdictional clients. Doug oversees the Energy Division at WC³ and currently serves as an STP Member on five UL Standards: UL 1703, UL 1741, UL 2703, UL 6703, and UL 9540.

EXPERIENCE

LEAD ELECTRICAL PLANS EXAMINER

West Coast Code Consultants, Inc. / 2013 – Present

Oversees the Energy Division on behalf of WC³. On behalf of client jurisdictions, provides building, electrical, and fire plan review of construction documents and blueprints to ensure conformance with adopted code. Performs various inspections in a variety of disciplines, including building, mechanical, electrical, plumbing, energy and photovoltaic for commercial and residential projects. Provides training on various electrical code and topics to jurisdictions, organizations, and contractor groups.

BUILDING INSPECTOR

Kaysville City / 2005 – 2013

Performed inspections for local commercial and residential projects on behalf of Kaysville City. Worked with contractors and homeowners to obtain building permits and provided customer service and assistance with over counter work.

FRAMER

Michael K. Wright Construction / 1998 - 2005

Worked as part of a construction crew to frame residential and commercial projects.



West Coast Code Consultants, Inc.

EDUCATION

**BACHELOR OF SCIENCE
CIVIL ENGINEERING
STRUCTURAL EMPHASIS**
San Jose State University, 2016

LICENSES | CERTIFICATIONS

LICENSES

Engineer in Training

CERTIFICATES

**ICC Certified (#8818160):
Building Plans Examiner**

Noel Mendoza

LEAD PLAN REVIEW ENGINEER

Noel Mendoza is a civil-structural professional with more than five years of responsible plan review and field inspection experience. He has a great deal of experience working directly with plans, related building, and zoning code, and possesses a strong background in residential and commercial developments. In 2016, Noel received his Bachelor of Science Degree in Civil Engineering with a Structural Emphasis from San Jose State University in San Jose, California. He is certified by the International Code Council (ICC) as a Building Plans Examiner and holds his Engineer in Training certification. Noel is working towards licensure as a Professional Engineer and is expecting to accomplish this goal soon. He is multi-lingual and fluent in both English and Spanish.

EXPERIENCE

PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2020 – Present

Works independently to review and analyze submitted construction documents and plans for permit application on behalf firm clientele and associated applicants. Examine plans in both digital and paper form according to the specifications and structural calculations to ensure compliance with existing building and adopted codes. Performs work of varying complexity for various projects, including residential and commercial developments for single-family dwellings, multi-family occupancies and more. Work with great attention to detail and effective communication to resolve conflicts in both written and verbal formats.

ASSOCIATE PLAN REVIEW ENGINEER

CSG Consultants / 2016 – 2020

Examined plans (digital and hard copy), specifications and structural calculations for single and multi-family residential or commercial developments to ensure compliance with building codes, regulations, and city ordinances. Performed field inspections for residential and commercial projects during all stages of construction to assure compliance with all building codes and detect deviations from approved plans and specifications. Provided over-the-counter services and plan review to city residents regarding general building code related questions, fees, application inquiries. Resolved conflicts and/or discrepancies between approved plans and actual field conditions, unprecedented findings, and unforeseen circumstances.

ENGINEERING INTERN, PUBLIC WORKS

City of Mountain View, CA / 2015 - 2016

Reviewed and processed plans for private developments affecting City streets and utilities for single and multi-family residences, commercial tenant improvements, and subdivisions. Ensured compliance with codes, ordinances, rules, and regulations. Assisted with the preparation of encroachment permits, including applicable conditions, collection of fees, and review of project and traffic control plans.

QUALITY CONTROL LAB TECHNICIAN

Central Concrete / 2014 - 2015

Assisted engineers with mixing concrete trial batches. Participated in beam shrinkage measurements and processed concrete cylinders.



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF SCIENCE ENGINEERING

Al-Baath University

COURSE STUDY COMPUTER SCIENCE

California State University, East Bay

LICENSES | CERTIFICATIONS

CERTIFICATES

ICC Certified:

California Building Plans Examiner

Souad Maghbri

PLAN REVIEW ENGINEER

Mrs. Maghbri is a highly motivated, disciplined, and skilled engineer with a keen eye for plan review. She is extremely detail oriented in the performance of her reviews and facilitating responses to client inquiries. Souad has proven to be an outstanding multitasker in the management of multiple Bay Area client jurisdictions, including the cities of Pleasanton, Dublin, Danville, Walnut Creek, Hayward, Berkeley, and many others. She holds a Bachelor of Science in Engineering and specializes in both residential and non-residential construction with an emphasis in parking structures and garages. Mrs. Maghbri is fluent in English, Arabic, and French. In addition to her skilled reviewing, she is an affable team player with strong leadership skills.

EXPERIENCE

PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2015 – Present

Thoroughly conducts plan reviews in a timely manner for various construction types including OSHPD3, mixed-use, tenant improvements, and multi-family residences. Oversees the needs and requirements of multiple jurisdictions throughout the Bay Area. Works with and assists other engineers on projects beyond her jurisdictions. Responds and updates jurisdictional staff, applicants, and designers punctually and pleasantly.

STRUCTURAL ENGINEER

JEDCO Engineering & Construction Inc. / 1999 – 2001

Responsible for the structural design of a wide variety of projects including the retrofit of power plants, design of new buildings, and repairs to concrete and earthen dams. Prepared construction documents, including drawings and detailed project specifications for solicited work. Reviewed designs performed by the Technical Services Center, Area offices, and private consultants. Participated in several value engineering studies.

STRUCTURAL ENGINEER

Granada Land Development Inc. / 1995 – 1998

Designed, coordinated, and prepared calculations and construction drawings for multi-story concrete and masonry structures. Excelled in both commercial and residential structures. In addition to reviewing and designing on site observations were carried out during construction.

STRUCTURAL ENGINEER

City of Homs, Syria / 1992 – 1994

Worked as a structural engineer for two of its biggest projects: General Hospital and the building for the tourism ministry in the city. Designed, coordinated, and prepared calculations and construction drawings for the structural design of said projects.



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF ARTS

Chapman University Loyola, CA

ASSOCIATE OF APPLIED SCIENCE

Vincennes University, IN

JOURNEYMAN APPRENTICESHIP

FIRE SPRINKLER FITTER

South Seattle Community College

West Seattle, WA

LICENSES | CERTIFICATIONS

LICENSES

Journeyman Fire Sprinkler Fitter

CERTIFICATES

National Fire Academy:

NFA Fire & Life Safety Plan Reviews

NFA Health & Safety Officer

NFA Hydraulic Calculations

National Fire Protection Association:

IA AI Fire & Arson Investigator

IFSAC Fire Inspector I

IFSAC Fire Instructor I

Fire Protection Specialist

State of Washington:

Fire Inspector

Hazardous Materials Safety Officer

Hazmat Operations Trainer

Fire Instructor

Other:

FEMA Level III Safety Officer

FEMA ICS Trainer

DoD Fire Inspector

NICET ITM 25

Craig Hanson, CFPS

FIRE PROTECTION SPECIALIST

Mr. Hanson is an experienced fire plans examiner, fire inspector, deputy fire marshal, and military veteran with over 29 years of fire prevention experience. He has a degree in Organizational Leadership and holds certifications through ICC, NICET, the National Fire Academy, IFSAC, AFAA, DOD, and more. He is a NFPA Certified Fire Protection Specialist and has extensive real-life experience in relation to fire protection, construction, and life safety. Experience also includes instructing for the Washington State Fire Academy. Craig serves WC³ as an integral member of the Fire Prevention team and as the firm's local representative for all clientele located in the State of Idaho.

EXPERIENCE

FIRE PROTECTION SPECIALIST / SR FIRE PLANS EXAMINER

West Coast Code Consultants, Inc. / 2019 – Present

Provide comprehensive fire and life safety services to the fire prevention community. Verify projects and facilities are compliant with the provisions outlined with international, state and local codes and standards regarding fire protection plans, specifications and calculations. Interact on a regular basis with fire marshals, building officials and serves as a liaison to all WC³ clients located in Idaho.

FIRE SPRINKLER TECHNICIAN

Vectrus International, Kuwait / 2018 - 2019

FIRE INSPECTOR

DynaCorp International, Kandahar, AF / 2017 - 2018

FIRE PLANS EXAMINER / FIRE INSPECTOR

City of Meridian, ID (Contractor) / 2016 - 2017

DEPUTY FIRE MARSHAL

Kitsap County, WA / 2007 - 2014

FIRE SPRINKLER JOURNEYMAN FITTER

UA Local 699, Seattle, WA / 1994 – 2007

SENIOR OPERATIONS TEAM LEADER

Homeland Response Force Hazmat Team, US Army, Iraq / 1987 - 2013



West Coast Code Consultants, Inc.

EDUCATION

ASSOCIATE OF SCIENCE BUILDING INSPECTION TECHNOLOGY

College of San Mateo, 2018

GENERAL EQUIVALENCY DIPLOMA

New York City Board of Education, 1986

LICENSES | CERTIFICATIONS

CERTIFICATES

ICC Certified (#8411285):

Master Code Professional

Certified Building Official:

Management Module

Legal Module

Commercial Combination Inspector

Residential Combination Inspector

Combination Inspector

Building Inspector

Mechanical Inspector

Electrical Inspector

Plumbing Inspector

Accessibility Plans Examiner/Insp.

Building Plans Examiner

Residential Plans Examiner

Plumbing Plans Examiner

Plumbing Code Specialist

Building Code Specialist

Code Specialist

+ 10 Additional ICC Certificates

SAP Certified:

CAL / OES #85022

FEMA IS-100, IS-200 and IS-700

ADDITIONAL SKILLS

Accela, Blubeam Revu, ProCore,
PlanGrid, Trakit Permit Software,
Tyler Permit Software, MainStar Permit
Software, DigiPlan Software

AFFILIATIONS

California Building Inspectors Group

Current President

Past Vice President, Secretary, and Board
Member

H. Joe Rossbach, MCP, CBO

BUILDING INSPECTION MANAGER / PLANS EXAMINER

Mr. Rossbach is an International Code Council (ICC) certified Master Code Professional and Certified Building Official with over 25 years in the construction industry. Exposure to the industry from a variety of positions has assisted Joe in gaining the valuable skills necessary to perform a variety of inspections and ensure code compliance. With exceptional problem-solving skills, he offers an in-depth knowledge of code, while presenting incredible interpersonal skills with strict attention to detail. Joe's extensive background includes working with the California Energy Commission, Lawrence Berkeley National Laboratory, and numerous other jurisdictional clients, performing building, mechanical, electrical, and plumbing inspections. As an active member of the California Building Inspections Group (CALBIG), Joe is currently serving the organization as President.

EXPERIENCE

BUILDING INSPECTION MANAGER / PLANS EXAMINER

West Coast Code Consultants, Inc. / 2022 – Present

Supervises and manages a team of inspectors who perform field inspections in various disciplines on behalf of various jurisdictional clients throughout California and the Bay Area. Reviews blueprints, construction plans and other documents to determine compliance with building codes and local regulations for multiple residential, commercial, and industrial projects.

BUILDING INSPECTOR / PLANS EXAMINER

West Coast Code Consultants, Inc. / 2017 – 2022

Performs field inspections of residential and commercial construction projects for numerous jurisdictional clients in the building, mechanical, electrical, plumbing and accessibility disciplines. Reviews plans and other construction documents to determine compliance with building codes and local regulations. Communicates with permit technicians, other inspectors, building officials and project owners regarding deficiencies and solutions.

JOURNEYMAN / CARPENTER

1990 – 2017

Acted as foreman/lead carpenter doing high-end remodels in some of the Peninsula's premier neighborhoods. Trusted to act as site manager and provide a clean, safe work environment for subcontractors and homeowners. Followed blueprints and building plans to meet the needs of clients. Constructed, organized, and managed multiple projects to follow all client needs. References available upon request.

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH WEST COAST CODE CONSULTANTS, INC. IN AN AMOUNT OF \$100,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

WHEREAS, Building, Safety and Code enforcement services encompasses a specialty of engineering with expertise in architectural, structural, fire-safety, accessibility/CASp, energy, mechanical, electrical and plumbing; and

WHEREAS, the City of Seaside, on occasion, in in need of consultants who specialize in building, safety and code enforcement; and

WHEREAS, on December 28, 2023, the City released an Request for Qualifications for professional services for Building, Safety and Code Enforcement Services; and

WHEREAS, based on competitive proposals submitted on January 19, 2024 by firms that have performed similar work, 4Leaf, Inc., CSG Consultants, Shums Coda Associates, TRB+Associates and West Coast Code Consultants were selected as the most qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.

WHEREAS, West Coast Code Consultants is available to provide building and safety services immediately; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute a contract with West Coast Code Consultants, to provide Building, Safety and Code Enforcement Services as described in Exhibit A.

PASSED AND ADOPTED at a regular City Council meeting of the City Council of the City of Seaside duly held on the 21st day of March, 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: March 21, 2024

SUBJECT: CONSIDER APPROVAL OF A BALLOT QUESTION REGARDING THE PROHIBITION OF FIREWORKS, AND CONSIDER ADOPTION OF A RESOLUTION FOR THE HOLDING OF A CONSOLIDATED GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 AND PLACING A MEASURE ON THE BALLOT

RECOMMENDATION

Adopt a resolution for the holding of a consolidated general municipal election and for the submission of a question regarding fireworks to qualified voters.

BACKGROUND

At the October 5, 2023, City Council meeting, a request was made by Council Member Miller which proposed that the City Council consider a measure relating to fireworks on the November 2024 general election ballot. Subsequently, on October 19, 2023, the Council agreed that an item should be placed on a future agenda to discuss and consider a city-sponsored ballot measure regarding the future use, sale and possession of safe and sane fireworks in the city for the November 2024 election.

At the March 7, 2024, City Council meeting, the City Council received a report and presentation regarding the process for placing a question on the ballot and directed staff to return with proposed language for the question and a draft resolution that, if adopted, should be transmitted to the Monterey County Elections Department. The Council also determined that the voter approval requirement would be set as a majority vote.

Currently, Chapter 8.32 Fireworks, of the Seaside Municipal Code, currently bans fireworks at all times of the year except for the sale, use and possession of safe and

sane fireworks from June 28 to July 5. The current code also allows for public displays, agricultural and wildlife fireworks and model rockets as permitted.

The proposed language of the ballot question is to repeal and replace the current ordinance with a ban, with exceptions only for public display and special events, agricultural and wildlife fireworks, and model rockets. The repeal and replace process was chosen, instead of an amendment process, because it provides more clarity than amending Chapter 8.32 with strike out and underline.

Options for the ballot question are as follows, and the amendments to the ordinance are attached as Exhibit A:

Option1:

SEASIDE FIREWORKS BAN

Shall the measure of the City of Seaside's Fireworks Ordinance	YES
(set forth in Chapter 8.32 of the Seaside Municipal Code) be repealed	NO
and replaced with a new Chapter 8.32 to prohibit the use, sale and	
discharge of all fireworks everywhere in the City at all times unless the	
fireworks are part of a public display or otherwise permitted pursuant	
to Section 8.32.040 of the Seaside Municipal Code?	

Option 2:

SEASIDE FIREWORKS BAN

Shall the measure of the City of Seaside to adopt a new Fireworks	YES
Ordinance to prohibit the use, sale and discharge of all fireworks	NO
everywhere in the City at all times unless the fireworks are part of a	
public display or otherwise permitted?	

Once a ballot measure is submitted to voters to approve or deny, and is approved by the voters, any subsequent changes to the ordinance can only be made by a vote of the people. The target for finalizing the question and measure language is no later than May 16, 2024.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
2. Exhibit A - Ordinance
3. Exhibit A - Ordinance-Opt 2_1

4. Exhibit B - Map of City of Seaside

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE SUBMISSION TO THE QUALIFIED VOTERS A PROPOSED ORDINANCE PROHIBITING THE USE, POSSESSION AND SALE OF FIREWORKS IN THE CITY OF SEASIDE

WHEREAS, the City Council of the City of Seaside, California desires to submit to the voters at a General Municipal Election a proposed ordinance relating to the use, possession and sale of fireworks in the City of Seaside; and

WHEREAS, the City Council is authorized by statute, including Elections Code Section 9222, to submit the proposed ordinance to the voters;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Seaside, California, on Tuesday, November 5, 2024, a General Municipal Election for submitting the following proposed ordinance:

SEASIDE FIREWORKS BAN Shall the measure of the City of Seaside's Fireworks Ordinance (set forth in Chapter 8.32 of the Seaside Municipal Code) be repealed and replaced with a new Chapter 8.32 to prohibit the use, sale and discharge of all fireworks everywhere in the City at all times unless the fireworks are part of a public display or otherwise permitted pursuant to Section 8.32.040 of the Seaside Municipal Code? Or SEASIDE FIREWORKS BAN Shall the measure of the City of Seaside to adopt a new Fireworks Ordinance to prohibit the use, sale and discharge of all fireworks everywhere in the City at all times unless the fireworks are part of a public display or otherwise permitted?	YES
	NO

SECTION 2. That the text of the ordinance to be submitted to the voters is attached to this resolution as Exhibit A and the area within which it will apply is attached as Exhibit B.

SECTION 3. That the vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

SECTION 4. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 5. The City shall prepare and deliver to Registrar of Voters the Voters Guide information containing, as applicable, candidates' statements of qualifications, ballot measure, tax rate statements impartial analysis, arguments for or against and rebuttals thereto. The last day for the submission of primary arguments (300 words) and impartial analysis shall be no later than _____, 2024. The last day for the submission of rebuttal arguments (250 words) is _____, 2024.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of Monterey Elections to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 7. That the polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code §10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 10. That the City of Seaside has requested the Board of Supervisors of the County of Monterey to consolidate this election with the November 5, 2024 General Election, and that the City of Seaside recognizes that additional costs will be incurred by the County by reason of this consolidation, and agrees to reimburse the County for any costs.

SECTION 11. That the County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 12. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Election Department of the County of Monterey.

SECTION 13. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 21st day of March 2024.

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, Elections Official

Exhibit "A"

ORDINANCE NO. XXX

AN ORDINANCE OF THE PEOPLE OF THE CITY OF SEASIDE REPEALING AND REPLACING CHAPTER 8.32 (FIREWORKS) OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE USE, SALE OR DISCHARGE OF FIREWORKS IN THE CITY OF SEASIDE

WHEREAS, pursuant to Section 12541 of the California Health and Safety Code, a city may, by ordinance, prohibit or regulate the sale, use or discharge of fireworks; and

WHEREAS, Chapter 8.32 (Fireworks) of the Seaside Municipal Code currently regulates the sale, use and discharge of fireworks; and

WHEREAS, it is in the interest of the public health, safety and welfare to prohibit the use, sale and discharge of fireworks, except for public displays in the City of Seaside; and

WHEREAS, pursuant to Section 9222 of the California Elections Code, the City Council has determined to submit to the voters at a Special Municipal Election a ballot measure amending Chapter 8.32 (Fireworks) of the Seaside Municipal Code to prohibit the use, sale and discharge of fireworks in the City of Seaside except for public firework displays that have obtained a discretionary permit approved by the City Council pursuant to Section 8.32 of the Seaside Municipal Code.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF DUARTE, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1. Findings. The above recitals are true and correct and incorporated herein.

SECTION 2. Municipal Code Amendment. Chapter 8.32 (Fireworks) of the Seaside Municipal Code is hereby deleted and replaced in its entirety with the following new Chapter 8.32 as follows:

Chapter 8.32

FIREWORKS

Sections:

- 8.32.010 Purpose.
- 8.32.020 Definitions.
- 8.32.030 General prohibition against possession, use, or sale of fireworks.
- 8.32.040 Exception – Public displays and special events – Agricultural and wildlife fireworks – Model rockets.
- 8.32.050 Seizure of fireworks.
- 8.32.060 Police and fire department illegal fireworks operation plan and after action report.
- 8.32.070 Manufacture of fireworks prohibited.
- 8.32.080 Administrative fines and penalties.
- 8.32.090 Concurrent authority.
- 8.32.100 Fees deemed debt to the city.

8.32.010 Purpose.

The purpose of this chapter is to regulate the possession, use, storage, sale and display of fireworks within the city of Seaside.

8.32.020 Definitions.

When used in this chapter, the following words shall have the meanings ascribed to them in this section:

“Citation” means an administrative citation issued pursuant to this section to remedy a violation.

“Citee” means any person served with an administrative citation charging him or her as a responsible person for violation.

“City” means the city of Seaside.

“Code” means the city of Seaside Municipal Code.

“Code enforcement officer” or “CEO” means any employee or agent of the city of Seaside designated by the city council to enforce any provision of this code.

“Dangerous fireworks” means fireworks as listed and defined in California Health and Safety Code Sections 12505, 12561, and the relevant sections of Title 19 of the California Code of Regulations, as the same may be amended from time to time.

"Exempt fireworks" means any special item containing pyrotechnic compositions which the state Fire Marshal, with the advice of the state fire advisory board, has investigated and determined to be limited to industrial, commercial, and agricultural use, or religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

"Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. These items include, but are not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke sparks, aerial bombs, and fireworks kits. These terms include both "dangerous fireworks" and "safe and sane fireworks."

"Hearing officer" means the person appointed by the city manager or city attorney to serve as the hearing officer for administrative hearings hereunder.

"Issuance" or "issued" means:

1. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedures; or

2. Mailing of administrative fine citation to the citee by certified mail with return receipt, to the address shown on the official records of the county assessor; or

3. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

- a. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first class mail, postage prepaid, a copy to the recipient at the address where the copy was left; or

- b. In the event the responsible party cannot be served by first class mail, postage prepaid, or cannot be personally served and has a property

manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be effected by posting the property with the administrative fine citation and mailing a copy by first class mail, postage prepaid, to the responsible party in violation at the address of the property where the violation exists.

“Person” means any person, partnership, organization, firm, corporation, association or any combination thereof, or any city, county, city and county, and state, and shall include any of their employees and authorized representatives.

“Principal place of business” and “principal meeting place” includes, but is not limited to, a permanent structure, playing field, geographic area, or service population which resides in or is located within the city of Seaside.

“Public display of fireworks” means an entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to those defined in this chapter.

“Responsible person” means a person who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county’s latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen years, who knows or responsibly should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

“Violation” or “violates” means any violation of any provision of this chapter.

8.32.030 General prohibition against possession, use, or sale of fireworks.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display, explode, or discharge any fireworks within the city of Seaside.

8.32.040 Exception – Public displays and special events – Agricultural and wildlife fireworks – Model rockets.

A. The display of fireworks shall be permitted as a part of an entertainment feature for which is either City sponsored or co-sponsored event or for which a special event permit has been issued pursuant to SMC 17.52.040(E)(2) and to which the general public is admitted.

B. It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks within the city of Seaside without first obtaining a permit to do so from the fire chief. The permit shall not be transferable and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the fire chief shall determine, but in any event, not to exceed twelve months.

C. The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the fire chief or his/her designee which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions the fire chief may deem reasonably necessary for the safety and welfare of the public and the community.

8.32.050 Seizure of fireworks.

The fire chief or the fire marshal may seize, take, remove, or cause to be removed, at the expense of the permittee or owner thereof, all stocks of fireworks displayed or available for sale, stored, or held in violation of this chapter.

8.32.060 Police and fire department illegal fireworks operation plan and after action report.

A. On or before the first regular city council meeting in May of every year, both the city's police and fire departments must present to the city council an operation plan for the thirty-day period surrounding the 4th of July (June 17th through July 16th) for that year. Said operation plan should include, but not be limited to, the following information:

1. Identification of areas within the city where illegal fireworks were a problem in the previous year;
2. A general explanation of the supplemental fire and law enforcement personnel deployed within the city;

3. A report on the additional apparatus and personnel who'll be on duty for the period of June 17th through July 16th of that year;

4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the city council;

5. A detailed discussion of the costs that will be incurred by the city that year to be delivered in the operation plan; what, if any, of these costs will be covered by existing fees levied on the permittees, and unexpended surcharge revenue from prior years;

6. A proposed recommendation for a surcharge resolution establishing the surcharge amount to be levied that year on each retail sale of safe and sane fireworks in an amount not to exceed seven percent.

B. On or about September 1st of that same year, both police and fire departments must report back to the city council with an after action report. That report should include, but is not limited to:

1. An evaluation of the effectiveness of that department's operation plan for that year including a listing of any significant fireworks-related incidents, both "dangerous fireworks" and "safe and sane fireworks";

2. Relevant incident statistics for the period of June 17th through July 16th, and identification of fireworks related incidents;

3. A report on how many calls there were regarding suspected "dangerous fireworks," how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations.

8.32.070 Manufacture of fireworks prohibited.

No person, firm, or corporation shall manufacture fireworks of any type within the city of Seaside.

8.32.080 Administrative fines and penalties.

A. Any violation of this chapter shall be a misdemeanor.

B. Any person or entity who possesses, uses, stores, sells, and/or displays safe and sane fireworks on or at dates, times, and/or locations other than those permitted under this chapter are subject to an administrative fine, together with all costs of enforcement, of an amount not to exceed one thousand dollars for

each such offense. Administrative fines shall be subject to the procedures established in Chapter 2.56 SMC.

C. The remedies set forth in this chapter are in addition to all other legal and equitable remedies, administrative, criminal or civil, that may be pursued by the city to address violations of this chapter including, as an alternative to the issuance of an administrative fine pursuant to this section, and in his or her sole discretion, the city attorney may criminally prosecute a violation of this chapter.

D. The imposition of administrative fines under this section related to the use, possession, sale, or display for sale of dangerous fireworks shall be limited to persons who possess, sell, use, and/or display, or the seizure of, less than twenty-five pounds of dangerous fireworks measured by gross weight. Any person or entity who possesses, uses, stores, sells, and/or displays less than twenty-five pounds of dangerous fireworks are subject to an administrative fine, together with all costs of enforcement, of not less than one thousand dollars for each such offense.

E. Administrative fines collected pursuant to this section and related to dangerous fireworks shall not be subject to the restrictions of California Health and Safety Code Sections 12500 through 12759; however, the city shall provide cost reimbursement to the state fire marshal pursuant to regulations adopted by the state fire marshal addressing the state fire marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted, the city shall hold in trust two hundred fifty dollars, or twenty-five percent of administrative fines collected, to cover the cost reimbursement to the state fire marshal for the cost of transportation and disposal of the dangerous fireworks.

F. Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

8.32.090 Concurrent authority.

This chapter is not the exclusive regulation of fireworks within the city. It shall supplement and be in addition to other state, local, or federal laws, regulations, or ordinances and any other legal entity or agency having jurisdiction.

8.32.100 Fees deemed debt to the city.

The amount of any fine, fee, cost or charge imposed by this chapter shall be deemed a debt to the city that is recoverable in any lawful manner, including but not limited to Franchise Tax Board diversion programs, administrative collection or by a court of competent jurisdiction.

SECTION 3. Severability. If any section, subsection, sentence, clause phrase or portion of this Ordinance is for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The People of the City of Seaside, California, hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 4. Election Required. This Ordinance shall not become effective unless and until a majority of City voters voting on this measure vote to approve it at the General Municipal Election to be held on November 5, 2024.

SECTION 5. Effective Date. This Ordinance shall go into effect ten (10) days after the date on which the election results are declared by the City Council.

SECTION 6. Execution. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the voters of the City of Seaside by signing where indicated below. The City Clerk is authorized to publish this Ordinance in compliance with law.

THE FOREGOING ORDINANCE was approved by the following vote of the People of the City of Seaside on November 5, 2024:

YES:

NO:

THE FOREGOING ORDINANCE was adopted by Declaration of the vote at the November 5, 2024, General Municipal Election by the City Council of the City of Seaside at a regular meeting thereof held on the _____ day of _____ 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

Exhibit "A"

ORDINANCE NO. XXX

AN ORDINANCE OF THE PEOPLE OF THE CITY OF SEASIDE REPEALING AND REPLACING CHAPTER 8.32 (FIREWORKS) OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE USE, SALE OR DISCHARGE OF FIREWORKS IN THE CITY OF SEASIDE

WHEREAS, pursuant to Section 12541 of the California Health and Safety Code, a city may, by ordinance, prohibit or regulate the sale, use or discharge of fireworks; and

WHEREAS, Chapter 8.32 (Fireworks) of the Seaside Municipal Code currently regulates the sale, use and discharge of fireworks; and

WHEREAS, it is in the interest of the public health, safety and welfare to prohibit the use, sale and discharge of fireworks, except for public displays in the City of Seaside; and

WHEREAS, pursuant to Section 9222 of the California Elections Code, the City Council has determined to submit to the voters at a Special Municipal Election a ballot measure amending Chapter 8.32 (Fireworks) of the Seaside Municipal Code to prohibit the use, sale and discharge of fireworks in the City of Seaside except for public firework displays that have obtained a discretionary permit approved by the City Council pursuant to Section 8.32 of the Seaside Municipal Code.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF DUARTE, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1. Findings. The above recitals are true and correct and incorporated herein.

SECTION 2. Municipal Code Amendment. Chapter 8.32 (Fireworks) of the Seaside Municipal Code is hereby deleted and replaced in its entirety with the following new Chapter 8.32 as follows:

Chapter 8.32

FIREWORKS

Sections:

- 8.32.010 Purpose.
- 8.32.020 Definitions.
- 8.32.030 General prohibition against possession, use, or sale of fireworks.
- 8.32.040 Exception – Public displays and special events – Agricultural and wildlife fireworks – Model rockets.
- 8.32.050 Seizure of fireworks.
- 8.32.060 Police and fire department fireworks operation plan and after action report.
- 8.32.070 Manufacture of fireworks prohibited.
- 8.32.080 Administrative fines and penalties.
- 8.32.090 Concurrent authority.
- 8.32.100 Fees deemed debt to the city.

8.32.010 Purpose.

The purpose of this chapter is to regulate the possession, use, storage, sale and display of fireworks within the city of Seaside.

8.32.020 Definitions.

When used in this chapter, the following words shall have the meanings ascribed to them in this section:

“Citation” means an administrative citation issued pursuant to the Seaside Municipal Code to remedy a violation of this section.

“Citee” means any person served with an administrative citation charging him or her as a responsible person for violation.

“City” means the city of Seaside.

“Code” means the city of Seaside Municipal Code.

“Code enforcement officer” or “CEO” means any employee or agent of the city of Seaside designated by the city council to enforce any provision of this code.

“Dangerous fireworks” means fireworks as listed and defined in California Health and Safety Code Sections 12505, 12561, and the relevant sections of Title 19 of

the California Code of Regulations, as the same may be amended from time to time.

"Exempt fireworks" means any special item containing pyrotechnic compositions which the state Fire Marshal, with the advice of the state fire advisory board, has investigated and determined to be limited to industrial, commercial, and agricultural use, or religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

"Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. These items include, but are not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke sparks, aerial bombs, and fireworks kits. These terms include both "dangerous fireworks" and "safe and sane fireworks."

"Hearing officer" means the person appointed by the city manager or city attorney to serve as the hearing officer for administrative hearings hereunder.

"Person" means any person, partnership, organization, firm, corporation, association or any combination thereof, or any city, county, city and county, and state, and shall include any of their employees and authorized representatives.

"Principal place of business" and "principal meeting place" includes, but is not limited to, a permanent structure, playing field, geographic area, or service population which resides in or is located within the city of Seaside.

“Public display of fireworks” means an entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to those defined in this chapter.

“Responsible person” means a person who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county’s latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen years, who knows or responsibly should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

“Violation” or “violates” means any violation of any provision of this chapter.

8.32.030 General prohibition against possession, use, or sale of fireworks.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display, explode, or discharge any fireworks within the city of Seaside.

8.32.040 Exception – Public displays and special events – Agricultural and wildlife fireworks – Model rockets.

A. The display of fireworks shall be permitted as a part of an entertainment feature for which is either City sponsored or co-sponsored event or for which a special event permit has been issued pursuant to SMC 17.52.040(E)(2) and to which the general public is admitted.

B. It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks within the city of Seaside without first obtaining a permit to do so from the fire chief. The permit shall not be transferable and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the fire chief shall determine, but in any event, not to exceed twelve months.

C. The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the fire chief or his/her designee which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions the fire chief may deem reasonably necessary for the safety and welfare of the public and the community.

8.32.050 Seizure of fireworks.

The fire chief or the fire marshal may seize, take, remove, or cause to be removed, at the expense of the permittee or owner thereof, all stocks of fireworks displayed or available for sale, stored, or held in violation of this chapter.

8.32.060 Police and fire department illegal fireworks operation plan and after action report.

The City Council may require the City's police and fire departments to prepare and present either or both 1) an fireworks operation plan report and 2) after-action report, as they deem necessary and appropriate.

8.32.070 Manufacture of fireworks prohibited.

No person, firm, or corporation shall manufacture fireworks of any type within the city of Seaside.

8.32.080 Administrative fines and penalties.

A. The maximum violation of this chapter shall be a misdemeanor unless otherwise set forth in state or federal law.

B. Any person or entity who possesses, uses, stores, sells, and/or displays safe and sane fireworks other than those permitted under this chapter are subject to an administrative fine, together with all costs of enforcement. Administrative fines shall be subject to the procedures established in Chapter 2.56 SMC, as such may be amended by the City Council from time to time or as set forth in state law.

C. The remedies set forth in this chapter are in addition to all other legal and equitable remedies, administrative, criminal or civil, that may be pursued by the

city to address violations of this chapter including, as an alternative to the issuance of an administrative fine pursuant to this section, and in his or her sole discretion, the city attorney may criminally prosecute a violation of this chapter.

D. Administrative fines collected pursuant to this section and related to dangerous fireworks shall not be subject to the restrictions of California Health and Safety Code Sections 12500 through 12759; however, the city shall provide cost reimbursement to the state fire marshal pursuant to regulations adopted by the state fire marshal addressing the state fire marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed.

E. Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

8.32.090 Concurrent authority.

This chapter is not the exclusive regulation of fireworks within the city. It shall supplement and be in addition to other state, local, or federal laws, regulations, or ordinances and any other legal entity or agency having jurisdiction.

8.32.100 Fees deemed debt to the city.

The amount of any fine, fee, cost or charge imposed by this chapter shall be deemed a debt to the city that is recoverable in any lawful manner, including but not limited to Franchise Tax Board diversion programs, administrative collection or by a court of competent jurisdiction.

SECTION 3. Severability. If any section, subsection, sentence, clause phrase or portion of this Ordinance is for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The People of the City of Seaside, California, hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 4. Election Required. This Ordinance shall not become effective unless and until a majority of City voters voting on this measure vote to approve it at the General Municipal Election to be held on November 5, 2024.

SECTION 5. Effective Date. This Ordinance shall go into effect ten (10) days after the date on which the election results are declared by the City Council.

SECTION 6. Execution. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the voters of the City of Seaside by signing where indicated below. The City Clerk is authorized to publish this Ordinance in compliance with law.

THE FOREGOING ORDINANCE was approved by the following vote of the People of the City of Seaside on November 5, 2024:

YES:

NO:

THE FOREGOING ORDINANCE was adopted by Declaration of the vote at the November 5, 2024, General Municipal Election by the City Council of the City of Seaside at a regular meeting thereof held on the _____ day of _____ 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

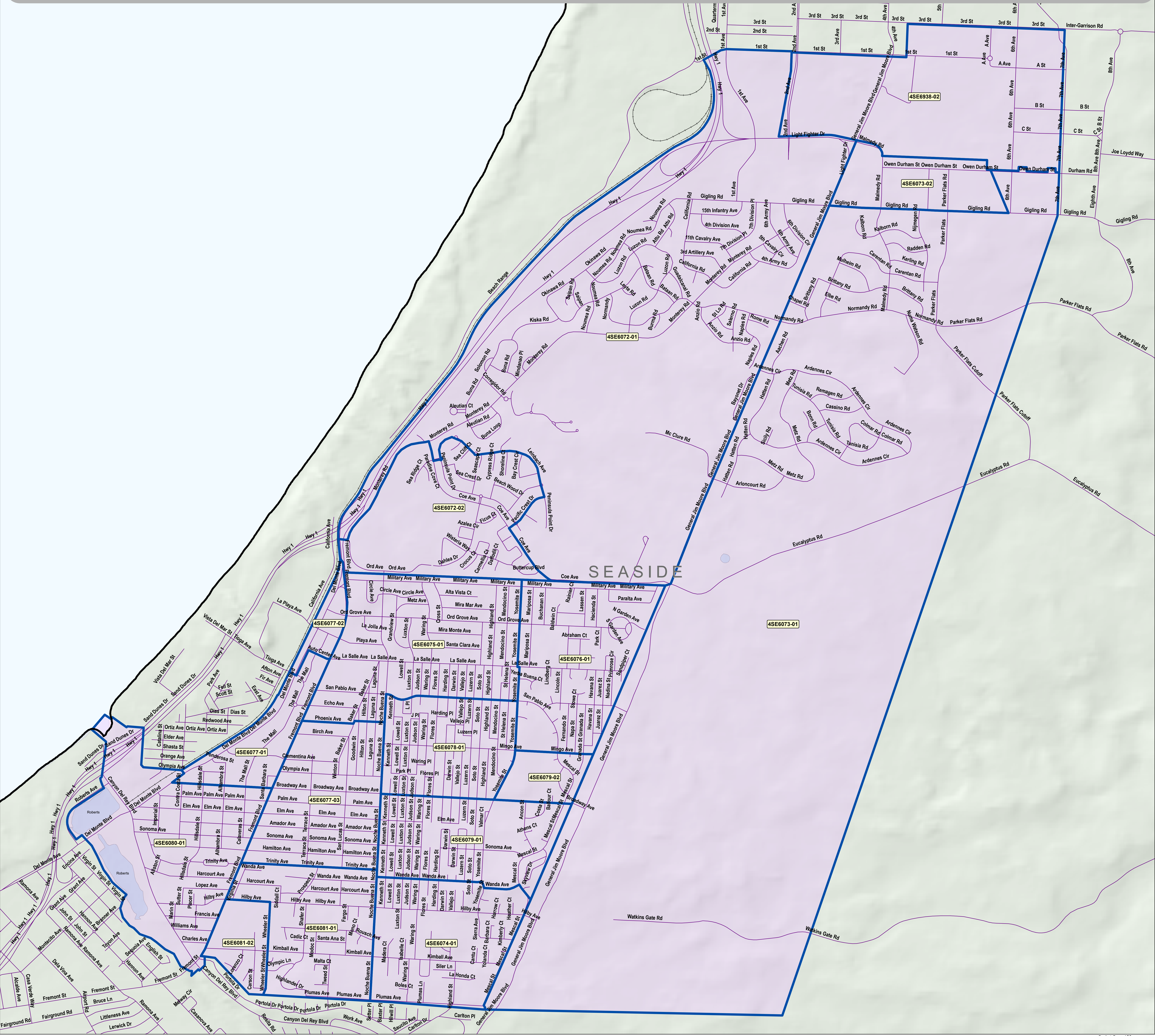
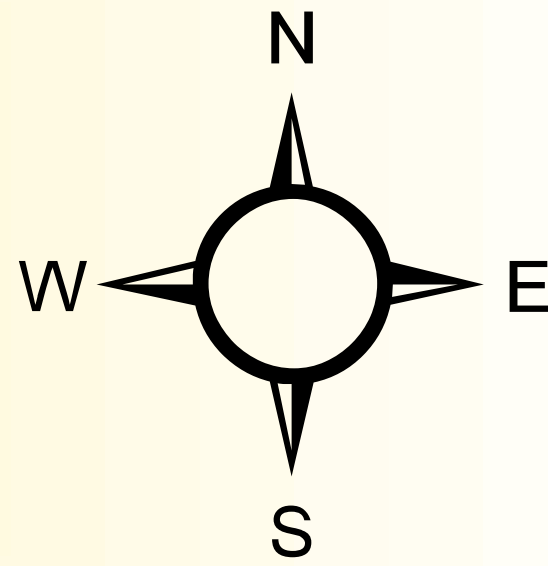
Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

City of Seaside

Date: 7/30/2020





CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: March 21, 2024

SUBJECT: AN AMENDMENT TO THE ZONING ORDINANCE TO INCREASE EFFICIENCIES IN THE PROCESSING OF PLANNING PERMITS. THE PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION

Conduct the first reading of the Ordinance approving Zoning Ordinance Amendment ZOA-24-01.

BACKGROUND

Title 17 of the Seaside Municipal Code is the City's Zoning Ordinance. This Ordinance provides regulations relating to the establishment, operation, characteristics, and placement of all development and uses of land located on private property in the City of Seaside. The Ordinance is administered by the City's Planning Division within the City's Economic Development Department. The Zoning Ordinance also outlines the processes to be followed in reviewing applications. Applications are primarily two types: ministerial/administrative and discretionary. Ministerial/administrative permits are those approved at the staff level with no public input - essentially if the proposal meets the standards established within the Code, then it is approved; if not, then it can be denied or referred back for revisions. The majority of permits processed by the City are discretionary in nature, which involve making findings to justify decisions made and involve public notification and an opportunity to provide input. Discretionary applications take significantly more staff resources to process and generally take significantly longer to process than ministerial/administrative permits (partly due to the additional processes required and partly due to the generally more complex nature of discretionary permits).

The proposed Zoning Ordinance Amendment is primarily designed to reduce permitting burdens for both the public and staff, with an emphasis on applications which are for smaller and/or noncontroversial projects, while retaining public notification and opportunity for input. This Staff Report presents the proposed changes topically and focuses on the more significant changes. The specific changes to the Zoning Ordinance may be found in strikeout/underline form in Exhibit A of the attached Resolution. A Section-by-Section summary of the changes, which explores each change individually, is also included as Attachment 2 to this Report.

The changes to the Zoning Ordinance may be broadly summarized as follows:

Changes to Required Permitting

Several items which currently require certain permits under the Zoning Ordinance have had their permitting requirements altered or removed entirely. These include:

- Changing requirements for exterior residential staircases from a Use Permit to Architectural Review. (Section 2)
- Changing reasonable accommodation (ADA) improvements from a Minor Use Permit to an administrative review. (Section 3)
- Eliminate the requirement for all fences to obtain a Building Permit (some fences will still require a Building Permit if required by the Building Code). (Section 7)
- Clarify that a "fence exception" is reviewed through the Variance process. (Section 8)
- Clarify the process and applicability of certain provisions relating to second driveways. (Section 9)
- Provide that murals are subject to Architectural Review and will also be brought to the Art and History Commission to provide a recommendation for the Planning Commission. (Section 10)
- Change the thresholds for permit exemptions and the types of required permits for temporary fundraising events held by nonprofit organizations. (Section 17)

Changes to Sign Review and Processing (Section 10)

The proposed changes will clarify that signs are approved through a Sign Permit, not a Zoning Clearance. Master Sign Programs are currently required for all multi-tenant commercial buildings as well as for signs which do not comply with the standards set forth in the Zoning Ordinance, and all Master Sign Programs currently must be reviewed by the Planning Commission. The Zoning Ordinance update would provide authority for the Zoning Administrator to approve a Master Sign Program provided that all of the signs were compliant with the Zoning Ordinance. Signs not in compliance with the Zoning Ordinance would still require public notification and a hearing before the Planning Commission. This would streamline processing by eliminating the need for public notification and hearings for proposals that are code-compliant. This Section

would also clarify rules for the processing of murals.

Home Occupations (Section 13)

Home Occupations are businesses operated out of a dwelling by the resident of that dwelling. The Zoning Ordinance Amendment would make minor changes to rules for Home Occupations. Shipping businesses from home would be allowed so long as all inventory is kept within the house and the number of vehicle trips is not increased above what is already allowed for a home occupation (8 trips/day). It would also remove the requirement that the Home Occupation Permit be renewed every two years (although an annual business license would still need to be renewed).

Mixed Use Buildings (Section 15)

Mixed use buildings are buildings which include a mix of residential and commercial uses, usually with commercial on the ground floor and residential uses above. There are many older commercial buildings which include underutilized second floors. Allowing for these second story areas to be converted into residential use would provide an opportunity for these buildings to be reutilized and encourage investment. Currently, a mixed use building is required to be a minimum of 8,000 square feet in size. Many existing buildings are smaller than this are therefore ineligible. The Zoning Ordinance Amendment would eliminate the minimum square footage, removing a barrier to the conversion of existing buildings to mixed use.

Administrative Review/Notice of Intent to Approve (Sections 16, 17, 20, and 21)

Discretionary applications take a significant amount of staff resources to process, and include lengthy wait times. On the staff resources side, it involves the drafting of a Staff Report, a Resolution, a PowerPoint presentation, and other shorter documents.

From a timing standpoint, the waiting period for public hearing notice and the hearing takes a minimum of two weeks and can run as long as four to five weeks. The advantages of such a system are that it allows for public notification and the opportunity for participation in the decision-making process. However, for many projects, the public does not choose to engage.

This Zoning Ordinance Amendment proposes to establish a new process for public notification for certain applications for Architectural Review, Use Permits, Minor Use Permits, and Variances. Once an application is deemed complete and has a recommendation of approval, instead of the current process of automatically scheduling a hearing (which requires notice in a newspaper as well as mailings), the Zoning Administrator would send out a Notice of Intent to Approve to all property owners within 300 feet stating the intent of the Zoning Administrator to approve the application after 10 days (if applicable, staking and flagging would be required 14 days prior to the approval). Any member of the public would then have the right to request a hearing -

this request would not need to provide a reasoning, and would not entail any cost. If a hearing is requested, then a hearing will be scheduled at the next opportunity. If no hearing is requested, then the Zoning Administrator would be able to administratively approve the permit. Some projects would not be eligible for this treatment: projects which are not exempt from CEQA, would be ineligible, for example. For Architectural Review, the building's design would need to utilize elements found on other buildings within the neighboring block face. Projects which the Zoning Administrator believes should be denied would be automatically referred for a hearing. The Zoning Administrator would also have the authority to refer any item which the Zoning Administrator believes is likely to generate a protest. This is similar to the process currently used for the processing of Minor Variances, although that permit type is proposed to be eliminated (see below).

Overall, this process would save both staff time as well as provide permits more quickly to applicants. On the staff side, there would be no need to draft a full Staff Report, Resolution, or Powerpoint - only findings and conditions of approval would be necessary. On the applicant side, there would be a minimum savings of four days (as public notices must be provided to the newspaper 14 days in advance in order to be published ten days in advance). Additional time savings up to 2-3 weeks are possible since the Notice of Intent to Approve could be sent any time and would not need to wait for the next scheduled hearing. It would also not be disrupted by holidays or other canceled meetings. Some projects could take longer if a protest is received (which would necessitate sending out public hearing notices). However, past experience would seem to suggest that this would not be the norm, and staff will endeavor to simply schedule items for a hearing if there are indications it could be controversial.

Staking and Flagging (Section 17)

The current Zoning Ordinance provides that all commercial buildings as well as residential buildings over 18 feet in height which are subject to Architectural Review provide staking and flagging at the site, creating a temporary structure which mimics the dimensions and mass of the proposed structure. This staking and flagging serves the dual purpose of providing additional information to project reviewers as well as providing a form of public notice to those who do not live within 300 feet of the site and do not see the notice in the newspaper. However, in certain cases there may be significant barriers which make such structures challenging, especially with taller structures or those located in the place of existing buildings or in areas with vehicle or pedestrian traffic. The current Ordinance does not provide any alternatives to staking and flagging.

The proposed Ordinance would provide an alternative means of complying with this provision for structures which are over 25 feet in height, then as an alternative the applicant may perform the following:

- Provide mailings of the project to every address within 300 feet of the site. This would be in addition to the standard notice sent to property owners.
- Retain the services of a licensed surveyor, architect, or engineer to have architectural renderings of the project produced.
- Place signs a minimum of 3' by 5' in size on each abutting street frontage. 40% of the sign area must be occupied by an architectural rendering prepared by the applicant and selected by the Zoning Administrator, a description of the project, and the date, time, and location of any hearings must be included on the sign.

Taken together, staff believes that these measures will provide benefits towards project visualization and public notice similar to that which is accomplished through staking and flagging.

Planned Development Permits and Variances (Sections 19 and 21)

The Zoning Ordinance provides standards for development within the City of Seaside, including setbacks, height restrictions, floor area, lot coverage, landscaping requirements, open space requirements, parking requirements, and many others. In most cases, compliance with these standards is required except in cases where a specific process is outlined (such as parking reductions). However, this can lead to rigidity in design and stifle innovation in the development of new projects. Further, there are cases where there are physical limitations on the development site in which strict compliance would render a project infeasible.

The Zoning Ordinance currently has a permit type (the Planned Development Permit) which allows for consideration of *alternatives* to the Development Regulations of the Ordinance. These alternatives do not represent an exception; rather, they would represent an alternative that would produce a better result than strict compliance with the Zoning Ordinance would produce. An example of this could be reducing the overall landscaping area below the square footage required by the Ordinance, but placing enhanced landscaping (ie berms, mature trees, river rock, etc) within a highly visible area instead. This arguably produces a superior design, although it does not strictly comply with the Ordinance.

Currently, the primary limitation on Planned Development Permits is that they are limited to sites greater than one acre in size. The proposed Amendment would eliminate that requirement, allowing for Planned Development Permits in a wide variety of situations. It is also worth noting that the Planned Development Permit would not be eligible for administrative approval through the Notice of Intent to Approve process outlined above; this is because of the inherently subjective nature of determining whether a change is in fact superior to strict compliance. Planned Development Permits would always require a public hearing.

Like Planned Development Permits, Variances allow a project to deviate from the standards set forth in the Zoning Ordinance. However, whereas a Planned Development Permit represents an *alternative* based on superior design, a Variance represents an *exception* based upon physical constraints on a site which prevent an owner from using their property in a similar way to other users in the vicinity. An example of this would be a new residential unit on a small parcel with a 25-foot width, which creates potential issues with lot coverage, setbacks, and parking requirements.

A Variance must represent a solution to a defined constraint and does not allow for unrelated changes (in the example above, the inability to meet side yard setbacks would not allow an increase in the height). In most cases, solutions are straightforward and can be described to the neighboring property owners. For this reason, staff is proposing the use of the Notice of Intent to Approve process described above to apply to Variances.

The current Zoning Ordinance also includes an application type for Minor Variances.

Minor Variances essentially allow for small deviations (up to 10%) from certain development standards without the need to find that the development is superior nor a finding of physical constraints. Minor Variances essentially follow an approval process nearly identical to the administrative process outlined above. However, staff believes that deviations from the Ordinance should be justified, either by being superior to strict compliance or due to physical constraints on the property. Thus, staff is recommending the deletion of the Minor Variance permit process, and consolidating those projects into a Variance process with the opportunity for administrative approval if objections from the community are not received.

Permit Action Timelines (Sections 22 and 25)

Currently, a permit that is not signed by the applicant within 15 days of approval is null and void. Staff believes this is a disproportionate response to an administrative matter.

The proposed Amendment would change this to state that the permit must be executed prior to issuance of a Building Permit or establishment of the use.

The current Ordinance also requires that an applicant obtain Building Permits and commence construction activity within 6 months of obtaining the planning permit (unless a longer time is specified in the permit). Failure to do so results in the permit becoming void. The proposed Amendment would allow twelve months to obtain a Building Permit in order to deem the permit exercised.

The proposed Amendment would also provide a stipulation that if a permitted use is established but then discontinued for a period of more than 24 months, the permit shall become null and void. Currently, there is no time limit, which means that all exercised permits remain in force indefinitely unless a revocation process is initiated.

Finally, under the current Ordinance, a permit may be extended subject to approval of the original approval body. This typically requires a public hearing. The proposed Amendment would allow the Zoning Administrator to provide a one-time extension administratively if there have been no changes to the circumstances under which the project was originally approved. The number of possible extensions has been increased to two; second extensions and/or changed circumstances would require approval of the original approving body.

Non-Conforming Uses and Structures (Sections 26, 27, and 32)

Non-conforming uses and structures are uses and structures that were legally established or constructed, but no longer comply with current Ordinances due to changes in the Ordinance. For example, a residential unit could remain in an area now zoned for exclusively commercial uses (non-conforming use), or a building may be built closer to a property line than a setback allows (non-conforming structure). Non-conforming uses and structures are considered distinct and are regulated slightly differently; however in both cases the general principle is that the existing use or structure may continue to operate but the non-conformity may not increase.

The current Ordinance stipulates that a non-conforming use would be considered abandoned and rights terminated if it is left vacant for 180 days or more. In practice, this can create challenges for buildings that are unable to attract a tenant or are undergoing renovation. There is a provision in the existing Ordinance to allow for an extension of time with a Minor Use Permit - however this is a process that can take several months, which requires the matter to be brought up well in advance of the expiration. The proposed Ordinance allows the Zoning Administrator to administratively extend the time period by an additional 18 months if it can be shown that the use has not in fact been abandoned but rather there is simply a temporary gap while a new tenant is located or work is completed.

There are two significant changes related to non-conforming structures. First, the current Ordinance allows for "Ordinary Maintenance and Repair" to be conducted on a non-conforming structure. However, the definition of "Ordinary Maintenance and Repair" (see Section 31) currently defines that term to exclude any work requiring a Building Permit, essentially prohibiting any work that requires a Building Permit.

Unfortunately, many activities that would likely be considered routine maintenance, such as water heater replacement, reroofing, or electrical/plumbing work, require Building Permits and are therefore currently prohibited in non-conforming structures.

The proposed Ordinance would eliminate the Building Permit threshold and would clarify that purely aesthetic modifications can be considered as "Ordinary Repair and Maintenance." This is so owners of property are not effectively prohibited from ensuring that their properties do not become blighted.

Second, the Zoning Ordinance currently prohibits any additions to nonconforming

structures, even if those additions would be compliant. The Amendment permits additions to nonconforming structures that comply with current regulations.

Planning Commission

These changes were presented to the Planning Commission on February 28, 2024. The Commission unanimously voted to recommend that the Council approve the changes included in this Ordinance.

California Environmental Quality Act (CEQA)

The proposed Zoning Ordinance Amendment has been reviewed under CEQA. Since the majority of the changes represent changes to permit processing procedures, rather than changes to allowable uses or development regulations, and the remaining changes represent minor changes to a limited number of uses, the Zoning Ordinance Amendment is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there would be no impact on the environment.

FISCAL IMPACT

While there will be no direct fiscal impact, this item is expected to increase productivity within the Planning Division.

ATTACHMENTS

1. ZOA-24-01 CC Ordinance
2. Ordinance Exhibit A ZOA-24-01
3. Attachment 2 - ZOA-24-01 Section-by-Section Analysis

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING AN AMENDMENT TO THE ZONING ORDINANCE OF THE CITY OF SEASIDE MAKING VARIOUS CHANGES TO PROCEDURES AND TIMELINES FOR THE REVIEW AND PROCESSING OF PERMITS AND OTHER ZONING APPLICATIONS AS WELL AS MINOR CHANGES TO DEFINITIONS AND ALLOWED OPERATIONAL CHARACTERISTICS OF SPECIFIED USES. THE PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3).

WHEREAS, on October 4, 2007, the Seaside City adopted a Zoning Ordinance to regulate land use and development within the City of Seaside; and

WHEREAS, the Zoning Ordinance includes procedures for the processing of permits and other land use entitlements; and

WHEREAS, the City Council desires to improve efficiencies by reducing the time and financial costs associated with the review of permits and land use entitlements; and

WHEREAS, the proposed Zoning Ordinance Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, as the proposed Zoning Ordinance Amendment will only change processing procedures and timelines and will not significantly modify any portion of the Zoning Ordinance impacting allowable uses or development standards; and

WHEREAS, on February 28, 2024, the Planning Commission held a duly noticed public hearing and adopted Resolution 24-06 recommending that the City Council adopt ZOA-24-01 as presented by staff.

NOW, THEREFORE, The City Council of the City of Seaside does hereby ordain as follows:

SECTION 1. The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. Title 17 of the Seaside Municipal Code is hereby amended as provided in Exhibit A.

SECTION 3. The City Council hereby finds that this Ordinance is not subject to the CEQA pursuant to CEQA Guidelines Section .

SECTION 4. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty days following adoption of its second reading.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 21st day of March 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the XX day of XXXXXX 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Attach:

Exhibit "A" – Zoning Ordinance Amendment Text

EXHIBIT A

Title 17 of the Seaside Municipal Code is hereby amended as follows:

SECTION 1. Section 17.12.050 is hereby amended as follows:

17.12.050 Residential Zone Site Planning and Building Standards
Subdivisions, new land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and established in compliance with the requirements in Table 2-3, in addition to the applicable standards in Article 3 (for example, landscaping, parking and loading). Alternatives and/or Exceptions may be granted in compliance with Sections 17.62.050 (Planned Development Permit) and 17.62.080 (Variance ~~and Minor Variance~~).

SECTION 2. Footnote (6) of Table 2-3 in Section 17.12.050 is hereby amended as follows:

(6) Exterior stairways that would lead to a second floor or roof deck ~~are permitted with the issuance of a~~ may be allowed subject to the approval of an Architectural Review-use permit.

SECTION 3. Section 17.12.060 is hereby added to the Municipal Code to read as follows:

17.12.060 Americans with Disabilities Act (ADA) accommodations.

The Zoning Administrator may approve modifications to the development standards of this Zoning Ordinance for a residential project providing reasonable accommodations for persons with disabilities after first making the following findings. This review shall be ministerial and shall not be subject to public notice or hearing unless appealed in accordance with Chapter 17.76.

1. An individual residing at the property and protected under the Americans with Disabilities Act has a special need that would only be served by the requested modification to development standards for the proposed project;
2. If applicable, the applicant has taken reasonable steps to ensure that the design, location, size, and operating characteristics of the proposed modification are compatible with the existing and planned future land uses in the vicinity; and
3. Alternative accommodations which may provide an equivalent level of benefit, but would not require modifications to the development standards of this Zoning Ordinance, are cost-prohibitive or infeasible for the proposed project.

SECTION 4. Section 17.16.040.A is hereby amended as follows:

A. Purpose. The requirements of this section are intended to provide for pedestrian- and customer-oriented design and encourage modern and contemporary building styles in the CA zone. The primary design objectives of this section are to create a unified CA zone district and attractive streetscapes. The intent of these standards is not to limit innovative design approaches, nor is it to have all dealerships look exactly alike. Manufacturer image programs are acceptable. ~~The Board of Architectural Review may grant eModificationsxceptions~~ to the requirements of this section ~~that are not otherwise subject to Subsection 17.62.080.C.2 (Minor Variance)~~may be considered through the Architectural Review process.

SECTION 5. Section 17.16.050.A is hereby amended as follows:

A. Purpose. The purpose of these regulations is to improve the appearance of the CA zone. Providing limitations regarding specific types of signs promotes compatible signage and avoids visual clutter. These standards will help promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the City as a place to live, work, and shop, provide for signs as an effective channel of communication, while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached. ~~The Board of Architectural Review may grant eE~~xceptions to the requirements of this section ~~that are not otherwise subject to Subsection 17.62.080.C.2 (Minor Variance)~~may be considered through the Master Sign Program ~~process-entitlement required for signs within the CA zone.~~

SECTION 6. Section 17.16.050.C is hereby amended as follows:

C. Sign Permit requirements.

1. Sign Permit. As described in Section 17.40.030 (Sign Permit Requirements), all signs shall require the issuance of a Sign Permit prior to construction, installation, or modification. ~~Temporary promotional banners, flags, and balloons are exempt from sign permit requirements.~~

2. Master Sign Program. ~~The various lot sizes, number of frontages, and buildings located on each property within the CA zone make it impossible to establish a set of sign standards that would effectively apply to all properties and signage needs.~~ A Master Sign Program shall be required for all ~~properties~~ Auto Sales/Rentals within the CA zone. A Master Sign Program shall be ~~submitted to the Board of Architectural Review required~~ for all proposed permanent sign(s) and relocation or alterations to existing signs. Review of the proposed Master Sign Program will evaluate existing and proposed signs, site conditions and constraints, building uses, and on-site circulation in order to determine sign allowances. The Zoning Administrator shall have the authority to administratively approve a Master Sign Program in which all allowed signs would comply with the requirements of this Chapter, including requirements for maximum sign area, sign type,

and sign placement. All other Master Sign Programs shall require approval of the Planning Commission. Approval of a Master Sign Program does not eliminate the need to obtain Sign Permits.

3. Temporary promotional banners, flags, and balloons are exempt from ~~the Sign Permit and~~ Master Sign Program requirements.

SECTION 7. Section 17.30.020.D.7 is hereby amended as follows:

~~7.—Building permit. A building permit is required for all new fencing and reconstructed fencing.~~

SECTION 8. Section 17.30.020.F is hereby amended as follows:

F. Fence, wall, and hedge exceptions ~~granted by Zoning Administrator.~~

1. Where a physical hardship exists because of unique or unusual topographic conditions or structure location, ~~and upon the approval of the Zoning Administrator,~~ a fence, wall, and/or hedge that exceeds the maximum standards of this Zoning Code may be allowed subject to approval of a fence exception ~~Variance approved by the Commission, as allowed in Subsection F.2 of this section.~~

2. In addition to those findings specified in Section 17.62.080.E, ~~The~~ approval of a fence, wall, or hedge exception shall require that the Zoning Administrator review authority ~~first~~ make all of the following findings:

a. A general or traffic-related safety hazard to City residents and/or the general public would not be created;

~~b.—A traffic-related safety hazard would not be created;~~

be. The fence or wall will not impair visibility at an intersection or traffic safety visibility area nor obstruct vision from an adjoining driveway;

~~d.—The fence or wall will not obstruct vision from an adjoining driveway;~~

ce. The fence or wall is compatible with the surrounding neighborhood ~~;~~ and

~~f.—Public notice has been given and a public hearing has been conducted in compliance with Chapter 17.78 (Public Hearings).~~

~~3.—The Zoning Administrator may refer an application for an exception to the City's Traffic Advisory Committee for review and recommendation.~~

43. The ~~Zoning Administrator~~review authority may approve, modify, or deny an application for an exception and apply reasonable conditions as necessary to ensure the public health, safety, and welfare.

SECTION 9. Sections 17.34.120 and 17.34.120.A are hereby amended as follows:

17.34.120 Driveways and Site Access

Each driveway providing site access from a street, alley, or other public right-of-way shall be designed, constructed, and properly maintained in compliance with the following. The Zoning Administrator may modify the requirements of this section (~~excluding Section 17.34.120.A~~) through Minor Use Permit approval (Section 17.62.070) in consultation with the City Engineer.

A. Number of driveways. The number and placement of driveways shall be limited as follows; provided, that second driveways or additional curb cuts on a parcel containing a Single Family Dwelling may be approved by the City Council following a recommendation from the Traffic Advisory Committee:

SECTION 10. Section 17.40.030 is hereby amended as follows:

17.40.030 Sign Permit Requirements

A. Sign Permit required.

1. Approval required. A Sign Permit is required for the installation or modification of all permanent wall signs, projecting signs, freestanding/monument signs, and window signs. No sign shall be constructed, installed, or modified, unless a Sign Permit is first obtained in compliance with this section, or the sign is allowed without a Sign Permit by Section 17.40.040 (Exemptions from Sign Permit Requirements). A proposed sign that is professionally rendered and in strict compliance with this chapter shall be approved or denied by the Zoning Administrator through a ~~Zoning Clearance~~Sign Permit; provided, that the Zoning Administrator may choose to refer any Sign Permit application to the ~~Board of Architectural Review~~Planning Commission for consideration of approval. ~~The appropriate review authority shall review each sign permit application and approve only those that comply with the findings required in Subsection D of this section (Findings for approval).~~

a. Conditions of approval. The review authority may require conditions of approval that are deemed reasonable and necessary to achieve the purpose, intent, and objectives of this chapter.

b. Approval criteria. The approval or non-approval of an application for a ~~s~~Sign ~~p~~Permit shall be guided by the criteria identified in this ~~e~~Chapter. If the review authority finds that a proposed sign substantially complies with the standards of this chapter, the review authority shall approve the sign.

c. Appeal. A decision of the Zoning Administrator or ~~Board of Architectural Review~~Planning Commission rendered in compliance with this chapter may be appealed in compliance with Chapter 17.76 (Appeals).

2. Compliance with standards required. No Sign Permit shall be approved for an existing or proposed sign unless the sign is in compliance with all applicable requirements of this ~~C~~chapter.

3. Building Permit required. A Building Permit may also be required for sign construction/installation in accordance with the ~~2008 California~~ Building Code and amendments made thereto as adopted by the Seaside City Council.

4. Temporary signs. Temporary signs shall comply with Subsection 17.40.040.D (Temporary Signs) and Section 17.40.080 (Standards for Specific Sign Types).

B. Master Sign Program required. ~~A Master Sign Program shall be approved by the Board of Architectural Review for any new sign permit on an existing commercial, quasi-public/institutional, and/or multi-family complex on a single project site with two or more tenants, and any new multiple-tenant project which requires a Use Permit, Variance, or is a planned unit development.~~ No Sign Permit shall be issued for an individual sign requiring a Sign Permit for a new sign on an existing or newly developed multiple tenant commercial/residential project on a single project site with two or more tenants unless and until a Master Sign Program for the property in which the sign will be erected has been approved ~~by the Board of Architectural Review.~~ The Zoning Administrator shall have the authority to administratively approve a Master Sign Program in which all allowed signs would comply with the requirements of this Chapter, including requirements for maximum sign area, sign type, and sign placement. All other Master Sign Programs shall require approval of the Planning Commission. As part of Master Sign Program approval, the ~~Board of Architectural Review~~Planning Commission may grant exceptions to the standards of this chapter for the maximum size and number of signs, based on design features including architectural style, proportion to landscaping, site visibility, and building mass. A Master Sign Program shall conform to and complement the architectural design and character of the structure erected or to be erected on the project site. Subsequent signs that are required to comply with an existing approved Master Sign Program shall obtain a Sign Permit ~~be reviewed and approved by the Zoning Administrator through a Zoning Clearance, in compliance with Section 17.62.020.~~

C. Application requirements. An application for a Sign Permit shall be filed and processed in compliance with Chapter 17.60 (Permit Application Filing and Processing). The application shall be accompanied by detailed and fully dimensioned plans, architectural drawings and sketches, and data/materials identified in the Department handout for sign permits, and any applicable fees. It is the responsibility of the applicant to ~~establish~~provide evidence ~~to demonstrate compliance in support of the findings required by Subsection D of this section (Findings for approval).~~

~~D.—Findings for approval. The approval of a Sign Permit shall require that the review authority first make all the following findings, as applicable:~~

~~1.—The proposed signs do not exceed the standards of Sections 17.40.070 (Zoning District Sign Standards) and 17.40.080 (Standards for Specific Sign Types) and are of the minimum size and height necessary to enable pedestrians and motorists to readily identify the facility or site from a sufficient distance to safely and conveniently access the facility or site.~~

~~2.—The placement of the sign on the site is appropriate for the height and area of a freestanding or projecting sign.~~

~~3.—A flush or projecting sign relates to the architectural design of the structure. Signs that cover windows, or that spill over natural boundaries and/or cover architectural features, shall be prohibited.~~

~~4.—The proposed signs do not unreasonably block the sight lines of existing signs on adjacent properties.~~

~~5.—The placement and size of the sign will not impair pedestrian or vehicular safety.~~

~~6.—The design, height, location, and size of the signs are visually complementary and compatible with the scale and architectural style of the primary structures on the site, any prominent natural features on the site, and structures and prominent natural features on adjacent properties on the same street.~~

~~7.—The proposed signs are in substantial conformance with the design criteria in Subsection 17.40.060.F (Design criteria for signs).~~

ED. Expiration and extension of Sign Permit approval.

1. Approval of a Sign Permit shall expire 12 months from the date of approval unless the sign has been installed or a different expiration date is stipulated at the time of approval. Before the expiration of a sign permit, the applicant may apply to the Department for an extension of up to an additional 12 months from the original date of expiration.

2. The expiration date of the Sign Permit shall be automatically extended to concur with the expiration date of the companion Building Permit or other applicable permits for the project.

SECTION 11. Section 17.40.040.A.1 is hereby amended as follows:

1. Modifications to sign copy on conforming signs where all structural components of the sign remain in place and unaltered shall be reviewed and approved by the Zoning

~~Administrator through a Zoning Clearance in compliance with Section 17.62.020 (Zoning Clearance); and~~

SECTION 12. Section 17.40.080.D is hereby amended as follows:

D. Murals. A mural placed on the wall of a structure may be allowed in any commercial or industrial zone subject to the following:

1. A mural without text visible from a public right-of-way may be approved in addition to (not counted as part of) the sign area allowed by Section 17.40.070 (Zoning District Sign Standards); a mural with text advertising the use of the business shall comply with the sign area limitations applicable to the site. When calculating sign area for a mural including text, the text and any logos (or similar feature) shall be counted as sign area and calculated in accordance with Section 17.40.060. Purely decorative aspects of the mural shall not be counted as sign area. When doubt exists whether a portion of the mural is commercial or decorative, the Zoning Administrator shall make a determination regarding the nature of that portion of the mural.

2. Murals that illustrate the local setting and history as sources of inspiration are encouraged.

3. Mural Exhibits shall not include depictions of Specified Anatomical Areas or Specified Sexual Activities as defined by Chapter 5.08 of the Municipal Code. Murals shall not include gang affiliation symbols or other content which, in the opinion of the review authority, could be deemed offensive to the general community.

43. All murals are subject to ~~approval by the Board of Architectural Review~~ the Architectural Review process in compliance with Section 17.62.030 (Architectural Review). Prior to consideration, the review authority may obtain recommendations from the Art & History Commission or other City Departments to ensure that the mural is compatible with the community and does not contain any of the items described in Section 17.40.080.D.2.

54. The approval of a mural shall require that the review authority first find that the colors, placement, and size of the mural are visually compatible with the structure's architecture, and that the mural will serve to enhance the aesthetics of the City.

SECTION 13. Section 17.52.120 is hereby amended as follows:

17.52.120 Home Occupations

A. Applicability. Home occupations shall comply with the requirements of this section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards). These standards are intended to provide reasonable opportunities for employment within the home, while avoiding changes to the residential character of a dwelling that accommodates a home occupation or to the surrounding neighborhood.

B. Permit requirement. A home occupation shall require City approval of a Home Occupation Permit and a Business License.

C. Limitations on use. The following are examples of business activities that may be approved as home occupations, and uses that are prohibited as home occupations:

1. Uses allowed as home occupations. The following and other uses determined by the Director to be similar may be approved by the Director in compliance with this section:

- a. Art and craft work (ceramics, painting, photography, sculpture, etc.);
- b. Tailors, sewing, etc.; and
- c. Office-only uses, including an office for an architect, attorney, consultant, contractor, counselor, insurance agent, planner, tutor, writer, etc., and electronic commerce.

2. Uses prohibited as home occupations. The following are examples of business activities that are not incidental to or compatible with residential activities and are therefore prohibited as home occupations:

- a. Adult entertainment activities/businesses;
- b. Animal hospitals and boarding facilities;
- c. Automotive and other vehicle repair and service (body or mechanical), painting, storage, or upholstery, or the repair, reconditioning, servicing, or manufacture of any internal combustion or diesel engines, or of any motor vehicle, including automobiles, boats, motorcycles, or trucks;
- d. Use of the project site as a storage facility for a contractor and other storage yards;
- e. Dismantling, junk, or scrap yards;
- f. Fitness/health facilities (except that one-on-one personal trainers may be allowed);
- g. Medical clinics, laboratories, or doctor's offices;
- h. Personal services as defined in Article 7 (Glossary), except that licensed massage therapy and physical therapy may be allowed as home occupations in compliance with this section;
- i. On-site sales, except that mail order businesses may be allowed where ~~there is no any~~ stock-in-trade on the site is stored entirely within the dwelling or an accessory structure and does not impede access to required parking or egress;
- j. Uses which require explosives or highly combustible or toxic materials;

k. Welding and machine shop operations;

l. Wood cutting businesses; or

m. Other uses the Director determines to be similar to those listed above.

D. Operating standards. Home occupations shall comply with all of the following operating standards:

1. Accessory use. The home occupation shall be clearly secondary to the full-time use of the property as a residence.

2. Location of home occupation activities. All home occupation activities shall be confined ~~completely to one room~~ within the primary dwelling, which shall not occupy more than 25 percent of the gross interior floor area of the ground floor. Garages or other enclosed accessory structures may be used for home occupation purposes only if required off-street parking spaces are continually maintained. Horticultural activities for home occupation purposes may be conducted outdoors, but only within the rear one-third of the site.

3. Visibility. The use shall not require any exterior modification to the structure not customarily found in a dwelling, nor shall the home occupation activity be visible from a public right-of-way or from neighboring residential properties.

4. Signs. There shall be no advertising signs, other than one non-illuminated name plate, not exceeding one square foot in area, and only if attached flush to a wall of the structure.

5. Safety. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises. The use shall not employ the storage of explosive, flammable, or hazardous materials beyond those normally associated with a residential use.

6. Off-site effects. No home occupation activity shall create dust, electrical interference, fumes, gas, glare, light, noise, odor, smoke, toxic/hazardous materials, vibration, or other hazards or nuisances as determined by the Director.

7. Outdoor display or storage. There shall be no window display or outdoor storage or display of equipment, materials, or supplies associated with the home occupation.

8. Employees. A home occupation shall have no on-site employees other than full-time residents of the dwelling.

9. Client/customer visits. The home occupation shall be operated so as to not require more than eight vehicle trips per day of clients, customers, visitors, and/or service visits

(including deliveries or pick-up of stock in-trade) to the residence. On-site presence of clients or customers shall be limited to one client or family at a time, and only between the hours of 9:00 a.m. and 8:00 p.m.

10. Motor vehicles. There shall be no motor vehicles used or kept on the premises, except residents' passenger vehicles and/or one pickup truck, van, or similar vehicle not exceeding one-and-one-half-ton carrying capacity. The home occupation shall not involve the use of commercial vehicles for delivery of materials to or from the premises in a manner different from normal residential usage, except for FedEx, UPS, or USPS-type home deliveries/pick-ups. The Commission may authorize other types and/or additional vehicles with Use Permit approval.

11. Utility service modifications. No utility service to the dwelling shall be modified solely to accommodate a home occupation, other than as required for normal residential use.

~~12. Home occupation renewal. A Home Occupation Permit shall be valid for a period of two years. To remain valid after the two-year period, the applicant is responsible for applying for an extension to the Home Occupation Permit. Failure to obtain an extension will result in the permit becoming null and void.~~

SECTION 14. Section 17.52.130.B is hereby amended as follows:

B. Existing structures. A pre-existing structure that is converted to a live-work unit may deviate from the development standards included in this section ~~through the minor variance process~~. Deviations shall be the minimum needed and only permitted when full implementation of the development standard is not feasible, as determined by the ~~Planning Director~~ review authority.

SECTION 15. Section 17.52.160.D is hereby amended as follows:

D. Development standards.

~~1. Minimum site area. The minimum site area for a mixed-use project is 8,000 square feet; provided, that while mixed-use development is an innovative means of attracting quality commercial development, a particular parcel, especially a smaller parcel and/or nonconforming lot, may not be able to achieve the level of quality intended by this section. In those instances, consolidation of small lots should be pursued to achieve the intent of this section.~~

~~21.~~ Ground floor commercial requirement. Multi-story mixed use buildings shall include a minimum of 50 percent of the ground floor areas as commercial use.

~~32.~~ Density. Residential density in a mixed-use project shall not exceed 25 units per acre (1,750 square feet per unit). All habitable floor area shall contain a reasonable

combination of at least two of the following types of units: efficiency units, one-bedroom apartments, and two-bedroom apartments.

43. Height limit. A mixed-use project shall not exceed 40 feet in height.

54. Exterior appearance. The overall exterior appearance of mixed-use projects shall favor a commercial architectural design.

65. Parking requirements. A mixed-use project shall comply with the following parking requirements. Additional parking standards shall comply with those in Chapter 17.34 (Parking and Loading):

a. Commercial portion. One parking space for each 300 square feet of gross leasable floor area.

b. Residential portion. One covered parking space designated for:

(1) Efficiency and one bedroom units: One designated covered parking space.

(2) Two bedroom units: Two designated covered parking spaces.

c. Adjustments to standards. When there is a residential component to a mixed-use project, the Commission may allow a reduction to the required combined parking requirement for the proposed commercial and residential land uses based on a review of the individual needs of the proposed project.

SECTION 16. Table 5-1 Section 17.60.020 is hereby amended as follows:

Type of Action	Applicable Zoning Ordinance Section	Role of Review Authority			
		Director or Zoning Administrator	Board of Architectural Review	Planning Commission	City Council

Administrative and Legislative Decisions

General Plan or LCP Amendment	17.764	Recommend		Recommend	Decision
Interpretation	17.04	Decision ⁽²⁾		Appeal	Appeal
Precise Plan or Amendment	17.62.060	Recommend		Recommend	Decision
Specific Plan or Amendment	17.764	Recommend		Recommend	Decision
Zoning Ordinance or Map Amendment	17.764	Recommend		Recommend	Decision

Planning Permit Decisions

Architectural Review	17.62.030	Recommend ⁽³⁾	Decision	Appeal <u>Decision</u>	Appeal
Certificate of Appropriateness	17.68.050	Recommend		Decision	Appeal
Certificate of Appropriateness – Minor	17.68.050	Decision		Appeal	Appeal
Home Occupation Permit	17.52.120	Decision		Appeal	Appeal
Limited Term Permit	17.62.040	Decision		Appeal	Appeal
<u>Master Sign Program</u>	17.40.030.B	<u>Recommend⁽³⁾</u>		<u>Decision</u>	<u>Appeal</u>
Minor Use Permit	17.62.070	Decision ⁽²⁾ <u>Recommend⁽³⁾</u>		Appeal <u>Decision</u>	Appeal
Minor Variance	17.62.080	Decision ⁽²⁾	-	Appeal	Appeal
Planned Development Permit	17.62.050	Recommend		Decision	Appeal
Sign Permit	17.40.030.A	Recommend <u>Decision</u>	Decision	Appeal	Appeal
Use Permit	17.62.070	Recommend ⁽³⁾		Decision	Appeal
Variance	17.62.080	Recommend ⁽³⁾		Decision	Appeal
Zoning Clearance	17.62.020	Decision ⁽²⁾		Appeal	Appeal

Subdivision Decisions

Minor Subdivision	Subdivision Ordinance	Recommend		Decision	Appeal
Major Subdivision		Recommend		Recommend	Decision

Notes:

(1) “Recommend” means that the review authority makes a recommendation to a higher decision-making body; “Decision” means that the review authority makes the final decision on the matter; “Appeal” means that the review authority may consider and decide upon an appeal to the decision of a prior decision-maker, in compliance with Chapter 17.76 (Appeals).

(2) The ~~Director~~ Zoning Administrator may defer action and refer the request to the Commission, so that the Commission may instead make the decision.

(3) The Zoning Administrator may administratively approve these applications subject to the requirements of the applicable Section regulating issuance of the specific permit type.

SECTION 17. Section 17.62.030 is hereby amended as follows:

17.62.030 Architectural Review

A. Purpose. Architectural ~~re~~Rview is intended to improve the aesthetic appearance of open spaces and structures, especially those visible from public rights-of-way, and to establish design standards and policies promoting and enhancing good design.

B. Applicability. Architectural ~~re~~Rview shall be required for the following projects:

1. For nonresidential, multi-family residential, and mixed-use projects: all new construction and additions of 50 percent or greater to existing structures;
2. For single-family residential projects: all new construction, additions to existing structures that result in a height of greater than 18 feet, and all new second-story elements including decks, roofs, exterior staircases, roof decks, projections, etc.;
3. Landscape and irrigation plans for new construction of multi-family residential, commercial, and other nonresidential development;

~~4. Residential subdivisions resulting in two or more dwellings;~~

~~5. Publicly financed projects administered by the City;~~

~~46. Master ~~s~~Sign ~~p~~Programs and murals as required by Subsection 17.40.080.D, or signs proposed within the City that are determined by the Zoning Administrator not to be professionally rendered or in strict compliance with Chapter 17.40 (Signs) or an existing master sign program previously approved by the Board of Architectural Review; provided, that each sign complies with the requirements of Chapter 17.40 (Signs); and~~

~~57. Satellite dish antennas greater than one meter in diameter;~~

~~68. Any change(s) to projects that previously received Architectural Review approval from the Board of Architectural Review that cannot be approved by the Zoning Administrator in accordance with Section 17.64.090 (Changes to an Approved Project).~~

~~C. Review authority. Architectural review shall be conducted by the Board of Architectural Review which shall report its findings to the applicable project review authority. A project that requires Commission and/or Council approval shall obtain that approval prior to final design approval by the Board of Architectural Review. The Director may require what the Director determines to be a project of significant size or impact to receive conceptual design review by the Board of Architectural Review prior to final action by the Commission or Council. Project review, notice, and hearing. Each application shall be reviewed by the Zoning Administrator.~~

1. The Zoning Administrator may administratively approve an Architectural Review if all of the following requirements are met:

a. The Zoning Administrator has made the following findings:

(1) The proposed structure will not adversely impact the character of the neighborhood; and

(2) The proposed structure will be compatible with the scale, bulk, height, and location of existing structures located on the neighboring block face; and

(3) The project is exempt or is not a project under CEQA; and

(4) A Notice of Intent to Approve has been mailed to all real property owners within 300 feet of the property and no protest has been received; and

(5) The applicant has complied with the requirements of Section 17.62.030.D.

2. If the project does not meet the requirements specified in Section 17.62.030.C.1 above, then the application for Architectural Review shall be considered by the Planning Commission. Additionally, the Zoning Administrator may refer any Architectural Review application to the Planning Commission as deemed appropriate.

3. Projects approved by the Zoning Administrator pursuant to Section 17.62.030.C.1 may be appealed to the Planning Commission pursuant to Chapter 17.76. If the Zoning Administrator determines that the project should be denied, the item shall automatically be referred to the Planning Commission with no need for appeal.

D. Staking and flagging required. An applicant for Architectural Review shall do one of the following:

1. At least 14 days prior to the date of consideration for an Architectural Review application, staking and flagging shall be erected by the applicant or the applicant's agent, for all proposed ~~new commercial~~ structure(s) (including new structures and additions), ~~and residential new construction and addition(s) to existing structure(s)~~ over 18 feet in height, to demonstrate the dimensions and heights of the ridge lines at the highest peak of each roof line and perimeter. Staking and flagging installation shall comply with the City's standards on staking and flagging. The Zoning Administrator may require that the applicant provide evidence to verify that the staking and flagging has taken place and accurately represents the proposed development.

2. For situations where staking and flagging for a structure over 25 feet in height is infeasible due to verified logistical or safety concerns, the Zoning Administrator may allow the applicant to perform the following alternative means of compliance for staking and flagging:

a. In addition to public notices required pursuant to 17.78.020, a copy of the public hearing notice shall be sent to the occupant of every physical address located within 300 feet at least 10 days prior to the hearing; and

b. The applicant shall cause to have prepared by a licensed architect, surveyor, engineer, or other licensed professional deemed qualified by the Zoning Administrator, architectural renderings accurately showing the building as it would be viewed from multiple locations, including nearby streets, adjacent properties, and other views that may be significantly impacted; and

c. At least 14 days prior to the hearing, the applicant shall post in a conspicuous place along each road frontage abutting the property a sign, not less than three feet by five feet in size, providing a description of the project. A minimum of 40% of the area of the sign shall be occupied by an architectural rendering approved by the Zoning Administrator, and the sign shall also include a description of the project, the time, place, and hearing body for any public hearing.

The applicant shall be responsible for any and all costs for staking and flagging or alternative means of compliance.

E. Review considerations. Architectural ~~Review~~ ~~approval~~ shall require that the ~~Board of Architectural Review~~ review authority ~~shall first~~ evaluate the following aspects of each project:

1. Architectural considerations. Architectural considerations, including the character, quality, and scale of the design, architectural relationship with the site and other structures, building materials, colors, fencing, trash enclosure and walkway improvements, exterior lighting and signs, and the screening of exterior appurtenances.

2. Landscape considerations. Landscape considerations, including the color, coverage, location, size, texture, and type of plant materials, provisions for irrigation, maintenance, and the protection of landscaped areas, and similar elements. The ~~Board of Architectural Review~~ review authority shall encourage the planting of native and/or drought-tolerant landscaping in compliance with Section 17.30.040 (Landscaping Standards).

3. Lighting considerations. Proposed outdoor lighting, including the proposed placement of fixtures, type of fixtures, and illumination levels.

F. Conditions of approval. In making its decisions, the ~~Board of Architectural Review~~ review authority may impose the conditions as it deems reasonable and necessary to protect the best interests of the surrounding area, as well as to further the public health, safety, and general welfare of the community.

G. Review and approval of minor changes. The ~~Board of Architectural Review~~ review authority may adopt ~~by resolution, subject to ratification by the Commission,~~ measures

to streamline the review and approval of minor changes not specifically listed in Section 17.64.090 (Changes to an Approved Project).

SECTION 18. Section 17.62.040 is hereby amended as follows:

17.62.040 Limited Term Permit

A. Purpose. This section establishes procedures and standards for the review of Limited Term Permits for short-term activities that may not comply with standards of the applicable zone, but may otherwise be acceptable because of their temporary nature.

B. Review authority. A Limited Term Permit may be reviewed, and approved or disapproved administratively by the Zoning Administrator, in compliance with this section.

C. Applicability. A Limited Term Permit may be granted only for the activities listed in Subsection E of this section.

D. Exempt short-term activities. The following short-term activities are allowed without a Limited Term Permit. A short-term activity that is not within the following categories shall comply with Subsection E or F of this section:

1. Construction yard – On-site. An on-site contractors’ construction yard for an approved construction project. The yard shall be removed from the site immediately upon completion of the project, or the expiration of the Building Permit authorizing construction, whichever occurs first.

2. Emergency activity. Emergency public health and safety activities, as determined by the City Manager or Council.

3. Event on site approved for public assembly. An event on the site of, or within, a public or private meeting facility, school, theater, or similar facility designed and approved by the City for public assembly, and occurring during daylight hours and with no amplified outdoor sound.

4. Event or activities on public property. Parades on public streets, events in public parks, golf courses, or on other publicly owned property, and approved by the City’s ~~Special Events Committee~~.

5. Fundraising event. A temporary fundraising event within a nonresidential zone or on the site of an established nonresidential use within a residential zone, limited to a maximum of ~~one~~ two events of no more than three consecutive days, per organization, per month per site. ~~A Limited Term Permit may allow an organization to conduct a fundraising event up to six times per year.~~ Sponsorship shall be limited to educational, fraternal, religious, or service organizations directly engaged in civic or charitable efforts, or an organization that is tax exempt in compliance with U.S. Internal Revenue Code Section 501(c).

6. Garage sales. Garage sales, not to exceed four per year and two consecutive days, in compliance with Section 17.52.110 (Garage Sales).

7. Public property or public right-of-way work. Construction and maintenance activities conducted on public property that is authorized by an encroachment permit.

E. Allowed short-term activities. The following short-term limited activities may be allowed with a Limited Term Permit, in compliance with this section. A Limited Term Permit may authorize an activity for the time specified by this section, but in no event for more than 12 months. Other short-term activities that are not within the following categories shall instead comply with the planning permit requirements and standards that otherwise apply to the site:

1. Caretaker unit. See definition under Chapter 17.98 (Definitions).

2. Construction yard – Off-site. An off-site contractors' construction yard for an approved construction project. The yard shall be removed immediately upon completion of the project, or the expiration of the Building Permit authorizing construction, whichever occurs first.

3. Events. Art and craft exhibits, carnivals, circuses, concerts, fairs, farmers markets, festivals, flea markets, food events, open air sales, outdoor entertainment/sporting events, religious revivals, rummage sales, secondhand sales, sidewalk sales, swap meets, and other special events, for up to five consecutive days, or four two-day weekends, within a 12-month period, on private, nonresidentially zoned property.

4. Fundraising event. A temporary fundraising event within a residential zone on a site that is vacant or contains an established residential use, limited to a maximum of one event of no more than three consecutive days, per organization, per month, per site, may be allowed with the issuance of a ~~Longer Term~~-Limited Term Permit ~~per Subsection F of this section~~. A ~~longer term~~-Limited Term Permit may also allow an organization to conduct ~~a fundraising events on sites within a nonresidential zone or on the site of an established residential use within a residential zone for more events during a year than would be exempt pursuant to Section 17.62.040.D.5 up to six times per year~~. Sponsorship shall be limited to educational, fraternal, religious, or service organizations directly engaged in civic or charitable efforts, or an organization that is tax exempt in compliance with U.S. Internal Revenue Code Section 501(c).

5. Location filming. The temporary use of a site for location filming for commercials, movies, videos, etc., for the time specified by the Zoning Administrator, but not to exceed 12 months.

6. Model homes. A model home or model home complex may be authorized in compliance with the following standards, and other requirements deemed necessary by the Zoning Administrator:

- a. The sales office and any off-street parking shall be converted back to residential use and/or removed before final building inspection, or within 14 days from the sale of the last parcel in the subdivision, whichever first occurs.
 - b. The model home complex shall be used only to sell units within the subdivision where the complex is located.
 - c. Model homes may be open to the public only after final building inspection, and after all subdivision improvements are completed and accepted by the City.
7. Seasonal sales lots. Seasonal product sales (e.g., for Halloween, Thanksgiving, Christmas) including a temporary security trailer, on private property in a nonresidential zone or at an established institutional use within a residential zone, for up to 30 days.
 8. Temporary facilities during construction. One or more temporary structures may be used during the construction of an approved development as offices, or for the storage of equipment and/or tools.
 - a. Conditions of approval. Permit approval shall include conditions regarding the following matters:
 - (1) Requirements for adequate site ingress and egress;
 - (2) A prohibition on the use of the facility for any work other than that on the same site;
 - (3) Requirements for the temporary storage of construction debris (e.g., asphalt, concrete, dirt) at designated on-site locations; provided, that the applicant shall furnish a schedule, acceptable to the Zoning Administrator, for the periodic disposal or recycling of the materials; and
 - (4) Requirements designed to minimize potential conflicts between the work on site and adjacent land uses.
 - b. Permit time limit. The permit may be approved for up to 12 months following the issuance of a companion Building Permit, or upon completion of the project, whichever occurs first:
 - (1) The permit may be extended by the Zoning Administrator for an additional 12 months if a written request for extension is submitted at least 14 days before permit expiration, and the applicant provides justification for the request that is determined by the Zoning Administrator to be reasonable (e.g., the delay was caused by reasons beyond the applicant's control).

(2) A permit for temporary construction facilities may be extended by the Zoning Administrator as needed; provided, that all construction facilities and equipment shall be removed from the site prior to the approval of a Certificate of Occupancy.

c. Condition of site following completion. Each temporary structure and related improvements shall be completely removed from the site following the expiration of the Limited Term Permit, or within 30 days of completion of the development project, whichever occurs first.

9. Temporary real estate sales office. A temporary real estate sales office may be approved within an approved subdivision, solely for the first sale of homes within the subdivision. The sales office shall be completely removed from the site prior to issuance of a Certificate of Occupancy.

10. Temporary business office or private school classroom. A trailer or mobile home may be allowed as a temporary work site for employees of a business in advance of the completion of a permanent facility, or as a temporary classroom for a school; provided, that:

a. The permanent use has obtained all necessary zoning approvals/permits~~been granted~~
~~Use Permit approval by the Commission,~~ and a Building Permit is~~has been~~ obtained for the trailer or mobile home; and~~s well as~~ the permanent structure;

b. The use is appropriate because:

(1) The trailer or mobile home will be in place during construction or remodeling of a permanent commercial, industrial, or classroom structure for a maximum of 12~~24~~ months, or upon expiration of the Building Permit for the permanent structure, whichever first occurs; or

(2) The applicant has demonstrated that the temporary work site is a short-term necessity for a maximum of 12~~24~~ months, while a permanent work site is being obtained; and

c. The trailer or mobile home is removed before final building inspection or the issuance of a Certificate of Occupancy for the permanent structure.

(1) A temporary business office or school classroom may be allowed for up to 24 months, and the ~~Commission-Zoning Administrator~~ may grant one extension of up to 12 months.

11. Similar temporary activities. A temporary activity that the Zoning Administrator determines is similar to the other activities listed in this subsection, and compatible with the applicable zoning and surrounding land uses.

F. Longer-term limited activities subject to a Use Permit. The ~~Commission-City~~ may authorize a temporary land use that would occur for a longer period than allowed short-term land uses listed under this section by Use Permit approval, in compliance with Section 17.62.070 (Use Permit and Minor Use Permit), in lieu of a Limited Term Permit. The ~~Commission~~-review authority may determine that a proposed temporary land use is similar to and compatible with a listed use and may be allowed, only after first making all of the following findings with the determination:

1. The characteristics of, and activities associated with, the use are similar to one or more of the listed allowed short-term uses under Subsection E of this section and will not involve a greater intensity than the uses listed in the zone;
2. The use will be consistent with the intents and purposes of the applicable zone;
3. The use is consistent with the General Plan and any applicable specific plans;
4. The use is compatible with the other uses allowed in the zone; and
5. The use is not listed as allowable in any other zone.

A determination that a use qualifies as a similar and compatible use, with the findings supporting the determination, shall be made in writing upon Use Permit approval.

G. Development standards. The Zoning Administrator shall establish the following standards based on the type of short-term activity, using the requirements of the applicable zone, and Articles 3 (Site Planning, Design, and Operational Standards) and 4 (Standards for Specific Land Uses) for guidance:

1. Access, floor areas, heights, landscaping, off-street parking, setbacks, signs, utilities, and other structure and property development improvements and features;
2. Measures for removal of the activity and site restoration, to ensure that no changes to the site would limit the range of possible future land uses otherwise allowed by this Zoning Ordinance; and
3. Limitation on the duration of any approved “temporary structure,” to a maximum of 12 months, so that it shall not become a permanent or long-term structure.

H. Application filing and processing. An application for a Limited Term Permit shall be filed and processed in compliance with Chapter 17.60 (Permit Application Filing and Processing). The application shall be accompanied by detailed and fully dimensioned plans, architectural drawings and sketches, and data/materials identified in the Department handout for Limited Term Permits, and any applicable fees. An application for a Limited Term Permit shall be submitted at least four working days prior to the proposed event date in order for staff to review the request.

I. Project review, notice, and hearing.

1. Zoning Administrator review. Each application shall be reviewed by the Zoning Administrator to ensure that the proposal complies with all applicable requirements of this Zoning Ordinance.
2. Public notice and hearing requirements. No public notice or hearing is required prior to a Zoning Administrator decision on a Limited Term Permit. Public notice and, if necessary, a hearing is required prior to a ~~Commission~~ decision on a Use Permit in compliance with Chapter 17.78 (Public Hearings).

J. Findings and decision. The Zoning Administrator shall approve a Limited Term Permit only after first finding that the requested short-term activity complies with all applicable standards in this section.

K. Post-approval procedures. The procedures and requirements in Chapter 17.64 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 6 (Zoning Ordinance Administration), shall apply following a decision on a Limited Term Permit application.

1. Condition of the site following short-term activity. Each site occupied by a short-term activity shall be cleaned of debris, litter, or other evidence of the temporary activity on completion or removal of the activity, and shall thereafter be used in compliance with the provisions of this Zoning Ordinance. Performance security may be required before initiation of the activity to ensure cleanup after the activity is finished in compliance with Section 17.64.070 (Performance Guarantees).
2. Performance security for temporary structures. Before issuance of a Limited Term Permit, the applicant shall provide performance security in a form and amount acceptable to the Zoning Administrator to guarantee removal of all temporary structures within 30 days following the expiration of the Limited Term Permit in compliance with Section 17.64.070 (Performance Guarantees).

SECTION 19. Section 17.62.050 is hereby amended as follows:

17.62.050 Planned Development Permit

A. Purpose. The Planned Development Permit is intended to provide for flexibility in the application of Zoning Ordinance standards to ~~proposed development under limited and unique circumstances. The purpose is to~~ allow for consideration of innovation in site planning and other aspects of project design, and more effective design responses to site features, uses on adjoining properties, and environmental impacts than the Zoning Ordinance standards would produce without adjustment. ~~The City expects e~~Each Planned Development project ~~must to~~ be of obvious, significantly higher quality than would be achieved through conventional design practices and strict application of Zoning standards. Economic gain or the loss of prospective profits shall not be a basis for consideration of a Planned Development Permit.

B. Applicability. A Planned Development Permit application may be filed and processed only under the following circumstances:

~~1. Minimum site area. A Planned Development Permit may be requested only for a residential, commercial, industrial, or mixed-use development on a site of one acre or larger.~~

~~21.~~ Timing of permit. No Building or Grading Permit shall be issued on a site for which a Planned Development Permit is proposed until the Planned Development Permit has been approved in compliance with this section.

~~32.~~ Scope of approval.

a. Planned Development Permit approval may adjust or modify, where determined by the review authority to be necessary and justifiable, any applicable development standard of this Zoning Ordinance (e.g., building height, setbacks, parking, street layout); provided, that the approval shall not authorize a land use that is not allowed in the applicable zone by Article 2 nor alter any development standard that is specified within the General Plan.

~~b. A project proposing increased residential density may only be approved by the Council in compliance with Chapter 17.33 (Affordable Housing Incentives).~~

C. Project design and development standards. A planned development project shall be designed and constructed in compliance with the following requirements, in addition to all other applicable requirements of this Zoning Code:

1. Infrastructure requirements. A planned development proposal shall not be approved unless adequate sewer and water lines and streets already service the site, or the developer proposes to install the facilities at the developer's expense.

2. Street design. The street system in a planned development shall conform to the existing topography rather than cut through it, to minimize cut-and-fill grading activities. A planned development of five or more acres shall be designed and constructed with direct access to at least one major thoroughfare.

3. Preservation of community assets and landmarks. Historic places, groves, scenic points, trees, waterways, and other community assets and landmarks within the project site shall be preserved to the greatest extent possible.

4. Open space. A residential planned development project of three acres or more shall be designed to either provide a minimum of 10 percent of the total area in one centrally located usable open space area, or dedicate 10 percent of the total area of the site to the City. If the latter alternative is proposed, the City shall reserve the right to accept or reject

a dedication. In either instance, at least one-half of the total open space area shall be directly accessible to the public, and open to use year-round.

5. Screening buffer. A planned unit development project proposed to be of higher density or different character than an existing abutting single-family residential neighborhood shall be designed and constructed to provide an appropriate screening buffer between the proposed development and the abutting residential neighborhood.

D. Application filing and processing.

1. Pre-application conference. An applicant who intends to file an application for Planned Development Permit approval ~~shall~~may first participate in a pre-application conference in compliance with Subsection 17.60.040.A (Application Preparation and Filing – Pre-application conference).

2. Application content. An application shall be prepared and filed in compliance with Chapter 17.60 (Permit Application Filing and Processing). It is the responsibility of the applicant to provide evidence in support of the findings, as required by Subsection G.1 of this section.

E. Review authority. A Planned Development Permit may be granted by the Commission.

F. Project review, notice, and hearing.

1. Application review. Each Planned Development Permit application shall be analyzed by the ~~Director~~Zoning Administrator to ensure that the application is consistent with the purpose and intent of this section. The ~~Director~~Zoning Administrator shall submit a staff report and recommendation to the Commission for their consideration.

2. Public hearing. The Commission shall conduct a public hearing on an application for a Planned Development Permit before the approval or disapproval of the permit. Notice of the public hearing shall be provided, and the hearing shall be conducted in compliance with Chapter 17.78 (Public Hearings).

G. Commission action. Following a public hearing, the Commission may approve or disapprove a Planned Development Permit, and shall record the decision and the findings upon which the decision is based.

1. Required findings. The Commission may approve a Planned Development Permit only after first finding that:

a. The project is consistent with the General Plan and any applicable specific plan, any applicable density bonus requirements (see Chapter 17.33 – Affordable Housing Incentives), and is allowed within the applicable zone;

- b. The project complies with all applicable provisions of this Zoning Ordinance other than those modified by the Planned Development Permit;
- c. The location, size, planning concepts, design features, and operating characteristics of the project are and will be compatible with the character of the site, and the land uses and development intended for the surrounding neighborhood by the General Plan;
- d. The approved modifications to the development standards of this Zoning Ordinance are necessary and appropriate to accommodate the superior design of the proposed project, its compatibility with adjacent land uses, and its successful mitigation of any identified environmental impacts;
- e. The development authorized by the Planned Development Permit approval will be of significantly higher quality, more energy efficient, more conserving of resources, and/or will produce fewer and less serious environmental impacts than development that could otherwise occur in compliance with the requirements of this Zoning Ordinance without adjustment;
- f. The project can be adequately, conveniently, and reasonably served by public facilities, services, and utilities;
- g. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

2. Conditions of approval. In approving a Planned Development Permit, the Commission may impose any conditions deemed reasonable and necessary to ensure that the project will comply with the findings required by Subsection G.1 of this section.

H. Time limit and expiration. A Planned Development Permit shall expire and become void ~~12 months from the date of approval, or upon the expiration of another time limit established by the review authority, unless project construction has commenced within the required time limit, and construction continues thereafter under valid Building Permits, or an extension of time has been granted by the Zoning Administrator. A Planned Development Permit may be extended once, for a maximum of 12 months, unless it is exercised or extended within the timeframes specified in Section 17.64.080.~~

I. Post approval procedures. The procedures and requirements in Chapter 17.64 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 6 (Zoning Ordinance Administration), shall apply following a decision on an application for Planned Development Permit approval.

SECTION 20. Section 17.62.070 is hereby amended as follows:

17.62.070 Use Permit and Minor Use Permit

A. Purpose. The Use Permit and Minor Use Permit are for the discretionary review of uses and activities that may be appropriate in an applicable zone, but whose effects on a site and surroundings cannot be determined before being proposed for a specific site. Use Permit or Minor Use Permit approval or denial is entirely at the discretion of the City, and approval may be granted only in compliance with this section.

B. Applicability. The requirements of this section apply to uses listed within Article 2 (Zones, Permitted Land Uses, and Zoning Standards) as requiring either a Use Permit or Minor Use Permit. Minor Use Permit approval may be considered only for a project that is exempt from the California Environmental Quality Act (CEQA). A project that is required by Article 2 to have Minor Use Permit approval, but is not exempt from CEQA, shall instead require a Use Permit.

~~C. Review authority. A Use Permit shall be approved or denied by the Commission; a Minor Use Permit shall be approved or denied by the Zoning Administrator; provided, that the Zoning Administrator may choose to refer any Minor Use Permit application to the Commission for hearing and decision in the same manner as a Use Permit.~~

~~CD.~~ Application filing and processing. A Use Permit or Minor Use Permit application shall be prepared, filed and processed in compliance with Chapter 17.60 (Permit Application Filing and Processing). It is the responsibility of the applicant to establish evidence in support of the findings required by Subsection F of this section (Findings and decision).

~~DE.~~ Project review, notice, and hearing. Each application shall be reviewed by the ~~Director~~ Zoning Administrator to ensure that the proposal complies with all applicable requirements of this Zoning Ordinance.

~~1. Use Permit. The Commission shall conduct a public hearing on an application for a Use Permit before a decision on the application. Notice of the hearing shall be provided, and the hearing shall be conducted in compliance with Chapter 17.78 (Public Hearings).~~

~~2. Minor Use Permit. The Zoning Administrator shall conduct a public hearing on an application for a Minor Use Permit before a decision on the application. Notice of the hearing shall be provided, and the hearing shall be conducted in compliance with Chapter 17.78 (Public Hearings).~~

~~3. Staking and flagging required. At least 14 days prior to the date of a hearing as described in Subsections E.1 and E.2 of this section, an applicant requesting approval of a Use Permit or Minor Use Permit shall erect staking and flagging, for all proposed new commercial structure(s), and residential new construction and addition(s) to existing structure(s) over 18 feet in height, to demonstrate the dimensions and heights of the ridge lines at the highest peak of each roof line and perimeter. Staking and flagging installation~~

~~shall comply with the Department handout on staking and flagging. The Zoning Administrator may administratively approve a Minor Use Permit or Use Permit if all of the following requirements are met:~~

- ~~a. The Zoning Administrator has determined that all of the findings identified in Section 17.62.070.E may be made; and~~
 - ~~b. The project is exempt or is not a project under CEQA; and~~
 - ~~c. A Notice of Intent to Approve has been mailed to all real property owners within 300 feet of the property and no protest has been received; and~~
 - ~~d. If the Use Permit or Minor Use Permit is accompanied by an application for Architectural Review, the applicant has complied with the requirements of Section 17.62.030.D~~
2. Projects not meeting the requirements above shall be referred to the Planning Commission. The Zoning Administrator may also choose to refer any application to the Planning Commission.
 3. Projects approved by the Zoning Administrator pursuant to Section 17.62.070.D.1 may be appealed to the Planning Commission pursuant to Chapter 17.76. If the Zoning Administrator determines that the project should be denied, the item shall automatically be referred to the Planning Commission with no need for appeal.
 4. Projects referred to the Planning Commission shall comply with all requirements for noticing typically required for a public hearing.

~~FF.~~ Findings and decision. The review authority may approve or deny an application for Use Permit or Minor Use Permit approval. The review authority may approve a Use Permit or Minor Use Permit only after first finding all of the following:

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code;
2. The proposed use is consistent with the General Plan and any applicable specific plan;
3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity;
4. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints; and

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

~~G.—Findings and decision for Americans with Disabilities Act (ADA) accommodations. The review authority may approve or deny an application for Minor Use Permit approval for a modification to development standards of this Zoning Ordinance for a residential project after first making the following findings. The review authority shall record the decision and the findings on which the decision is based.~~

~~1.—An individual protected under the Americans with Disabilities Act has a special need that would only be served by the requested modification to development standards for the proposed project;~~

~~2.—The design, location, size, and operating characteristics of the proposed modification are compatible with the existing and planned future land uses in the vicinity; and~~

~~3.—Alternative accommodations which may provide an equivalent level of benefit, but would not require modifications to the development standards of this Zoning Ordinance, are infeasible for the proposed project.~~

FH. Conditions of approval. In approving a Use Permit or Minor Use Permit, the review authority may impose any reasonable conditions to ensure that the approval will comply with the findings required by Subsection FE of this section. Any Use Permit granted for any medical or adult cannabis dispensary shall include as a condition the obtaining of a development/operating agreement with the City which shall require periodic review of performance and compliance as deemed appropriate by the City.

HI. Post review procedures. The procedures and requirements in Chapter 17.64 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 6 (Zoning Ordinance Administration), shall apply following the decision on an application for a Use Permit or Minor Use Permit.

SECTION 21. Section 17.62.080 is hereby amended as follows:

17.62.080 Variance ~~and Minor Variance~~

A. Purpose. The Variance ~~and Minor Variance~~ provides a process for City consideration of requests to waive or modify certain standards of this Zoning Ordinance when, because of special circumstances applicable to the property, including location, shape, size, surroundings, topography, or other physical features, the strict application of the development standards otherwise applicable to the property denies the property owner privileges enjoyed by other property owners in the vicinity and in the same zone.

B. Applicability. A Variance ~~or Minor Variance~~ may be granted to waive or modify any requirement of this Zoning Ordinance except allowed land uses, residential density, floor

area ratio limitations, specific prohibitions (for example, prohibited signs), or procedural requirements.

~~C.— Review authority.~~

~~1.— Variance. A Variance shall be approved or denied by the Commission.~~

~~2.— Minor Variance. A Minor Variance may be approved or denied by the Zoning Administrator to grant relief from only the following requirements of this Zoning Ordinance, up to a maximum reduction of 10 percent:~~

~~a.— Distance between structures;~~

~~b.— Parcel dimensions (not area);~~

~~c.— Setbacks;~~

~~d.— Structure height; or~~

~~e.— On-site parking, loading, and landscaping.~~

~~The Zoning Administrator may choose to refer any Minor Variance to the Commission for hearing and decision.~~

CD. Application filing and processing. An application for a Variance ~~or Minor Variance~~ shall be prepared, filed, and processed in compliance with Chapter 17.60 (Permit Application Filing and Processing). It is the responsibility of the applicant to provide evidence in support of the findings required by Subsection ~~EF~~ of this section.

DE. Project review, notice and hearing. Each application shall be reviewed by the Director to ensure that the proposal complies with this section, and other applicable requirements of this Zoning Ordinance.

~~1. Variance. The Commission shall conduct a public hearing on an application for a Variance prior to a decision on the application. Notice of the public hearing shall be provided, and the hearing shall be conducted in compliance with Chapter 17.78 (Public Hearings).~~

~~2.— Minor Variance. The Zoning Administrator may approve or deny a Minor Variance without a public hearing, or may choose to refer any Minor Variance application to the Commission for a hearing and decision in the same manner as provided for a Variance by Subsection E.1 of this section.~~

~~a.— Public notice. The notice shall state that the Director will decide whether to approve or deny the Minor Variance application on the date specified in the notice, and that a~~

~~public hearing will be held only if requested in writing by any interested person prior to the specified date for the decision.~~

~~b. — Hearing. When a hearing is requested, notice of the hearing shall be provided in compliance with Chapter 17.78 (Public Hearings), and the Commission shall conduct the public hearing prior to a decision on the application in compliance with Chapter 17.78. The Zoning Administrator may administratively approve a Variance if all of the following requirements are met:~~

~~a. The Zoning Administrator has determined that all of the findings identified in Section 17.62.080.E may be made; and~~

~~b. The project is exempt or is not a project under CEQA; and~~

~~c. A Notice of Intent to Approve has been mailed to all real property owners within 300 feet of the property and no protest has been received; and~~

~~d. If the Variance is accompanied by an application for Architectural Review, the applicant has complied with the requirements of Section 17.62.030.D.~~

~~2. Projects not meeting the requirements above shall be referred to the Planning Commission. The Zoning Administrator may also choose to refer any application to the Planning Commission.~~

~~3. Projects approved by the Zoning Administrator pursuant to Section 17.62.080.D.1 may be appealed to the Planning Commission pursuant to Chapter 17.76. If the Zoning Administrator determines that the project should be denied, the item shall automatically be referred to the Planning Commission with no need for appeal.~~

~~4. Projects referred to the Planning Commission shall comply with all requirements for noticing typically required for a public hearing~~

~~FE.~~ Findings and decision. The review authority may approve or deny an application for a Variance ~~or Minor Variance~~. The Review Authority shall record the decision and the findings on which the decision is based.

1. Required ~~V~~variance findings. The review authority may approve a Variance only after first making all of the following findings:

a. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, so that the strict application of this Zoning Ordinance deprives the property of privileges enjoyed by other property in the vicinity and within the same zone;

b. The approval of the Variance includes conditions of approval as necessary to ensure that the adjustment granted does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zone.

c. The Variance is consistent with the General Plan, and any applicable specific plan.

~~2.—Required Minor Variance findings. The review authority may approve a Minor Variance only after first making all of the following findings:~~

~~a.—The location, size, planning concepts, design features, and operating characteristics of the project are and will be compatible with the character of the site, and the land uses and development intended for the surrounding neighborhood by the General Plan.~~

~~b.—The Minor Variance is consistent with the General Plan, and any applicable specific plan.~~

~~c.—The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use or project, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.~~

~~3.—Reasonable accommodation. The Review Authority may grant a Minor Use Permit for the site planning or development standards of this Zoning Ordinance in compliance with Section 17.62.070 (Use Permit and Minor Use Permit), based on the findings of Subsection 17.62.070.G (Findings and decision for Americans with Disabilities Act (ADA) accommodations).~~

~~GE.~~ Conditions of approval. In approving a Variance ~~or Minor Variance~~, the review authority:

1. Shall impose conditions to ensure that the approval does not grant a special privilege inconsistent with the limitations on other properties in the vicinity, and the zone in which the property is located; and

2. May impose any reasonable conditions to ensure that the approval complies with the findings required by Subsection ~~FE~~ of this section.

~~HG.~~ Post review procedures. The procedures and requirements in Chapter 17.64 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 6 (Zoning Ordinance Administration), shall apply following the decision on an application for a Variance ~~or Minor Variance~~.

SECTION 22. Section 17.64.020 is hereby amended as follows:

17.64.020 Effective Date of Permit, Acceptance of Conditions

A. The approval of a planning permit (i.e., Use Permit, Minor Use Permit, Variance, ~~Minor Variance~~, or Planned Development Permit) shall become effective on the seventh day after the date of approval by the review authority; provided, that no appeal has been filed in compliance with Chapter 17.76 (Appeals).

B. ~~Within 15 days of the date of planning permit approval, the applicant shall sign their agreement with all applicable conditions of approval prior to issuance of any Building Permit or establishment of any use authorized by the permit. or the permit shall become void.~~

SECTION 23. Section 17.64.060 is hereby amended as follows:

17.64.060 Permits to Run with the Land

A Use Permit, Minor Use Permit, Variance, ~~Minor Variance~~, or Planned Development Permit that is granted in compliance with Chapter 17.62 (Permit Review and Decisions) shall be deemed to run with the land from the effective date of the permit through any change of ownership of the site, except in the case where a permit expires and becomes void in compliance with Section 17.64.080 (Permit Time Limits, Extensions, and Expiration). All applicable conditions of approval shall continue to apply after a change in property ownership.

SECTION 24. Section 17.64.070.A is hereby amended as follows:

A. As a condition of approval of a Use Permit, Minor Use Permit, Variance, ~~Minor Variance~~, Planned Development Permit, or Architectural Review, upon a finding that the City's health, safety and welfare warrant, the review authority may require the execution of a covenant to deposit security, and the deposit of security in a reasonable amount to ensure the faithful performance of one or more of the conditions of approval in the event that the permittee fails to perform. The security shall, as required by law or otherwise at the option of the City, be in the form of cash, a certified or cashier's check, a faithful performance bond, or other security acceptable to the City, executed by the applicant and a corporate surety authorized to do business in California. The security shall remain in effect until all of the secured conditions have been performed to the satisfaction of the Director.

SECTION 25. Section 17.64.080 is hereby amended as follows:

17.64.080 Permit Time Limits, Extensions, and Expiration

A. Time limits.

1. Unless a condition of approval or other provision of this Zoning Ordinance establishes a different time limit, a permit or approval not exercised within ~~twelvesix~~ months of approval shall expire and become void, except where an extension of time is approved in compliance with Subsection B of this section.

2. A planning permit shall not be deemed “exercised” until the permittee has either obtained an issued Building Permit from the City, substantially commenced the approved construction activity and has shown continued progress in construction, or, if no Building Permit is required, has actually commenced the allowed use on the site in compliance with the conditions of approval.

3. After it has been exercised, a planning permit shall remain valid and run with the land in compliance with Section 17.64.060, as long as a Building Permit is active for the project, the applicant has complied with all applicable conditions of approval, ~~and after a final building inspection or certificate of occupancy has been granted, and the use is not discontinued.~~ If a use authorized by planning permit is discontinued for a period of greater than 24 months, then the permit shall become null and void, and reestablishment of the use shall comply with the then-current provisions of the Zoning Ordinance, including the need to obtain a new planning permit, if applicable.

4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within 12 months from the date that the previous phase was exercised, unless otherwise specified in the permit, or the unexercised phases of the permit shall expire and become void, except where an extension of time is approved in compliance with Subsection B of this section. If the project also involves the approval of a Tentative Map, the phasing shall be consistent with the Tentative Map and the permit shall be exercised before the expiration of the Tentative Map, or the permit shall expire and become void.

B. Extensions of time. Upon written request by the applicant, the original permit review authority may extend the time for an approved planning permit to be exercised.

1. Filing and review of request.

a. Time for filing. The applicant shall file a written request for an extension of time with the Department at least 30 days before the expiration date, together with the filing fee required by the City’s Fee Schedule.

b. Evidence to be provided. The Zoning Administrator shall determine whether the applicant has made a good faith effort to exercise the permit. The burden of proof is on the applicant to establish, with substantial evidence, that circumstances beyond the control of the applicant have prevented exercising the permit.

c. Public hearing. If the original approval required a public hearing, the original review authority shall hold a public hearing on a proposed extension of time, after providing notice of the public hearing in compliance with Chapter 17.78 (Public Hearings).

d. Notwithstanding the other provisions of this Chapter, the Zoning Administrator may administratively approve an extension of time for a period of up to one year without the need for public notice, a public hearing, or consideration by the original approving authority if the Zoning Administrator finds that there have been no significant changes to the General Plan, Zoning Ordinance, Specific Plan, or other applicable rules, regulations,

or laws which could have had an impact on the original approval had they been in place at the time of approval, and there have been no changed to the conditions or circumstances of the site or project so that there would have been grounds for disapproval of the original project.

2. Action on extension request. A permit may be extended for a maximum of ~~one~~two additional 12-month periods beyond the expiration of the original approval; provided, that the review authority (e.g., Zoning Administrator or Commission) first finds that there have been no changes in the conditions or circumstances of the site or project so that there would have been grounds for disapproval of the original project. The review authority may grant an extension of less than the maximum time allowed by this section.

3. Conditions of approval. The granting of a time extension in compliance with this section may include the review authority requiring additional conditions of approval as provided by the section of this chapter applicable to the specific permit type (e.g., Use Permit, Planned Development Permit).

C. Effect of expiration. After the expiration of a planning permit in compliance with Subsection A.1 of this section, no further work shall be done on the site until a new planning permit and any required Building Permit or other City permits are first obtained.

SECTION 26. Section 17.72.030.B.1 is hereby amended as follows:

B. Nonconforming structure. A nonconforming structure may continue to be used as follows:

1. Changes to, or expansion of a nonconforming structure. A nonconforming structure may be changed or expanded as follows:

a. Nonresidential or multi-family structures. A nonconforming nonresidential or multi-family structure shall not be enlarged, extended, increased, reconstructed (except as provided in Section 17.72.030.B.2), or relocated, except that additions to nonconforming structures are permitted if the addition is fully compliant with current standards and there is no increase in the nonconformity of the existing structure.

b. Single-family dwelling. A single-family dwelling that is nonconforming with respect to setback requirements, height limits, and/or other development standards may undergo interior modifications in compliance with Building Code requirements without limitation by this chapter. Exterior modifications that go beyond the existing building footprint or height may be allowed as follows:

(1) The Zoning Administrator may approve a Zoning Clearance for a proposed exterior addition that complies with the setback requirements and height limits of the applicable zone, but that extends beyond the existing building footprint or height.

(2) Any area of an addition that encroaches into a required setback no further than an existing nonconforming portion of the structure may be allowed with Minor Use Permit approval in accordance with Section 17.62.070; provided, that the ~~area of the addition does not exceed 18 feet in height, within the required setback is less than or equal to 25 percent of the total floor area of the existing structure,~~ complies with the Building Code, and the review authority first determines that the addition will not adversely affect any neighboring property or the character of the surrounding neighborhood.

(3) Any area of an addition that encroaches into a required setback no further than an existing nonconforming portion of the structure that is greater than ~~25 percent of the total floor area of the existing structure~~ 18 feet in height may be allowed with Minor Use Permit and Board of Architectural Review approval in accordance with Sections 17.62.070 and 17.62.030, respectively, in compliance with the Building Code, and the review authority ~~ies~~ determine that the addition will not adversely affect any neighboring property or the character of the surrounding neighborhood.

SECTION 27. Section 17.72.040 is hereby amended as follows:

17.72.040 Loss of Nonconforming Status

A. Termination by discontinuance. If a nonconforming use of land or a nonconforming use of a conforming structure is discontinued for a continuous period of 180 days or longer, all rights to legal nonconforming status shall terminate.

1. The ~~Director-Zoning Administrator~~ shall base a determination of discontinuance on evidence including the removal of equipment, furniture, machinery, structures, or other components of the nonconforming use, disconnected or discontinued utilities, failure to maintain a current business (operations) tax license on the site, and/or no business records to document continued operation.

2. ~~The Zoning Administrator may grant a Minor Use Permit in compliance with Section 17.62.070 to allow an extension of the 180-day period for a period not to exceed an additional 180 days if the Zoning Administrator first finds that circumstances beyond the control of the applicant prevented the timely reestablishment of the use.~~ The Zoning Administrator shall have the ability to extend the 180-day time period for an additional duration not exceeding 18 months if the applicant can demonstrate that the discontinuance was not due to abandonment and that the discontinuance was either due to factors beyond the applicant's control (such as inability to find a tenant despite a diligent search) or was a deliberate and temporary suspension of the use by the owner for a specific purpose (such as conducting repairs or maintenance of the building).

3. Once legal nonconforming status is terminated, any further use of the site or structure shall comply with the requirements of the applicable zoning district and all other applicable requirements of this Zoning Ordinance.

B. Termination by destruction. Nonconforming status shall terminate if a nonconforming structure, or a conforming structure occupied by a nonconforming use, is

involuntarily damaged or destroyed; except as provided by Section 17.72.030.B for residential dwellings, and except as follows:

1. If the cost of repairing or replacing the damaged portion of the structure is 60 percent or less of the assessed value of the structure immediately before damage, the structure may be restored to no more than the same size and use, and the use continued, if the restoration is started within 12 months of the date of damage and is diligently pursued to completion.
2. Minor Use Permit approval shall be required if the cost of repairing or replacing the damaged portion of the structure is more than 60 percent of the assessed value of the structure immediately before the damage. Minor Use Permit approval shall require a finding, in addition to those contained in Section 17.62.070, that the benefit to the public health, safety, or welfare exceeds the detriment inherent in the restoration and continuance of a nonconformity.

SECTION 28. Section 17.74.010 is hereby amended as follows:

17.74.010 Purpose

This chapter provides procedures for the amendment of the General Plan, a Specific Plan, the official Zoning Map, and this Zoning Ordinance whenever the Council determines that public necessity, convenience, and general welfare require the amendment.

SECTION 29. Section 17.76.030.A.1 is hereby amended as follows:

1. An appeal in compliance with this chapter may be filed by any aggrieved person; except that in the case of a decision on an Architectural Review, Use Permit, Minor Use Permit, Variance, ~~Minor Variance~~, or Planned Development Permit which followed a public hearing, an appeal may only be filed by a person who, in person or through a representative, appeared at the public hearing in connection with the decision being appealed, or who otherwise informed the City in writing of the nature of their concerns before the hearing.

SECTION 30. The portion of Section 17.98.020.D headed as “Discretionary Land Use Approval” is hereby amended as follows:

Discretionary Land Use Approval. A decision of the City to approve the request of an applicant for a General Plan amendment, Zoning Map amendment, Tentative Map, Vesting Tentative Map, Final Map, Final Map modification or amendment, boundary line adjustment, Certificate of Compliance, Conditional Certificate of Compliance, development agreement, Minor Use Permit, Use Permit, permit extension of time or modification, Variance, ~~or Minor Variance~~, time extension, Architectural Review, ~~administrative permit pertaining to a land use approval~~ or any accompanying California Environmental Quality Act (CEQA) determination pertaining to any type of approval referred to in this definition.

SECTION 31. The portion of Section 17.98.020.M headed as “Medical Services – Clinic, Urgent Care” is hereby amended as follows:

Medical Services – Clinic, Urgent Care. A facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include:

- medical offices with ~~four~~five or more licensed practitioners and/or medical specialties
- urgent care facilities
- out-patient care facilities
- other allied health services

SECTION 32. The portion of Section 17.98.020.O headed as “Ordinary Maintenance and Repair” is hereby amended as follows:

Ordinary Maintenance and Repair. Work for which ~~a Building Permit is not required,~~ the purpose and effect ~~of which~~ is to correct deterioration of or damage to a structure or any part thereof and/or to restore the structure to its condition before the deterioration or damage. Ordinary Maintenance and Repair may also include non-structural modifications for aesthetic purposes such as changes in color or roofing materials, provided that the modifications are allowed under current rules and regulations.

SECTION 33. The portion of Section 17.98.020.P headed as “Planning Permit” is hereby amended as follows:

Planning Permit. Authority granted by the City to use a specified site for a particular purpose. “Planning Permit” includes, but is not necessarily limited to, Use Permit, Minor Use Permit, Limited Term Permit, Variance, ~~Minor Variance,~~ Architectural Review, and Zoning Clearance, as established by Article 5 (Planning Permit Procedures) of this Zoning Ordinance.

Attachment 2

Each Section in the proposed Ordinance is discussed in detail below.

SECTION 1

This amends the Zoning Ordinance Section on Residential Development Regulations. It is primarily a consistency change, updating the Section to reflect changes to Planned Unit Development Permits (see Section 18) and the elimination of the Minor Variance process (see Section 20).

SECTION 2

Currently exterior staircases on a residential structure require a Use Permit. This differs from most second story elements, such as second story additions and decks. Requiring a Use Permit for the staircase usually means that the applicant must apply for two separate permits. Staff believes that an exterior staircase can be considered through the Architectural Review process to avoid the need for multiple permits.

SECTION 3

As a condition of approval of the City's Housing Element, the California Department of Housing and Community Development is requiring that the City adopt a ministerial process for the construction of residential projects to provide reasonable accommodations for persons with disabilities. Currently those accommodations require a Minor Use Permit. This new Section would clarify that reasonable accommodation projects may be approved by the Zoning Administrator. The findings noted are similar to the findings which presently exist (see Section 19 for the prior language).

SECTION 4

This Section provides that modifications to the design standards for the Automotive Regional Commercial (CA) Zoning District may be considered through the Architectural Review process, rather than the Minor Variance process, which has been eliminated (see Section 20)

SECTION 5

This Section provides that signs in the Automotive Regional Commercial (CA) Zoning District will be considered through the standard Master Sign Program process (see Section 10). Although there are proposed changes to the Master Sign Program process (see Section 10), exceptions to sign standards would still require Planning Commission review.

SECTION 6

This Section makes various amendments to requirements for Sign Permits and Master Sign Programs within the Automotive Regional Commercial (CA) Zoning District. It specifies that all signs require a Sign Permit, and removes the requirement for a Master Sign Program for uses other than Auto Sales/Rentals. It also makes a change in the Master Sign Program process to allow for administrative approvals of Master Sign Programs when signs comply with Code requirements. This change mirrors a change described in more detail in Section 10.

SECTION 7

The current Code states that all fences, regardless of height or location, require a Building Permit. The Building Code is designed to ensure that structures meet requirements for structural integrity and safety. The Building Code includes references for when fences and walls require a Building Permit. For example, fences under seven feet in height do not require a Building Permit, while those that are taller do. The City Council has adopted the International Building Code in Title 15 of the Municipal Code. Since Title 15, by reference, states that certain fences are exempt from the need for a Building Permit, this portion of Code conflicts with Title 15. Staff believes that the best way to reconcile this is to remove the requirement for a Building Permit for fences except where required under the Building Code.

SECTION 8

Currently deviations from fencing requirements may be allowed upon approval of a “fence exception.” There is no defined process for a fence exception in the Code – additionally, it is not clear who the review authority is for a fence exception, as Subsection F.1 states both the Zoning Administrator and the Commission have approval responsibility. Staff recommends simplifying this review by having consideration of a fence exception be reviewed through the Variance process. Any fence exemption would need to meet the findings for a Variance in addition to the findings included in the Section.

SECTION 9

The Zoning Code specifies that second driveways may be considered subject to either a review of the Traffic Advisory Committee (followed by Council review) or through the Minor Use Permit process. These two processes are incompatible with each other. Staff proposes to remove the option for a Minor Use Permit and have second driveway applications be considered through the Traffic Advisory Committee with final review by Council (as is the current practice). The Section would also be amended to specify that process only applies to Single-Family Dwellings, as it is extremely common for parking lots associated with other uses to have more than one driveway entrance.

SECTION 10

Section 10 makes several changes to processing procedures for Sign Permits and Master Sign Programs:

Sign Permits would largely remain as-is, except it is clarified that they will be reviewed and approved through the Sign Permit process, as opposed to a Zoning Clearance.

Master Sign Programs are currently always reviewed by the Planning Commission. The proposed amendment would allow for the administrative approval of Master Sign Programs which comply with the provisions of the Zoning Ordinance. Staff believes this is appropriate because the Zoning Ordinance includes extensive direction regarding the allowed size, placement, and number of signs. These provisions can be applied in order to achieve the desired design for signs, and would significantly reduce application processing time by several weeks. Master Sign Programs which would not be in total compliance with the Zoning Ordinance would still be required to obtain Planning Commission approval.

As Sign Permits are administrative in nature, it is unnecessary to have separate findings, as compliance with the Zoning Ordinance is required for approval. The Section on findings has therefore been deleted.

SECTION 11

This Section specifies that changes to sign copy of an existing sign where there are no structural changes do not require a Sign Permit. Examples of this would be changing a placard on an existing cabinet sign, or replacing a hanging sign by reattaching an identically-sized sign to the existing supports. Since the sign is existing and no Building Permit will be required, staff does not believe it is necessary for the applicant to obtain a Sign Permit based solely on the change in content.

SECTION 12

This Section clarifies the method of calculating sign area when a mural is involved. It also clarifies that the process to be used is the Architectural Review process (currently the Planning Commission is the review authority but no process is defined) and also prohibits certain content in murals. It also clarifies that the Art and History Commission will provide recommendations regarding the murals as per Municipal Code Section 2.16.040.L.

SECTION 13

This Section makes some minor changes to Home Occupations. It allows for mail-order businesses to operate out of homes provided that all merchandise is stored within a building and the total number of vehicle trips (including clients, customers, visitor, and or

service visits) remains below the currently allowable number of 8 trips per day. It also eliminates the requirement that Home Occupation Permits be renewed every two years.

SECTION 14

This Section updates a Section on Live-Work Units to remove references to the Minor Variance process (see Section 20).

SECTION 15

The Section deletes a requirement that Mixed Use buildings be a minimum of 8,000 square feet in size. This will eliminate one of the major barriers to adaptive reuse of existing buildings along Fremont Street to allow for the conversion of existing second-floor space into residential use.

SECTION 16

This Section makes changes to Table 5-1 to reflect changes made elsewhere in the document and fix incorrect references. The details and rationale behind these changes may be found elsewhere in this document.

SECTION 17

This Section makes extensive changes to the procedures for Architectural Review, as follows:

- 1) The applicability of Architectural Review has been modified to remove the need for Architectural Review for the following:
 - a. Residential subdivisions (the maps are already subject to review as a Minor or Major Subdivision, and any buildings constructed would also be subject to Architectural Review, making this Section superfluous);
 - b. Removal of publically financed projects (these projects are already reviewed and approved by the City Council); and
 - c. The requirement that signs that are not “professionally rendered” or do not comply with the Zoning Ordinance has been removed, as the first criteria is subjective and exceptions to the Zoning Ordinance for signs already requires that the Commission review a Master Sign Program (see Section 10).
- 2) The option has been added in for administrative review of some Architectural Review applications. In order for an application to be considered administratively, it must be exempt from CEQA. Further, the project must employ an architectural design, bulk, height, and scale consistent with existing structures on the neighboring block face. If these criteria are met, the applicant would be required to place staking and flagging (or an alternative – see below) for at least 14 days prior to the approval. Additionally, within 10 days of the proposed date of approval, the City will mail a Notice of Intent to Approve to all

- real property owners within 300 feet of the property. Any member of the public shall have the option of requesting a public hearing on the project. If a hearing is requested, staff will immediately schedule the project for a hearing. If no protest is received, the Zoning Administrator would then approve the project.
- 3) The staking and flagging section has been modified in two ways. First, it clarifies that the applicability of staking and flagging applies only to new structures or additions over 18 feet in height (currently all commercial buildings arguably require Architectural Review). Second, it allows for an alternative to staking and flagging in certain circumstances (ie structures over 25 feet in height and facing verified logistical or safety concerns). If the alternative is selected, then public hearing notices must be sent to every physical address within 300 feet, the applicant must have a licensed professional create architectural renderings of the project, and a sign (minimum 3 x 5 feet) that includes an architectural rendering and the public hearing information must be placed along each adjacent street frontage at least 14 days prior to the hearing.

SECTION 18

The main change to this Section, which regulates temporary uses, would be to reduce permitting requirements on non-profits (such as churches) performing fundraising events on their property. There are other minor changes which would reduce some constraints regarding temporary offices or classrooms that may be in place during construction of a permanent facility.

SECTION 19

Planned Development Permits are intended to provide flexibility in Zoning regulations in order to provide for more innovative design. Essentially, these types of permits may allow for modifications to almost any Zoning regulation provided that the modification would result in a better project than strict application of the Zoning standards. This differs from a Variance, which represents an *exception* to the standards based on physical constraints, rather than an *alternative* based on superior project design.

Currently a Planned Development Permit may only be obtained for projects of greater than one acre in size. This Section would remove that restriction, allowing for consideration of projects of any size. Since the determination of whether an alternative is in fact “superior” to strict compliance has a high degree of subjectivity, there is no proposed administrative approval option for this permit type (ie all applications will be referred to the Planning Commission).

SECTION 20

This Section governs the review and approval of Use Permits and Minor Use Permits. The most significant changes are to modify the process to allow for an administrative option as discussed previously in Section 16 (Architectural Review) as well as an

elimination of the requirement for a Minor Use Permit for reasonable accommodation applications (as was discussed previously in Section 3).

SECTION 21

This Section presently covers Variances and Minor Variances. Unlike Use Permits and Minor Use Permits, which are currently differentiated based on processes, Variances and Minor Variances serve different purposes. Variances are applications to obtain exceptions to Zoning Ordinance Development Regulations based on physical constraints on a property that prevents an owner from enjoying privileges enjoyed by other property owners in the vicinity and in the same zone. Minor Variances represent small (up to 10%) deviations from certain development regulations without the need for physical constraints.

Staff has proposed eliminating the Minor Variance application type, proposing instead to utilize the Planned Development Permit to allow for alternatives based on superior design. Variances would remain as-is to allow for exceptions based on physical constraints. The Section also would allow for Variances to be approved administratively using the same procedures for Architectural Review (Section 16) and Use Permits/Minor Use Permits (Section 19).

SECTION 22

The Zoning Ordinance currently requires that an applicant sign an approved permit within 15 days of approval. Staff believes that negating a permit due to delays in signing is not in the public interest. This change would stipulate that the signature must be obtained prior to Building Permit issuance or establishment of the use.

SECTION 23

This Section only removes a reference to Minor Variance applications, since those are proposed to be removed as a part of this change.

SECTION 24

This Section proposes the removal of a reference to a Minor Variance and adds a reference to a Planned Development Permit.

SECTION 25

This Section makes several modifications to regulations related to time limits. These modifications include:

- 1) Currently, applicants who obtain a permit are required to start construction within 6 months of obtaining a permit. This requires that the full Building Permit plan set must be drafted, reviewed, approved, and construction started in a very short

time frame. The proposed changes would increase the time to 12 months and also deem the permit exercised upon issuance of a Building Permit.

- 2) Currently, an exercised permit remains in force until revoked. Revocation is a time-consuming process that involves public notification and public hearings. This can result in permits lingering for years or even decades after a use ceases, allowing for uses to reestablish even though they may no longer be appropriate for the area. The changes to this Section would stipulate that if a use is discontinued for 24 months or more, then the permit will expire automatically.
- 3) Currently time extensions must be granted by the body that originally approved a permit. Since the Planning Commission reviews most applications, this means that extensions to existing permits require that staff schedule and notice a hearing before the Commission. The changes to this Section would allow the Zoning Administrator to approve extensions administratively if there have been no material changes to circumstances related to the original approval of the permit.

SECTION 26

A nonconforming use or structure is a use or structure that was legally established but, due to changes in statutes, no longer conforms. Nonconforming uses are treated somewhat differently than nonconforming structures, and in some situations both a use and structure may be nonconforming.

This Section would remove an unclear limitation for some modifications to buildings that would extend an existing legal nonconforming setback. A Minor Use Permit would still be required in all cases, while Architectural Review would be required for structures greater than 18 feet in height (instead of adding more than 25% to the floor area).

SECTION 27

Currently, any use that is discontinued for a period of more than 180 days (excluding those in possession of a previously approved permit – See Section 24) is automatically considered abandoned and any future use of the site must conform to then-current regulations. In practice, staff has found that it is not uncommon for businesses to be inactive for a period greater than that due to difficulties in securing tenants. In some cases, buildings are specialized to a certain use (such as auto repair) and are not easily converted to other conforming uses without significant cost. This Section would allow the Zoning Administrator to extend the time from 180 days to 24 months before a nonconforming use is considered abandoned, provided that the Zoning Administrator can make certain findings.

SECTION 28

This change would clarify that the process for amending a Specific Plan would be identical to the process for amending the General Plan or the Zoning Ordinance.

SECTION 29

This change would treat Architectural Reviews the same as other permits with regards to which persons are allowed to file an appeal. It also removes references to Minor Variances (see Section 20).

SECTION 30

This change would alter the definition of Discretionary Land Use Approval to remove the term Minor Variance (see Section 20) and administrative permits (which are by definition not discretionary). This change is primarily a consistency change, as the term Discretionary Land Use Approval does not appear elsewhere in the Zoning Ordinance.

SECTION 31

Currently, a medical office with “four or more” licensed practitioners is considered under the use “Medical Services – Clinic, Urgent Care.” However, the “Medical Services – Doctor Office” allows for “up to four” licensed practitioners. This makes it unclear under which use a practice with four practitioners would fall. This change would make it clear that an Urgent Care office includes five or more practitioners, while a Doctors Office would continue to include up to four.

SECTION 32

Owners and tenants of nonconforming structures (see discussion in Section 25) are allowed to perform “Ordinary Maintenance and Repair.” However, the definition of Ordinary Maintenance and Repair currently states that anything that requires a Building Permit does not qualify as Ordinary Maintenance and Repair. However, there are many items that would normally be considered repair and maintenance, such as water heater replacement, plumbing/electrical work, reroofing, etc that require a Building Permit. This puts owners and businesses in the uncomfortable position of either performing the work without obtaining Building Permits or allowing the property to deteriorate. Staff recommends adjusting the definition of Ordinary Maintenance and Repair so as not to prohibit maintenance work simply because it requires a Building Permit. The Section would also provide that aesthetic updates may be performed on the property, in order to encourage property owners to continue to invest in and utilize their properties, which would minimize blight.

SECTION 33

This change would simply remove Minor Variance from the list of Planning Permits and acknowledge that not all Planning Permits are explicitly mentioned within this definition.