



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, May 2, 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 MAY 4 THROUGH MAY 19

7. PRESENTATIONS

A. RECEIVE A PRESENTATION FROM CALIFORNIA STATE UNIVERSITY MONTEREY BAY FOR A POTENTIAL PARTNERSHIP FOR STUDENT SCHOLARSHIP AND INTERNSHIP PROGRAM (DIANE WILSON, SENIOR DIRECTOR OF DEVELOPMENT & JAMES HUSSAR, PHD, ACTING DEAN, ASSOCIATE DEAN COLLEGE OF ARTS, HUMANITIES, & SOCIAL SCIENCES)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM APRIL 18, 2024

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE A FEE WAIVER FROM SARANGSAM PRISON MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MUSIC FESTIVAL ON OCTOBER 26, 2024

RECOMMENDATION: Approve the fee waiver request from the Sarangsam Prison Ministry for the use of Laguna Grande Hall and kitchen to hold their Music Festival in the amount of \$1,784.85.

C. APPROVE PROCLAMATION RECOGNIZING MAY 2024, AS NATIONAL WATER SAFETY MONTH

RECOMMENDATION: Approve a proclamation recognizing May 2024, as National Water Safety Month in the City of Seaside.

D. APPROVE PROCLAMATION RECOGNIZING MAY 5-11, 2024, AS PROFESSIONAL MUNICIPAL CLERK'S WEEK

RECOMMENDATION: Approve a proclamation recognizing May 5-11, 2024, as Professional Municipal Clerks Week in the City of Seaside.

E. ADOPT RESOLUTION AUTHORIZING CITY MANAGER PURCHASE OF 10 YEAR POLLUTION AND LEGAL LIABILITY INSURANCE FOR FORMER FORT ORD PROPERTY AT A COVERAGE LEVEL OF \$4,000,000 AT COST OF \$210,572.16 OF WHICH THE ARMY WILL REIMBURSE SEASIDE \$117,000 RESULTING IN FINAL SEASIDE OUTLAY OF \$93,572.16

RECOMMENDATION: Adopt a resolution authorizing the City Manager to purchase a ten-year pollution and legal liability (PLL) insurance coverage level of \$4 million dollars; and authorizing the City Finance Director to make necessary accounting and budgetary entries.

F. ADOPT A RESOLUTION EXTENDING 180.6 ACRE FEET ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER YEAR FOR THE KB BAKEWELL SEASIDE VENTURE II RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA

RECOMMENDATION: Adopt a resolution extending the water allocation to the Campus Town Phase I project.

G. ADOPT A RESOLUTION AMENDING THE CAPITAL PROGRAM TO INCLUDE THE COURTHOUSE PROJECT, APPROPRIATING A BUDGET OF \$1,150,000.00 TO THE PROJECT FROM THE GENERAL FUND, AND AUTHORIZING A COST REIMBURSEMENT AGREEMENT WITH MARINA COMMUNITY PARTNERS, LLC FOR CONSTRUCTION OF IMPROVEMENTS ALONG DIVARTY STREET AND IMPROVEMENTS FOR THE COURTHOUSE PROJECT

RECOMMENDATION: Adopt a resolution amending the capital program to include the Courthouse Project, appropriating a budget of \$1,150,000.00 to the project from the General Fund, and authorizing a cost reimbursement agreement with Marina Community Partners, LLC (MCP) for construction of improvements along Divarty Street and improvements for the Courthouse Project.

H. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER TO PROVIDE STAFF SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$30,000.00

RECOMMENDATION: Adopt a resolution authorizing an amendment to the professional services agreement with Schaaf & Wheeler to provide staff support services for an amount not to exceed \$30,000.00.

- I. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE CIVIL ENGINEERING SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$30,000.00**

RECOMMENDATION: Adopt a resolution authorizing an amendment to the professional services agreement with Kimley-Horn to provide civil engineering support services for an amount not to exceed \$30,000.00.

- J. ADOPT A RESOLUTION AUTHORIZING THE ASSISTANT FINANCE DIRECTOR AND ACTING FINANCE DIRECTOR JESSICA RILEY TO ESTABLISH, MAINTAIN AND CONTROL THE CITY'S BANK ACCOUNTS**

RECOMMENDATION: Adopt a resolution authorizing the Assistant Finance Director to control the City's BMO Bank, N.A. accounts and/or accounts with any other financial institution or bank necessary to conduct the City's business.

- K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE UNIVERSITY CORPORATION AT MONTEREY BAY FOR A DONATION TO CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB) FOR THE ESTABLISHMENT OF THE CITY OF SEASIDE SCHOLARSHIP & INTERNSHIP FUND**

RECOMMENDATION: Adopt a resolution approving the agreement with CSUMB for a student scholarship and internship fund.

- L. NOTICE OF REJECTION OF CLAIM OF SEASIDE HIGHLANDS HOMEOWNERS ASSOCIATION**

RECOMMENDATION: Take action to formally reject the claim and direct sending appropriate notice of rejection to claimant.

9. BUSINESS ITEMS

- A. CONSIDER PLACING A QUESTION ON NOVEMBER 5, 2024, BALLOT REGARDING THE TERM LENGTH OF THE POSITION OF MAYOR TO 4 YEARS EFFECTIVE FOR THE 2026 GENERAL ELECTION**

RECOMMENDATION: Consider the draft question and approve placing the question on the November 5, 2024, general election ballot.

- B. APPROVE THE PLACEMENT OF A SINGLE-SIDED ELECTRONIC MESSAGE CENTER ON HILBY AVE IN FRONT OF OLDEMAYER CENTER FACING WEST FOR EASTBOUND TRAFFIC**

RECOMMENDATION: Approve the placement of a single-sided electronic message center on Hilby Ave in front of Oldemeyer Center facing west for eastbound traffic.

- C. ANNUAL REPORT OF THE ORDINANCE REGARDING THE POLICE DEPARTMENT'S ACQUISITION AND USE OF MILITARY EQUIPMENT IN**

ACCORDANCE WITH STATE LAW (AB 481); AND APPROVE THE MILITARY USE POLICY

RECOMMENDATION: Receive the annual report and approve the use of the existing equipment.

D. CONSIDER THE DRAFT REMOTE MEETING PARTICIPATION POLICY FOR THE USE OF ZOOM FOR PUBLIC COMMENTS

RECOMMENDATION: Consider the draft policy and provide direction to staff to implement any changes or edits, and a resolution for adoption at the next regular meeting.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Consider adopting an ordinance to establish a legislative recess for the month of July. (Miller)

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

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

12. CLOSED SESSION

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

A. CONFERENCE WITH 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: Arzadon, et al. v. City of Seaside, et al.
Case Number: Case # 20CV003118

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 (D)(2)

Potential Litigation (2 Matters)

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 16, 2024
5:00 PM

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

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

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



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, April 18, 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

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

4. REVIEW OF AGENDA

Add Item 8F - ADOPT A RESOLUTION AUTHORIZING AMENDMENT #5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES EXTENDING THE TERM DATE AND MODIFYING THE SCOPE OF SERVICES (THIS ADDITION TO THE AGENDA OCCURED AFTER THE 72 HOUR POSTING DEADLINE, A 2/3 MAJORITY VOTE IS REQUIRED TO ADD THIS ITEM TO THE AGENDA)

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to add item 8F to the agenda.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

5. PUBLIC COMMENT

Bobby Maxwell, Dianne Nielson, Karla Lobo, Ray Riordan, Joe Cubbage, Walter Jorge, Ann Marie Pagan

6. PUBLIC AGENCY COMMUNICATIONS

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS

**AND COMMUNITY ANNOUNCEMENTS COVERING EVENTS BETWEEN
APRIL 18 THROUGH MAY 5**

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

- Older Adults Spring Fling Sock Hop, April 18 at 11am, Oldemeyer Center
- CA Fire Women & MPC – Girls firefighter camp on Saturday, April 20 from 7-5pm in Seaside
- Citywide Clean Up, April 27 from 8:30am-noon, dumpsters located at Highland Otis Park, Mal's Market, Ord Terrace School, Pachetti Dog Park, San Lucas & Broadway.
- Sustainable Seaside, the City, and community partners, celebrate Seaside's 13th Annual Earth Day Event! Sunday, April 21st, from 1pm-4, City Hall Lawn.
- Check out whatgoeswhere.info to learn more about what can go in your blue and green carts
- The Friends of Seaside Parks Association is hosting a number of park clean ups in the month of April. On the 20th, there will be a cleanup, as well as an Earth Day Celebration, at Beta Park. On the 27th, they will be at both Highland-Otis park, and Martin park. All clean-ups take place from 10am-Noon. Now is your chance to help the wonderful volunteers from FOSPA with their mission to beautify and maintain our parks!
- The Seaside Engineering and Public Works Department invites you to the Ribbon Cutting Event for Cutino Park on Saturday, April 20th, at 9:30am. Come see the amazing transformation of another beloved Seaside park. There will be food, snacks, and refreshments, as well as the opportunity to meet the people responsible for breathing new life into Cutino park. Can't wait to see you there!
- On Tuesday, April 23rd, at 5:00pm, there will be a Special Traffic Advisory Committee Meeting at City Hall to discuss the San Pablo Avenue Traffic Calming Project. This meeting is open to the public, and it will act as a chance for residents to learn about how community feedback will be integrated into preliminary traffic calming plans for San Pablo Avenue between General Jim Moore and Mescal Street. For more information, and to view the preliminary plans, check the News Flash section on the City of Seaside Home Page
- Mark your calendars for Saturday, April 27th, from 8:30am to Noon, because the City of Seaside Neighborhood Improvement Commission is sponsoring a citywide clean up in your neighborhood! There will be multiple dumpster locations throughout the city; including Highland Otis Park, Mal's Market Parking Lot, Ord Terrace School, Pachetti Dog Park, and at San Lucas Street & Broadway Avenue. This event is for Seaside residents only.
- Monterey County Works is hosting a job fair for teens and young adults at Northridge Mall in Salinas on Wednesday, May 8th. This event is a partnership with Salinas Union High School District, Mission Trail Regional Occupational Programs, and the Northridge Mall. From 11am – 2:30, the focus will be helping 16 year old jobseekers and employers come together, face to face, to discuss opportunities throughout the county. From 4-6pm, all young adults are invited to join the job fair, but, space is limited. Those interested in registering for this event, including employers, can call 831-796-3341 for more information.

7. PRESENTATIONS

A. RECOGNITION OF DAVE FORTUNE FOR HIS DEDICATED SERVICE AS SUPERINTENDENT OF THE MAINTENANCE AND UTILITIES DIVISION OF THE PUBLIC WORKS DEPARTMENT (PUBLIC WORKS DIRECTOR/ CITY ENGINEER NISHA PATEL)

Ms. Patel provided a presentation and expressed gratitude for Mr. Fortune's years of service. Mayor Oglesby read and presented a proclamation.

B. SB 1383 PROGRESS UPDATE PRESENTATION BY GREENWASTE RECOVERY (SAMANTHA TUTTLE, GREENWASTE ENVIRONMENTAL OUTREACH COORDINATOR)

Ms. Tuttle provided a progress update for the organic waste diversion participation, successes, challenges, exemplary businesses that included Tacos California Grill, The Butter House, Jose's Mexican Restaurant, and Other Brother Beer.

C. RECEIVE PRESENTATION OF CUTINO PARK MURAL FINAL SELECTION (ASSISTANT ENGINEER, LESLIE LLANTERO)

Ms. Llantero provided a presentation and reviewed the Cutino Park Mural final selection which was designed by La Neta Murals.

8. CONSENT AGENDA

PUBLIC COMMENT: None

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

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

A. APPROVE MINUTES FROM MARCH 21 AND APRIL 4, 2024

ACTION: APPROVED

B. APPROVE A PROCLAMATION RECOGNIZING APRIL 21-27, 2024, AS NATIONAL CRIME VICTIMS' RIGHTS WEEK

ACTION: APPROVED

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

ACTION: APPROVED

- D. APPROVE A FEE WAIVER FROM THE VILLAGE PROJECT INC FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY CELEBRATION OF EXCELLENCE EVENT ON MAY 17, 2024**

ACTION: APPROVED

- E. ADOPT A RESOLUTION APPROVING A \$40,000.00 BUDGET AMENDMENT FROM THE PAVEMENT MANAGEMENT PROJECT TO THE BROADWAY AVENUE CORRIDOR IMPROVEMENTS PROJECT AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR DESIGN PLAN REVIEW SERVICES FOR THE BROADWAY AVENUE COMPLETE STREETS CORRIDOR IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$32,280.00**

ACTION: ADOPTED RESO

- F. ADOPT A RESOLUTION AUTHORIZING AMENDMENT #5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES EXTENDING THE TERM DATE AND MODIFYING THE SCOPE OF SERVICES *(THIS ADDITION TO THE AGENDA OCCURED AFTER THE 72 HOUR POSTING DEADLINE, A 2/3 MAJORITY VOTE IS REQUIRED TO ADD THIS ITEM TO THE AGENDA)***

ACTION: ADOPTED RESO

9. BUSINESS ITEMS

- A. 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**

Interim Finance Director Jessica Riley provided the presentation reviewing the general fund budget recap for the operating and capital funds for FY24, the quarter 2 general fund revenues, expenditures, fund personnel, the net results and budget outlook.

PUBLIC COMMENT: Dianne Nielson, Darryl Choates, Karla Lobo, Lynda Cunningham, Bobby Maxwell, Tom, Joe Cubbage, JD

On motion by Council/Agency Member Miller and second by Mayor Pro Tem Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution accepting the annual mid-year financial report and proposed changes to the budget for FY 23/24, in addition to designate 25% to capital improvement, \$10,000 to Mescal-Neil for a bar-b-que pit and a picnic table at Pacchetti Dog Park.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

B. CONSIDER A BALLOT QUESTION AND MEASURE REGARDING THE PROHIBITION OF SAFE AND SANE FIREWORKS, AND ADOPT A RESOLUTION FOR THE HOLDING OF A CONSOLIDATED GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024

City Clerk Dominique Davis provided a presentation reviewing the proposed questions for the ballot question and responded to questions from the Council.

PUBLIC COMMENT: Karla Lobo, Lynda Cunningham, Ann Marie Pagan, Edgar Oggario, Bobby Maxwell, No name

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution and approve the ballot question (option #6) to be decided by voters at the November 5, 2024 general election:

SEASIDE SAFE AND SANE FIREWORKS BAN

Shall Ordinance ____, an ordinance of the City Council of the City of Seaside, repealing and replacing Chapter 8.32 of the Seaside Municipal Code to prohibit the sale, purchase, possession, storage and use of all fireworks, including safe and sane fireworks, be adopted?

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

C. RECEIVE A PRESENTATION AND CONSIDER ADOPTING A RESOLUTION APPROVING THE CITY OF SEASIDE PARKS AND RECREATION MASTER PLAN

Recreation Director Dan Meewis introduced Steve Doo, Conservation Technix whom provided presentation to review the community engagement key findings, levels of service mapping and metrics, plan structure, goals and key project recommendations.

PUBLIC COMMENT: Lacey Raak, Rachel Christophersen, Bobby Maxwell, Dianne Nielson, Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to continue the item to a future meeting after more feedback to be gathered by staff and consultant.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: CONTINUED

D. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MONTEREY SIGNS AND BEAR ELECTRICAL SOLUTIONS FOR A DOWNTOWN SEASIDE SIGN AND LIGHTING FOR A TOTAL AMOUNT NOT TO EXCEED \$17,000.00

Economic Development Director Jose Bazua provided a presentation that reviewed the proposed sign design, location rendering and an update on the status of the Cypress Tree.

PUBLIC COMMENT: Lynda Cunningham

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the agreements with Monterey Signs and Bear Electrical for a downtown Seaside sign.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Consider and discuss placing a question on the November 5, 2024, ballot changing the term length of the position of mayor from 2 years to 4 years that would be effective for the 2026 election (Pacheco)

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.

PUBLIC COMMENT: None

A. 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

No report.

B. 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

No report.

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

Monterey County Superior Court

Case Name: Arzadon, et al. v. City of Seaside, et al.

Case Number: Case # 20CV003118

No report.

D. 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

No report.

E. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (d)(2)

Potential Litigation (2 Matters)

No report.

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

Title: City Manager

The City Council took action to place the City Manager on administrative leave effectively immediately, and appointed Police Chief Nick Borges as Acting City Manager during that time.

13. ADJOURNMENT

With no further business, the meeting adjourned at 12:00 a.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: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 2, 2024

**SUBJECT: APPROVE A FEE WAIVER FROM SARANGSAM PRISON
MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND
KITCHEN FOR THEIR MUSIC FESTIVAL ON OCTOBER 26, 2024**

RECOMMENDATION

Approve the fee waiver request from the Sarangsam Prison Ministry for the use of Laguna Grande Hall and kitchen to hold their Music Festival in the amount of \$1,784.85.

BACKGROUND

The Sarangsam Prison Ministry is a non-profit religious organization, and they are requesting a fee waiver to help cover the costs associated with their Music Festival on Saturday, October 26, 2024, from 11:00 p.m. to 9:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. Their event will be for all ages and is open to the public. They will have classical music with string ensemble, jazz, opera and folk music. The performers are from young students to elderly singers. This event is free and open to the public.

The Sarangsam Prison Ministry Korean band have been performing free of charge at some of the City of Seaside Recreation annual events since 2017. They have become staples for entertainment at the annual Mother's Day Luncheon and the Holiday Luncheon, and this year they are slated to play at the City's International Day celebration. Given their ongoing support to the recreation department, staff recommend that the fees be waived for the rental cost of the facility for their Music Festival.

The approval of this request from Sarangsam Prison Ministry will support the City

Council Strategic priorities of:

- Diverse and Inclusive Community

FISCAL IMPACT

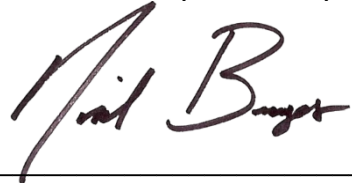
The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee	10 Hours @ \$154.00	\$1,540.00
Insurance		\$ 122.00
<u>Deposit Non-Refundable Portion</u>		<u>\$ 122.85</u>
TOTAL		\$1,784.85

ATTACHMENTS

1. Sarangsam Prison Ministry - Fee Waiver 2024
2. Sarangsam Prison Ministry - 501(c)(3)

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Sarangsam Prison Ministry
Name of Applicant: Sang K Jan
Address: P.O. Box 1054 City: Monterey State: 93942
Phone: 831.277.8627 Email: Sang@yewonderfullab.com

EVENT INFORMATION:

Event Title: 6th Annual Music Festival
Event Description: public awareness for incarcerated inmates through Music
Event Date: 10/26/2024 Room(s) Requested: Laguna Grand
Time (including set-up): 12:00PM - 8:30PM Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Help with the cost of the event

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 10/7/2023 ☐ No

What is your organization's tax identification number? 84-2739292

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

Is your organization based in Seaside? ☐ Yes ☒ No

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

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

Applicant Signature: Sang K Jan

Date: 4/1/2024

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande Combo

Organization: Sorangsam Prison Ministry

Name of Applicant: Sang K Jun

Address: P.O. Box 1054

City: Monterey

Zip: 93942

Phone: 831-277-8627

Email: Sang@yewordentallab.com

Day of Event Contact Name and Phone: Sang Jun 831-277-8627

☐ Resident

☒ Non-Resident

EVENT INFORMATION:

Event Title: 6th Annual Music Festival

**Please attach invitation or flyer if available.*

Event Date: 10/26/2024

Approximate Number of Guests: 150

Reservation Time: 12:00 PM 8:30 PM

Event Time: 05:00 PM 8:30 PM

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

Special Instructions: _____

Request to use the City's:

☐ Podium

☐ Microphone

☐ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

Is the event open to the public?

Yes ☒

No ☐

Will admission be charged?

☐

No ☒

Are you a non-profit organization?

☒

☐

Will there be music?

☒

☐

Will there be live music and/or DJ?

☒

☐

Name of band or DJ: _____

Will refreshments be served?

Yes ☒

No ☐

Will refreshments be sold?

☐

No ☒

Will you be using the kitchen?

☒

☐

Will alcohol be served?

☐

No ☒

Will alcohol be sold?

☐

☒

**Alcohol is prohibited at youth oriented events*

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

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

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

Applicant Signature: Sang K Jun

Date: 4/1/2024

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

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

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

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

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

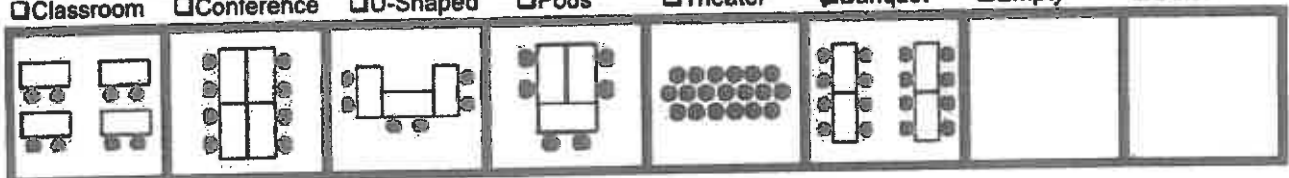
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





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



**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
 - ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
 - ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
 - ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
 - ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
 - ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
 - ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
 - ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
 - ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
 - ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:
- | | |
|-------------------------------|---|
| 45 days in advance | Full refund, less a \$7 surcharge |
| 30-45 days in advance | Full refund, less the non-refundable part of security deposit |
| Less than 30 days in advance | Full refund, less the entire security deposit |
| Less than 48 hours in advance | No refund |
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
 - ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
 - ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

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

Initials: _____

Tax ID # 84-2739292



Secretary of State
Articles of Incorporation of a
Nonprofit Religious Corporation

ARTS-RE

4308087

FILED *ew*
Secretary of State
State of California
AUG 15 2019 *JAT*

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to <https://www.ftb.ca.gov>.

ncc

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is SARANGSAM

2. Business Addresses (Enter the complete business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923
b. Initial Mailing Address of Corporation, if different than item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Sang	K.	Jun	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923

CORPORATION - Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b

4. Purpose Statement

This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.

5. Additional Statements (The following statements are for tax-exempt status in California. See Instructions and Filing Tips.)

- a. The specific purpose of this corporation is to share the Gospel of Jesus Christ through praising activities
- b. This corporation is organized and operated exclusively for religious purposes within the meaning of Internal Revenue Code section 501(c)(3).
- c. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- d. The property of this corporation is irrevocably dedicated to the purposes in Article 4 hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- e. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

6. Read and Sign Below (This form must be signed by each incorporator. See Instructions. Do not include a title.)

Sang K. Jun
Signature

Sang K. Jun

Type or Print Name

ARTS-RE (REV 06/2019)

2019 California Secretary of State
bizfile.sos.ca.gov



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 29 2021

Shirley N. Weber

SHIRLEY N. WEBER, Ph.D., Secretary of State
Packet Page 24



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 2, 2024

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2024, AS
NATIONAL WATER SAFETY MONTH**

RECOMMENDATION

Approve a proclamation recognizing May 2024, as National Water Safety Month in the City of Seaside.

BACKGROUND

The American Red Cross, The National Recreation and Park Association, The California Park and Recreation Society, and the Association of Pool and Spa Professionals have combined efforts to educate Americans to be more "Water Aware" during National Water Safety Month.

Approving this proclamation is in support of the City Council's Strategic Priorities of:

- Diverse and Inclusive Community
- Community Safety & Quality of Life

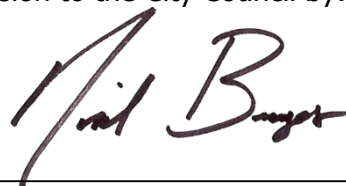
FISCAL IMPACT

There is no fiscal impact associated with this proclamation.

ATTACHMENTS

1. Proclamation Water Safety Month
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", written in a cursive style.

Nicholas Borges, Acting City Manager

City of Seaside PROCLAMATION



Water Safety Month May 2024

WHEREAS, *The American Red Cross, The National Recreation and Park Association, The California Park and Recreation Society and the Association of Pool and Spa Professionals have combined efforts to educate Americans to be more "Water Aware" during National Water Safety Month; and*

WHEREAS, *The City of Seaside offers swim lessons and lifeguarding classes and programs to people of all ages; and*

WHEREAS, *promoting water safety and providing education on preventing recreational water-related injuries, illnesses and deaths is paramount to our community especially during the summer months; and*

WHEREAS, *citizens of the City of Seaside recognize the vital role that safe swimming and aquatic-related activities play in good physical and mental health which enhance the quality of life for all people; and*

WHEREAS, *The City of Seaside is extremely proud of the swimming facilities and aquatic programs of this community located at The Pattullo Swim Center; and*

WHEREAS, *The City of Seaside's swimming facilities and programs provide a safe and healthy place to recreate, a place to learn and grow, to swim, to build self-esteem, confidence and a sense of self-worth which contributes to the quality of life in our community.*

NOW, THEREFORE BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council do hereby declares **May 2024 as Water Safety Month** and urges all our citizens in Seaside to support and promote this observance.*

*Ian N. Oglesby, Mayor
May 2, 2024*



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: May 2, 2024

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 5-11, 2024, AS
PROFESSIONAL MUNICIPAL CLERK'S WEEK**

RECOMMENDATION

Approve a proclamation recognizing May 5-11, 2024, as Professional Municipal Clerks Week in the City of Seaside.

BACKGROUND

The Office of the Professional Municipal Clerk is the oldest among public servants. The Office of the Professional Municipal Clerk provides a link between the City of Seaside and its citizens, local governing bodies and agencies of government at many levels. Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Professional Municipal Clerks Week 2024
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager

City of Seaside PROCLAMATION



55th Annual Professional Municipal Clerks Week Commemorative Observance

WHEREAS, *The Office of the Professional Municipal Clerk, a time honored and vital part of the City of Seaside, exists throughout the world; and*

WHEREAS, *The Office of the Professional Municipal Clerk is the oldest among public servants; and*

WHEREAS, *The Office of the Professional Municipal Clerk provides the professional link between the City of Seaside and its citizens, local governing bodies and agencies of government at other levels; and*

WHEREAS, *Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

WHEREAS, *The Professional Municipal Clerk serves as the information center on functions of the City of Seaside and community; and*

WHEREAS, *Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and*

WHEREAS, *it is most appropriate that we recognize the many accomplishments of the City of Seaside's Office of the Professional Municipal Clerk.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend deep appreciation to our own outstanding Professional Municipal Clerk, Mrs. Dominique Davis, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Ian N. Oglesby, Mayor
May 2, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Jose Bazua, Economic Development Director

DATE: May 2, 2024

**SUBJECT: ADOPT RESOLUTION AUTHORIZING CITY MANAGER
PURCHASE OF 10 YEAR POLLUTION AND LEGAL LIABILITY
INSURANCE FOR FORMER FORT ORD PROPERTY AT A
COVERAGE LEVEL OF \$4,000,000 AT COST OF \$210,572.16 OF
WHICH THE ARMY WILL REIMBURSE SEASIDE \$117,000
RESULTING IN FINAL SEASIDE OUTLAY OF \$93,572.16**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to purchase a ten-year pollution and legal liability (PLL) insurance coverage level of \$4 million dollars; and authorizing the City Finance Director to make necessary accounting and budgetary entries.

BACKGROUND

Following the closure of the former Fort Ord military base in 1994, the Army began the remediation process of certain portions of its properties to address concerns of residual environmental contamination and the presence of munitions and explosives of concern. The Army maintains responsibility for the remediation and cleanup of its properties both prior to and after transferring them to the underlying land use jurisdictions.

Although remedial action has been completed, potential legal liability risks remain that are not covered by typical municipal insurance policies. To insulate against these risks, the Fort Ord Reuse Authority (FORA) purchased Pollution and Legal Liability Insurance (PLL Insurance) as protection against the insurable risks of holding or accepting potentially contaminated property, including property believed to have been fully remediated at the time of acquisition but later discovered to remain impacted by environmental contamination. Initially, FORA purchased 10-year \$100 million PLL insurance in 2004.

In 2014, upon expiration of the previous, \$100 million policy, another 10 year PLL insurance policy worth \$50 million was purchased by both FORA and the various land use jurisdictions; the City of Seaside purchased a \$5 million dollar share of said policy. This policy is set to expire in December 2024. In the 20 years that FORA has had PLL Insurance, no claims have ever been filed.

The City of Seaside completed negotiations with a reputable insurance company to obtain 10-year PLL coverage after the existing Chubb policy expires in 2024. Additionally, Seaside worked with other jurisdictions and agencies for a commitment to purchase this policy since acquiring said insurance in the aggregate would be cheaper than doing so individually.

As the successor in interest to FORA and under the Environmental Services Cooperative Agreement (ESCA), the City of Seaside has a requirement to carry PLL insurance coverage, at minimum, for land parcels identified under the ESCA. As such, the Army will provide \$117,000 for the purchase of a new policy to assist in securing continued coverage.

ANALYSIS

The staff is recommending that the City purchase a \$4 million share of a 10-year \$15 million PLL Insurance policy to provide continued risk coverage after the current policy lapses. This policy will cover catastrophic incidents not typically covered under general liability policies for clean-up costs, personal injury, property damage and defense costs from the hazardous exposure or discovery of munitions and explosives of concern, and is comparable to the policy currently in place.

The cost of a \$4 million share of this coverage is \$210,572.16. The policy has a self-insured retention (SIR) of \$250,000. The policy will be effective from January 2025 to January 2035. The policy does not cover removal or contamination due to asbestos or lead.

The City of Seaside, which has been serving as the Environmental Services Cooperative Agreement agent since the termination of FORA, has coordinated the purchase of the new PLL insurance policy.

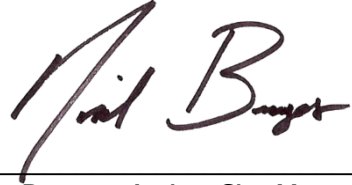
FISCAL IMPACT

The cost to purchase \$4 million dollars of coverage is \$210,572.16 and would come from the general fund balance. The Army will reimburse Seaside for \$117,000 of the coverage through the ESCA grant process for a final cost of \$93,000 for Seaside's non-ESCA portion of the policy.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "Nick Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO PURCHASE POLLUTION AND LEGAL LIABILITY INSURANCE COVERAGE FOR THE FORMER FORT ORD AREA AT A COVERAGE LEVEL OF \$4 MILLION DOLLARS AT A COST OF \$210,572.16 OF WHICH THE ARMY WILL REIMBURSE SEASIDE \$117,000 RESULTING IN FINAL SEASIDE OUTLAY OF \$93,572.16

WHEREAS, In 2014, Seaside purchased Pollution and Legal Liability (PLL) insurance at a coverage level of \$5 million dollars,

WHEREAS, this coverage expires December 2024, and,

WHEREAS, the City of Seaside completed negotiations with a reputable insurance company to obtain \$ 15 million dollars of PLL coverage after the existing PLL policy expires in 2024,

WHEREAS, the City of Seaside worked with other jurisdictions and agencies for a commitment to purchase this policy since acquiring said insurance in the aggregate would be cheaper than doing so individually,

WHEREAS, PLL insurance coverage is bound for a coverage period of ten years at a cost of \$52,643.04 for each million dollars of coverage for this \$15 million policy, and,

WHEREAS, the City of Seaside will purchase a total of \$4 million in coverage at a cost of \$210,572.16,

WHEREAS, the Army's Environmental Services Cooperative Agreement (ESCA) requires this insurance for the ESCA parcels along with a commitment for an Army contribution of \$117,000 to fund a portion of this coverage, and

WHEREAS, the City of Seaside has determined that it will be beneficial to purchase this insurance coverage,

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute such documents (1) authorizing the City Manager to purchase Pollution and Legal Liability coverage level of \$4 million dollars and (2) authorize the Finance Director to make necessary accounting and budgetary entries as finally approved by the City Attorney.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the ____ day of ____
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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Sheri L. Damon, City Attorney

DATE: May 2, 2024

SUBJECT: **ADOPT A RESOLUTION EXTENDING 180.6 ACRE FEET
ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER
YEAR FOR THE KB BAKEWELL SEASIDE VENTURE II
RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED
WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA**

RECOMMENDATION

Adopt a resolution extending the water allocation to the Campus Town Phase I project.

BACKGROUND

On June 17, 2021, the City Council confirmed the allocation of 180.6 AFY available water supply to the Campus Town project and adopted Resolution 21-51. Resolution 21-51 provides that the water allocation is good for a year, but may be recalled or re-assigned by the City Council if the project does not start within a one-year time period. It is not a mandatory recall, but is a provision that provided flexibility to allow the City to manage its scarce water resources to provide water to those projects that are ready to proceed. Due to circumstances outside the control of the KB Bakewell Seaside II, the project has not yet been able to start and won't be able to start prior to June 18, 2021.

On May 5, 2022, the City Council adopted Resolution 22-56 extending such allocation. On July 7, 2022, Resolution 22-56 was rescinded and Resolution 22-87 was adopted. However, MCWD and KBB Seaside Venture II have requested an extension in order to harmonize with the construction of infrastructure required for the Campus Town project. Marina Coast Water District and KB Bakewell Seaside II have requested that the June 18, 2023 non-revocable period be extended through June 2024, due to delays in starting the Campus Town project.

On April 20, 2023, the City council adopted Resolution 23-72 extending such allocation. Marina coast water district and KB Bakewell Seaside II have requested that the June 18,

2024 non-revocable period be extended for another year through June 2025, due to delays in starting the Campus Town project, which is now currently estimated to begin grading in fall 2024.

FISCAL IMPACT

FISCAL: Neutral to Beneficial as Campus Town develops.

STRATEGIC PLAN: In to support economic development.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Sheri L. Damon, City Attorney

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

EXTENDING 180.6 ACRE FEET ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER YEAR FOR THE KB BAKEWELL SEASIDE VENTURE II RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA

WHEREAS, the City of Seaside has entered into a Purchase and Sale Agreement with KB Bakewell Seaside Venture II, LLC to purchase the property within the Campus Town Specific Planning Area and a pre-requisite to closing is the allocation of water to move the project forward; and

WHEREAS, on March 5, 2020, the City adopted Resolution 20-05 certifying an Environmental Impact Report, including a water supply assessment that outlines the projected water demand for the entire Campus Town Specific Planning area to be 441.6 acre feet per year (AFY), existing available potable water allocation of 180.6 AFY, imposed mitigation measures to address the water supply issue and identified a long term water supply projects to meet the projected water demand; and

WHEREAS, as discussed in the Final EIR Water Master Response, Monterey County Water Resources Agency Agreement No. A-06404, allows the District (successor to the United States) to withdraw up to 6,600 AFY of potable water from the Salinas Valley Groundwater Basin for use in the District's Ord Community service area (also known as the FORA Allocation). Seaside obtained 1,012.5 AFY of the FORA Allocation, of which it has previously sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY of potable water unallocated (Draft EIR page 4.16.-21; Draft EIR Appendix MI Table 5- 2, Final EIR Section 4, Responses 9.11 and 9.19); and

WHEREAS, MCWD has signed agreements with Monterey One Water such that MI W will provide MCWD with 600 AFY of advanced treatment water in Phase 1 of that Project, of which 453 AFY of which has been allocated to the City of Seaside (Water Supply Assessment p. 17 and Table 5-1 [Draft EIR Appendix M]);

WHEREAS, the water utility district, Marina Coast Water District (MCWD), reviewed and confirmed the projections contained within the Water Supply Assessment (WSA) for the entire Campus Town Specific Planning area; and

WHEREAS, the City has begun to implement the water offset projects outlined in the WSA and Mitigation Measure UTIL-1 and has obtained a Court judgment approving the Black Horse Bayonet In Lieu program which could supply

up to 450 AFY from reclaimed water (See Final EIR, Water Master Response page 2-7); and

WHEREAS, in August 2022, the City began implementation of the Black Horse Bayonet In Lieu program by paying the \$7.5 million dollar capacity fee to MCWD and began taking delivery of advance treated water to irrigate the Blackhorse and Bayonet Golf Course; and

WHEREAS, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed or recycled water when the project is ready to take the water and that water is available. The entire Campus Town Specific Planning area is estimated to demand 45.83 acre feet of recycle water per year. The allocations made herein are subject to full or partial reallocation and recall if the project does not proceed, evidenced by issuance of a grading permit, within a one year period or if the final water usage, as evidenced by June 18, 2030 or upon early termination of the Development Agreement or completion of the project is less than the allocated amount, as evidenced by the payment of capacity fees to Marina Coast Water District; and

WHEREAS, the City identified Fort Ord water allocation in the approval documents of 180.6 AFY for the Campus Town project. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord Lands; and

WHEREAS, MCWD currently has sufficient water supply to meet the projected water demands associated with the proposed project and will be entering into a water infrastructure and service agreement with the Developer requiring both the construction of new infrastructure and the payment of water and sewer service fees; and

WHEREAS, the City Council of the City of Seaside passed and adopted Resolution 21-51 and Resolution 22-87 allocating 180.6 AFY of water and 45.83 recycled water per year for the KB Bakewell Residential and commercial development located within the Campus Town specific planning area for a non-revocable period of one year through June 18, 2023; and

WHEREAS, the City Council of the City of Seaside passed and adopted Resolution 23-72 and Resolution 22-87 allocating 180.6 AFY of water and 45.83 recycled water per year for the KB Bakewell Residential and commercial development

located within the Campus Town specific planning area for a non-revocable period of one year through June 18, 2024; and

WHEREAS, Marina Coast Water District and KB Bakewell Seaside II have requested that the June 18, 2024 non-revocable period be extended for another year, due to delays in starting the Campus Town project which is now currently estimated to begin grading in Fall 2024; and

WHEREAS, that the Campus Town project was approved on March 5, 2020, its impacts were analyzed in the Campus Town EIR, and that this resolution is an additional implementing action consistent with CEQA Guidelines Section 15378(c). The City further finds that there has been no change to the project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis under CEQA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby grants an extension of the construction start period in order to provide more certainty for the residential and business reuse of the property known as the Campus Town within the Campus Town Specific Plan area. The City Council may recall any or all of the allocation that is not utilized for the proposed residential reuse should the project not begin by June 18, 2025 (as evidenced by the issuance of a grading permit). The City may recall and re-allocate potable water allocated herein, as evidenced by payment or lack of payment to Marina Coast Water District for capacity, upon the earlier of June 18, 2030, the termination of the Development Agreement with KB Bakewell Seaside Venture II, LLC, or the completion of the Project by KBB Seaside Venture II, LLC.

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

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: May 2, 2024

SUBJECT: ADOPT A RESOLUTION AMENDING THE CAPITAL PROGRAM TO INCLUDE THE COURTHOUSE PROJECT, APPROPRIATING A BUDGET OF \$1,150,000.00 TO THE PROJECT FROM THE GENERAL FUND, AND AUTHORIZING A COST REIMBURSEMENT AGREEMENT WITH MARINA COMMUNITY PARTNERS, LLC FOR CONSTRUCTION OF IMPROVEMENTS ALONG DIVARTY STREET AND IMPROVEMENTS FOR THE COURTHOUSE PROJECT

RECOMMENDATION

Adopt a resolution amending the capital program to include the Courthouse Project, appropriating a budget of \$1,150,000.00 to the project from the General Fund, and authorizing a cost reimbursement agreement with Marina Community Partners, LLC (MCP) for construction of improvements along Divarty Street and improvements for the Courthouse Project.

BACKGROUND

The City owns a vacant parcel of land south of Divarty Street between 1st Avenue and 2nd Avenue. On September 21, 2023, the City Council approved a draft property acquisition agreement between the City of Seaside and the State of California on behalf of the Judicial Council of California to transfer a 5.0-acre portion of the parcel to the Judicial Council for construction of the Monterey Family Justice Center. The property acquisition agreement has not yet been executed.

The infrastructure improvements agreement portion of the property acquisition agreement requires the City of Seaside to install potable, recycled, and fire water; sanitary sewer; electric; and communications service to the Courthouse site. The agreement also requires the City to underground the overhead dry utilities (electric,

phone, cable, and fiber) in front of the Courthouse site and across 2nd Avenue. The City needs to perform or manage the design, project management, construction, construction management, and acquisition of all required permits.

As part of the Dunes Phase 3 project, Marina Community Partners, LLC (MCP), an entity owned of Shea Homes LP, is designing and constructing undergrounding of overhead utilities along 1st Street from 8th Avenue to Divarty Street. This work has already started. They are also performing some roadway and utility work along Divarty Street. Rather than try to coordinate the utility work and undergrounding work between a designer hired by the City and that of MCP, it is more efficient and cost effective for the City to reimburse MCP for their designer and contractor to perform the work for which the City is responsible. The estimate amount to reimburse MCP is provided with attachment Exhibits B and C of the reimbursement agreement.

As part of the agreement the MCP will be designing and constructing undergrounding in west of the Courthouse property to 1st street. The City would share the costs with MCP to make those improvements, but they would not be reimbursed by the Judicial Council. The undergrounding in front of the Courthouse site and the utilities for the Courthouse site would also be designed and constructed by MCP; the costs would be paid be paid in full by the City, but would be reimbursed by the Judicial Council. In addition, the City would receive a 5% administrative fee for managing the project.

City staff have reviewed the agreement and recommend the City Manager have authorization to execute the agreement in substantially a similar form as attached as Exhibit 1 and as finally approved by the City Attorney.

FISCAL IMPACT

The cost for the undergrounding which will not be reimbursed by the Judicial Council is estimated to be \$154,200.00. The costs for undergrounding in front of the Courthouse site, the utilities to the Courthouse site, and legal fees are estimated to be \$801,000 and would be reimbursed by the Judicial Council. The 5% administrative fee reimbursement would be around \$40,050.00. It is reasonable to include a 15% contingency budget amount of approximately \$100,000.00 in case the actual design and construction costs are higher than estimated or there are unforeseen conditions that require additional work. The total requested from the General Fund for the Courthouse Project Capital Improvement Project budget is \$1,150,000.00.

ATTACHMENTS

1. Resolution
 2. Reimbursement Agreement
 3. Exhibits A-C
 4. Exhibit D
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", written in a cursive style.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****AMENDING THE CAPITAL PROGRAM TO INCLUDE THE COURTHOUSE PROJECT, APPROPRIATING A BUDGET OF \$1,150,000.00 TO THE PROJECT FROM THE GENERAL FUND, AND AUTHORIZING A COST REIMBURSEMENT AGREEMENT WITH MARINA COMMUNITY PARTNERS, LLC FOR CONSTRUCTION OF IMPROVEMENTS ALONG DIVARTY STREET AND IMPROVEMENTS FOR THE COURTHOUSE PROJECT**

WHEREAS, the City owns a vacant parcel of land south of Divarty Street between 1st Avenue and 2nd Avenue; and

WHEREAS, on September 21, 2023, the City Council approved a draft property acquisition agreement between the City of Seaside and the State of California on behalf of the Judicial Council of California to transfer a 5.0-acre portion of the parcel to the Judicial Council for construction of the Monterey Family Justice Center; and

WHEREAS, the infrastructure improvements agreement portion of the property acquisition agreement requires the City of Seaside to install potable, recycled, and fire water; sanitary sewer; electric; and communications service to the Courthouse site. The agreement also requires the City to underground the overhead dry utilities (electric, phone, cable, and fiber) in front of the Courthouse site and across 2nd Avenue; and

WHEREAS, the City needs to perform or manage the design, project management, construction, construction management, and acquisition of all required permits; and

WHEREAS, as part of the Dunes Phase 3 project, Marina Community Partners, LLC (MCP), an entity owned of Shea Homes LP, is designing and constructing undergrounding of overhead utilities along 1st Street from 8th Avenue to Divarty Street and roadway and utility improvements along Divarty Street between 1st and 2nd Avenue; and

WHEREAS, it is more efficient and cost effective for the City to reimburse MCP for their designer and contractor to perform work to deliver the improvements the City is responsible for; and

WHEREAS, with the reimbursement agreement, MCP will be designing and constructing undergrounding west of the Courthouse property to 1st street, and the City

would share the costs to make those improvements with MCP, but they would not be reimbursed by the Judicial Council; and

WHEREAS, the undergrounding in front of the Courthouse site and the utilities for the Courthouse site would also be designed and constructed by MCP; the costs would be paid in full by the City, but would be reimbursed by the Judicial Council. In addition, the City would receive a 5% administrative fee for managing the project; and

WHEREAS, City staff have reviewed the reimbursement agreement and recommend the City Manager have authorization to execute the agreement in the final form as approved by the City Attorney; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside amends the Capital Program to include the Courthouse Project and appropriates a budget of \$1,150,000.00 to the project from the General Fund.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute the reimbursement agreement with MCP in substantially a similar form as attached as Exhibit 1 and as finally approved by the City Attorney.

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

**AGREEMENT FOR REIMBURSEMENT FOR CONSTRUCTION OF IMPROVEMENTS
ALONG DIVARTY STREET AND COOPERATION IN DEVELOPMENT ALONG DIVARTY
STREET**

This AGREEMENT ("Agreement") is made and entered into as of [Date] by and between MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company ("MCP") and the CITY OF SEASIDE (the "City"), and collectively herein, the "Parties"

RECITALS:

WHEREAS, MCP owns that certain property fronting Divarty Street on the North side of that street between 1st Avenue and 2nd Avenue within the jurisdictional boundaries of the City of Marina adjacent to the Northern boundary of the City of Seaside as depicted in **EXHIBIT A** (the "MCP Property"); and

WHEREAS MCP is in the process of developing the Dunes on Monterey Project, a 358 acre development within the City of Marina consisting residential, retail, office, multiple use, and park uses (the "Dunes Project") which extends to the MCP Property; and

WHEREAS, the City owns that certain property fronting Divarty Street on the South side of that street between 1st Avenue and 2nd Avenue with the Assessor's Parcel Number 031-151-013-000 as depicted in **EXHIBIT A** (the "City Property"); and

WHEREAS, the New Fort Ord Courthouse Project (the "Courthouse Project") is a proposed 83,000-square-foot, three-story development on a five-acre portion of the City Property close to the intersection of 2nd Avenue and Divarty Street to be performed, operated, and occupied by the Judicial Council of California ("Judicial Council") independent of and separate from this Agreement, and the Parties acknowledge and agree that the Judicial Council is not party to, nor responsible for any portion of, this Agreement between MCP and the City; and

WHEREAS the Parties desire to underground certain overhead dry utility lines operated by utility companies, including but not limited to Pacific Gas and Electric Company, AT&T Corporation, and Comcast Corporation, that currently run parallel to Divarty Street between 1st Avenue and 2nd Avenue, as depicted in **EXHIBIT B**; and

WHEREAS the Parties have agreed that the costs of undergrounding overhead dry utilities shall be shared pursuant to the terms of this Agreement; and

WHEREAS the Parties anticipate that development and operation of the Courthouse Project may necessitate future improvements to Divarty Street and the Southern frontage of Divarty Street to accommodate future use of the Courthouse Project and greater traffic from and/or ingress and egress to the Courthouse Project, including, but not limited to, design changes and construction changes requested for Divarty Street in order to accommodate traffic, sanitary sewer improvements in Divarty Street required to serve the Courthouse Project, domestic water improvements in Divarty Street required to serve the Courthouse Project, and sidewalk and landscaping improvements along the Southern frontage of Divarty Street; and

WHEREAS the Parties agree that MCP shall not be financially responsible for any improvements to Divarty Street required to accommodate future use of the Courthouse Project and greater traffic and/or ingress and egress to the Courthouse Project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS, COVENANTS, AND CONDITIONS SET FORTH HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS.

ARTICLE I: UNDERGROUNDING

1.1 Responsibility for Undergrounding. MCP shall, pursuant to the cost allocations and rights of reimbursement set forth in Article II of this Agreement, construct all of the improvements shown and delineated upon the plans contained in **EXHIBIT B**, collectively, the "Divarty Street Undergrounding."

1.2 Standards for Divarty Street Undergrounding. The Divarty Street Undergrounding shall be constructed by a contractor licensed by the State of California to construct such improvements. The Divarty Street Undergrounding shall be constructed in compliance with all State and local laws and regulations applicable thereto and the terms and conditions set forth herein.

1.3 Design Criteria and Requirements for Divarty Street Undergrounding. The Divarty Street Undergrounding shall be constructed in conformance with applicable standards and requirements of California Public Utilities Commission Rule 20, the applicable rules and regulations of the Pacific Gas and Electric Company on file with the California Public Utilities Commission, and any and all applicable requirements of the City of Marina City Engineer and/or the City of Seaside City Engineer.

1.4 Existing Infrastructure on City Property. The Parties agree that MCP shall not be responsible for removing or relocating any existing utility infrastructure on the City Property, including, but not limited to, existing overhead utility poles and existing overhead utility lines, unless removal or relocation of such existing utility infrastructure is necessary to accomplish the Divarty Street Undergrounding.

ARTICLE II: PAYMENT FOR UNDERGROUNDING

2.1 Estimated Costs of Improvements. The total cost of construction and completion of the Divarty Street Undergrounding is estimated to be the amount shown in **EXHIBIT B**. These estimates shall not be construed as a maximum limitation on cost-sharing and reimbursement obligations, but are merely for the convenience of the Parties.

2.2 Cost Allocation for Divarty Street Undergrounding. MCP and the City shall share the cost for the Divarty Street Undergrounding by each paying an allocated portion of the Divarty Street Undergrounding Costs in accordance with the following terms and conditions:

2.2.1 The "Divarty Street Undergrounding Costs" shall include all actual costs reasonably necessary to complete the Divarty Street Undergrounding, including, but not limited to, costs associated with construction, preliminary design and technical memorandum, final design, engineering, testing, geotechnical, surveying, bidding, contracting, contract administration, applications submitted to the City or the City of Marina and fees for review of any such applications, permit fees, and costs to modify any existing City of Marina approvals necessary to allow for the Divarty Street Undergrounding. The Divarty Street Undergrounding Costs shall also include any and all fees necessary to facilitate the Divarty Street Undergrounding as required by any utility companies, including, but not limited to, Pacific Gas and Electric Company, AT&T Corporation, and Comcast Corporation. The Divarty Street

Undergrounding Costs shall also include an MCP overhead cost equivalent to 15 percent of all other costs described in this section.

2.2.2 The City shall be responsible for one hundred percent (100%) of the Divarty Street Undergrounding Costs associated with the portion of the Divarty Street Undergrounding occurring along the portion of Divarty Street fronted by the Courthouse Project. The City shall be responsible for fifty percent (50%) of the Divarty Street Undergrounding Costs associated with the portion of the Divarty Street Undergrounding occurring along the portion of Divarty Street fronted by the remainder of the City Property. The proportional allocation of the Divarty Street Undergrounding Costs for the City shall be as specified in **EXHIBIT B**. In the event of any conflict between the written provisions of this Agreement and **EXHIBIT B**, **EXHIBIT B** shall control.

2.2.3 A reasonable estimate of the proportional costs of the Divarty Street Undergrounding allocated to the City is included in **EXHIBIT B**. However, the costs for the Divarty Street Undergrounding that are subject to the allocation and reimbursement provisions under this Agreement shall be equivalent to the Divarty Street Undergrounding Costs actually and reasonably incurred, as identified in section 2.2.1 of this Agreement.

2.2.4 MCP shall pay all Divarty Street Undergrounding Costs as they are incurred. The City shall pay its allocation of the Divarty Street Undergrounding Costs within thirty (30) days of the date upon which MCP sends the City an invoice ("Invoice Submittal") for its share of the Divarty Street Undergrounding Costs. All such invoices shall be sent with supporting documentation, including any relevant invoices from vendors, contractors, suppliers, and/or other consultants, or any other relevant receipts for payments made.

2.2.5 If the City disputes that a particular invoice is a cost reasonably necessary to complete the Divarty Street Undergrounding as contemplated under section 2.2.1, it shall provide notice of its dispute to MCP within fifteen (15) days of the Invoice Submittal. If notice of dispute is given, the City shall not be required to pay the invoice within thirty (30) days of the Invoice Submittal, and the Parties shall collaborate in good faith to reach an agreement on the payment of the invoice acceptable to both Parties. Once such an agreement is reached, the City shall pay its allocation of the Divarty Street Undergrounding Costs within thirty (30) days of the date of agreement. If notice of dispute is given, MCP may, at its sole option, elect to pause its work on the Divarty Street Undergrounding until the Parties reach an agreement on the payment of the invoice. The costs to any such pause in work shall be borne by the City.

2.2.6 Following the completion of the Divarty Street Undergrounding, MCP shall provide the City with a final accounting of all of the Divarty Street Undergrounding Costs and the allocation of the Divarty Street Undergrounding Costs between the Parties. In the event that final accounting shows a balance due to MCP from the City, the City shall provide final payment of any outstanding amount of the City's allocation of the Divarty Street Undergrounding Costs to MCP within thirty (30) days of Invoice Submittal of such final accounting.

2.2.7 If the City fails to make any payment for: (1) undisputed amounts due to MCP for the Divarty Street Undergrounding Costs required under sections 2.2.4, or 2.2.6; or (2) agreed upon payments acceptable to both parties under section 2.2.5, within the thirty (30) day period set forth under each respective section, the City shall immediately incur a late penalty equivalent to fifteen (15) percent of the outstanding payment. If City has not paid the outstanding payment and incurred late penalty within one hundred and eighty (180) days of the end of the thirty (30) day period set forth under each respective section, the City shall

immediately incur an additional late penalty equivalent to fifteen (15) percent of the outstanding payment.

ARTICLE III: UTILITY SERVICE FROM THE DIVARTY STREET UNDERGROUNDING

3.1 Cooperation to Identify Tie-In. The Parties will cooperate in good faith with each other, and with utility companies, as needed, to identify a tie-in point for the Courthouse Project on the portion of the Divarty Street Undergrounding that fronts the City Property.

3.1.1 As used in this Agreement, a "tie-in point" shall mean a location on any utility equipment installed as part of the Divarty Street Undergrounding where other improvements or equipment can be constructed for the purposes of providing utility service to a specified property.

3.1.2 As used in this Agreement, "utility equipment" shall mean any improvements, including, but not limited to, wires, conductors, transformers, insulators, cutouts, switches, communication circuits, appliances, attachments and appurtenances, used or useful in supplying electric, communication, or similar or associated service.

3.2 City's Responsibility to Connect. Notwithstanding anything else in this Agreement, the City shall be solely responsible for submittal of all required applications to utility companies, including but not limited to Pacific Gas and Electric Company, AT&T Corporation, and Comcast Corporation, and shall be solely responsible for any application, construction, and associated costs necessary to connect the City Property, including without limitation the Courthouse Project site within the City Property, or any building or structure thereon, to any utility equipment installed in the Divarty Street Undergrounding.

ARTICLE IV: OTHER DIVARTY STREET IMPROVEMENTS

4.1 Divarty Improvement. Separate and independent from the Divarty Street Undergrounding, the Parties agree that construction and operation of the Dunes Project and the Courthouse Project may require the construction of improvements to Divarty Street to accommodate traffic, ingress and egress, and project operation associated with each of the aforementioned projects. Such improvements are collectively delineated in the plans contained in **EXHIBIT C**, on pages 1-4, and referred to herein as the "Divarty Improvement." The Divarty Improvement is anticipated to include, but shall not be limited to, the demolition of existing Divarty Street improvements, grading, construction of storm sewers, installation of domestic water infrastructure, curb construction, gutter construction, construction of a sidewalk along the northern boundary of Divarty Street, and signage and striping. The Divarty Improvement shall not include construction of a sidewalk along the southern boundary of Divarty Street, or any landscaping between the back of curb and any sidewalk along the southern boundary of Divarty Street. In the event of any conflict between the written description of the Divarty Improvement in this Agreement and **EXHIBIT C**, **EXHIBIT C** shall control.

4.2 Responsibility for Divarty Improvement. MCP shall, pursuant to the cost allocations and rights of reimbursement set forth in this section 4.4 of the Agreement, construct the Divarty Improvement. MCP shall not be responsible for construction of a sidewalk along the southern boundary of Divarty Street, or any landscaping between the back of curb and any sidewalk along the southern boundary of Divarty Street.

4.3 Standards for Divarty Improvement. The Divarty Improvement shall be constructed by a contractor licensed by the State of California to construct such improvements. The Divarty Improvement shall be constructed in compliance with all State and local laws and regulations applicable thereto, including, but not limited to, the standards and specifications required by the City of Marina and Marina Coast Water District, and the terms and conditions set forth herein.

4.4 Cost Allocation for Divarty Improvement. The City shall be solely responsible for the Divarty Courthouse Improvement Costs, in accordance with the following terms and conditions:

4.4.1 The "Divarty Courthouse Improvement Costs" shall include all actual costs reasonably necessary to complete the portion of Divarty Improvement caused by the Courthouse Project, including, but not limited to, costs associated with construction, preliminary design and technical memorandum, final design, engineering, testing, geotechnical, surveying, bidding, contracting, contract administration, applications submitted to the City or the City of Marina and fees for review of any such applications, permit fees, and costs to modify any existing City of Marina approvals necessary to allow the Divarty Improvement. The Divarty Courthouse Improvement Costs shall also include an MCP overhead cost equivalent to 15 percent of all other costs described in this section. As used in this section 4.4.1, "Divarty Improvement caused by the Courthouse Project" shall mean any portion of the Divarty Improvement that will be utilized by users of the Courthouse Project, and would not otherwise be constructed in the absence of the Courthouse Project. The "Divarty Improvement caused by the Courthouse Project" shall include, but shall not be limited to, all roadway and design improvements to accommodate traffic associated with the Courthouse Project as identified in the New Fort Ord Courthouse Environmental Impact Report certified on or about September 2, 2023, all sanitary sewer improvements in Divarty Street required to serve the Courthouse Project, and all domestic water improvements in Divarty Street required to service the Courthouse Project from the Divarty Street water main.

4.4.2 A reasonable estimate of the total costs of the portion of Divarty Improvement caused by the Courthouse Project is included in **EXHIBIT C**. However, the costs for the Divarty Improvement that are subject to the allocation and reimbursement provisions under this Agreement shall be equivalent to the Divarty Courthouse Improvement Costs actually and reasonably incurred, as identified in section 4.4.1 of this Agreement.

4.4.3 MCP shall pay all Divarty Courthouse Improvement Costs as they are incurred. The City shall reimburse MCP any Divarty Courthouse Improvement Costs within thirty (30) days of the date of Invoice Submittal by MCP for Divarty Courthouse Improvement Costs. All invoices for Divarty Courthouse Improvement Costs shall be sent with supporting documentation, including any relevant invoices from vendors, contractors, suppliers, and/or other consultants, or any other relevant receipts for payments made.

4.4.4 If the City disputes that a particular invoice for Divarty Courthouse Improvement Costs is a cost reasonably necessary to complete the portion of the Divarty Improvement caused by the Courthouse Project as contemplated under section 4.4.1, it shall provide notice of its dispute to MCP within fifteen (15) days of the associated Invoice Submittal. If notice of dispute is given, the City shall not be required to pay the invoice within thirty (30) days of the Invoice Submittal, and the Parties shall collaborate in good faith to reach an agreement on the payment of the invoice acceptable to both Parties. Once such an agreement is reached, the City shall pay the agreed portion of the Divarty Courthouse Improvement Costs

within thirty (30) days of the date of agreement. If notice of dispute is given, MCP may, at its sole option, elect to pause its work on the Divarty Improvement until the Parties reach an agreement on the payment of the invoice. The costs to any such pause in work shall be allocated pursuant to the cost allocation provisions in section 4.4.

4.4.5 Following the completion of the Divarty Improvement, MCP shall provide the City with a final accounting of all of the Divarty Courthouse Improvement Costs. In the event that final accounting shows a balance due to MCP from the City, the City shall provide final payment of any outstanding amount of the Divarty Courthouse Improvement Costs to MCP within thirty (30) days of Invoice Submittal such final accounting.

4.4.6 If the City fails to make any payment due to MCP for the Divarty Courthouse Improvement Costs required under sections 4.4.3, 4.4.4, or 4.4.5 within the thirty (30) day period set forth under each respective section, the City shall immediately incur a late penalty equivalent to fifteen (15) percent of the outstanding payment. If City has not paid the outstanding payment and incurred late penalty within one hundred and eighty (180) days of the end of the thirty (30) day period set forth under each respective section, the City shall immediately incur an additional late penalty equivalent to fifteen (15) percent of the outstanding payment.

ARTICLE V: FURTHER COOPERATION BETWEEN THE PARTIES

5.1 Necessary Permits for Divarty Street Undergrounding and Divarty Improvement. To the extent the Divarty Street Undergrounding or the Divarty Improvement shall require the issuance of permits from the City, including, but not limited to tree removal permits and grading permits, the City shall cooperate in processing any such applications as quickly as possible and shall work in good faith to issue all necessary approvals within ninety (90) days of receipt of any application for such a necessary approval. The City shall be solely responsible for the costs attributable to any delay to the Divarty Street Undergrounding or the Divarty Improvement caused by its non-compliance with this section 5.1, which shall be a cost separate and additional to the Divarty Street Underground Costs and the Divarty Courthouse Improvement Costs. To the extent that compliance with the Courthouse Project MMRP (as defined in section 5.3) requires that processing or review of a particular tree removal permit take longer than ninety (90) days from the date of receipt of the application for such permit, the costs attributable to any delay to the Divarty Street Undergrounding or the Divarty Improvement caused by the processing or review of the aforementioned tree removal permit shall be allocated pursuant to the cost allocation provisions in sections 2.2 and 4.4 of this Agreement.

5.2 Necessary Access and Easements.

5.2.1 The City agrees to facilitate access to the City Property as needed to construct the Divarty Street Undergrounding and the Divarty Improvement.

5.2.2 The City agrees to grant to MCP all necessary easements, rights-of-way, licenses, or other interests (the "Necessary Access Rights") over the City Property at no cost as may be required for construction, relocation, operation, and dedication of the Divarty Street Undergrounding and the Divarty Improvement, including, but not limited to, any utility easements and any easements for grading, tree removal, or de-vegetation work reasonably required for the Divarty Street Undergrounding or the Divarty Street Improvements. The City will use best efforts to assist in the coordination of any right of access or temporary construction easements over any property owned by the State of California .

5.2.3 For all Necessary Access Rights required pursuant to section 5.2.2, MCP shall prepare a proposed Necessary Access Right. The City shall review the proposed Necessary Access Right and provide any comments within 60 days of finalization of the Divarty Street Undergrounding design and Divarty Improvements, or shall approve the Necessary Access Right with no feedback, within thirty (30) days of receipt of MCP's proposed Necessary Access Right. If the City provides comment on the proposed easement, the City and MCP shall cooperate in good faith to create a revised easement acceptable to both Parties within sixty (60) days of the City's comments. The City shall be solely responsible for the costs attributable to any delay to the Divarty Street Undergrounding or the Divarty Improvement caused by its non-compliance with this section 5.2. To the extent that any Necessary Access Rights are not provided timely to MCP or maintained for MCP, MCP shall not be obligated to construct the Divarty Street Undergrounding and the Divarty Improvement, and MCP's failure to construct the Divarty Street Undergrounding and the Divarty Improvement in such circumstances shall not be a default under this Agreement.

5.2.4 To the extent the City sells or otherwise transfers any portion of the City Property to a third party, the City shall ensure that all Necessary Access Rights over the City Property are maintained for the benefit of MCP or, if the sale or other transfer occurs prior to the City's grant of the Necessary Access Rights to MCP, then City shall reserve the Necessary Access Rights in selling or transferring any portion of the City property to a third party and expeditiously thereafter grant MCP the Necessary Access Rights the City reserved. If the City fails to abide by this section 5.2.4, the City shall be liable for all costs incurred due to the failure to maintain the Necessary Access Rights, and any delay in the construction of the Divarty Street Undergrounding or Divarty Improvement associated with the loss or disruption of the Necessary Access Rights.

5.2.5 Notwithstanding Section 5.4 of this Agreement, to the extent that construction of the Divarty Street Undergrounding or the Divarty Improvement is occurring during construction of the Courthouse Project, the City shall have sole responsibility to ensure access to the Courthouse Project Site for construction vehicles or emergency vehicles.

5.3 Compliance with Courthouse Project MMRP. To the extent that any work related the Divarty Street Undergrounding or the Divarty Improvement requires compliance with the Mitigation, Monitoring and Reporting Program included as Appendix A to the August 2023 Final Environmental Impact Report for the New Ford Ord Courthouse, State Clearinghouse Number 2022070304. (the "Courthouse Project MMRP"), the City alone shall bear the responsibility for ensuring all such work complies with the Courthouse Project MMRP. MCP shall not be responsible for ensuring compliance with the Courthouse Project MMRP, and shall not bear the expense of compliance with the Courthouse Project MMRP. Any costs of compliance with the Courthouse Project MMRP shall be borne solely by the City, and shall be separate from the Divarty Street Undergrounding Costs and the Divarty Courthouse Improvement Costs. The City shall pay any costs attributable to compliance with the Courthouse Project MMRP incurred by MCP within thirty (30) days of the date Invoice Submittal for any such costs.

5.4 Construction Timing. The Parties acknowledge that construction of the Courthouse Project is anticipated to begin in September of 2025. The Parties desire to complete the Divarty Street Undergrounding and the Divarty Improvement by June of 2025. MCP shall use commercially reasonable efforts to advance the construction and completion of the Divarty Street Undergrounding and the Divarty Improvement expeditiously. MCP's failure to complete the Divarty Street Undergrounding and the Divarty Improvement by June 2025 despite

commercially reasonable efforts to advance construction and completion expeditiously shall not be a default on MCP's obligations under this Agreement.

5.5 Coordination of the Courthouse Project. The Parties agree that coordination on the Courthouse Project is necessary to ensure the efficient and timely implementation of the Divarty Street Undergrounding and the Divarty Improvement.

5.5.1 The City shall organize monthly coordination meeting between MCP, the City, and any managers or representatives of the Courthouse Project that the City deems necessary. The schedule of meetings may be altered as needed to support coordination needs with the consent of both Parties.

5.5.2 The City shall provide MCP with all Courthouse Project site plans, improvement plans, and landscape plans for MCP's review in order to ensure consistency with any developments on the MCP Property. MCP shall provide the City with any plans for grading, finish elevations, or finish curb and gutter elevations for portions of Divarty Street abutting the City Property in order to ensure any future improvements on City Property may be consistent with the Divarty Street Undergrounding and Divarty Improvement. To the extent that the Courthouse Project site plans, improvement plans, or landscape plans require any alterations to Divarty Street Undergrounding or Divarty Improvement, the City shall either reimburse MCP for all costs of such alterations, or the City shall undertake all such alterations itself at its own expense.

5.6 2nd Avenue and Divarty Street Intersection. At this time, no roadway improvements to accommodate increased traffic are planned for the intersection of 2nd Avenue and Divarty Street. To the extent any such improvements are required in the future, MCP shall only be responsible for any such improvements triggered by construction or operation of the Dunes Project.

5.7 Continued Cooperation for Further Improvements. The Parties acknowledge that construction of the Divarty Street Undergrounding and Divarty Improvement may require further coordination with third parties, including, but not limited to California State University Monterey Bay, and that such coordination may result in necessary improvements or costs in excess of those contemplated under Exhibit B and Exhibit C to this agreement. To the extent that coordination with third parties results in improvements or costs in excess of those contemplated under Exhibit B and Exhibit C, the Parties agree to cooperate in good faith to determine a proportional share of the expenses for such improvements or costs, pursuant to the general principle that MCP shall only bear costs caused by, and in proportion to the impacts associated with, construction or operation of the Dunes Project.

5.8 Further Actions and Instruments. The City shall cooperate with and provide reasonable assistance to MCP to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement, including the construction of the Divarty Street Undergrounding and the Divarty Improvement. Upon the request of MCP at any time, the City shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

ARTICLE VI: MISCELLANEOUS PROVISIONS

6.1 Attorney's Fees for Agreement. The City shall reimburse MCP for all reasonable attorney's fees incurred by MCP in preparing this Agreement. Following execution of this Agreement, MCP shall submit to the City an invoice for attorney's fees associated with the preparation of this Agreement. The City shall process and pay the invoice for attorney's fees associated with the preparation of this Agreement submitted by MCP within thirty (30) days of the Invoice Submittal. An estimate of the attorney's fees associated with the preparation of this agreement is included in **Exhibit D**; however, the City shall reimburse MCP for all actual attorney's fees incurred by MCP in preparing this Agreement.

6.2 Warranties of the Parties. Each party represents and warrants to the other that it has the power and authority to enter into this Agreement and each of its obligations, and that this Agreement is the valid and binding obligation of such party and is enforceable against it in accordance with its terms. The City represents that it is fee simple owner of the City Property, and that the City Property is not subject to any lien, encumbrance, or other interest that would preclude or adversely impact the City's authority to enter into this Agreement and undertake each of City's obligations herein. Each Party shall indemnify, protect, defend and hold harmless the other Party from any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with any inaccuracies and/or misrepresentations (intentional or negligent) set forth in this Representation and Warranty, and the foregoing indemnification shall survive any such termination of this Agreement. Notwithstanding anything else in this Agreement, City shall indemnify, protect, defend and hold harmless MCP from any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with any failure of MCP to receiving, any delay by MCP in receiving or being able to maintain, or interruption of the MCP's enjoyment of the Necessary Access Rights, or City obligations under this Agreement, including to satisfy terms of the Courthouse Project MMRP, and the foregoing indemnification shall survive any such termination of this Agreement.

6.3 Relationship of the Parties. This Agreement does not create any relationship or association between MCP and the City other than contracting parties, and it expressly understood that the City does not in any way nor for any purpose become a partner of MCP or a joint venturer with MCP in the conduct of MCP's business or otherwise, nor does the Agreement create between MCP and the City the relationship of principal and Agent. The Parties acknowledges that construction of the Divarty Street Undergrounding and the Divarty Improvements may require the payment of prevailing wage under California law, and agree that if such requirements apply, the Divarty Street Undergrounding Costs and the Divarty Improvements Costs will include the payment of prevailing wage.

6.4 No Third-Party Beneficiaries. The Parties do not intend to create any third-party beneficiaries to this Agreement. This Agreement is made and entered into for the sole protection and benefit for the Parties, as well as their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

6.5 Interpretation and Applicable Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in

favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

6.6 Waiver. Failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

6.7 City to Coordinate with Third Parties. This Agreement shall run with the City Property and, to the extent the City leases or sells the City Property to any third party, or otherwise permits a third party to operate on the City Property, the City shall be responsible for ensuring that any lease, purchase and sale agreement, or other instrument of conveyance obligates such third party to comply with the terms of this Agreement, and otherwise provide any cooperation necessary to ensure the City's performance of its obligations under this Agreement.

6.8 Assignment. This Agreement may not be assigned without the prior written consent of the other Party hereto. A Party shall also inform all future assignees, if any, of the terms and conditions of this Agreement.

6.9 Priority of Agreement. It is specifically understood and agreed by the Parties hereto that any and all agreements, leases, encumbrances, liens, or interests in the City Property executed or established after the date of this Agreement and all rights, privileges and benefits thereunder shall be at all times subject to, subordinate and inferior to this Agreement.

6.10 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances is held, to any extent, invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law unless the invalid or unenforceable term, provision, covenant or condition is related to the Payment for Improvements provisions in Article II of this Agreement. If any Payment for Improvement provisions in Article II of this Agreement are invalidated or held unenforceable, the Parties shall make good faith efforts to agree in writing to amend the Agreement to include alternative terms, provisions, covenants, or conditions to those determined invalid, void, or unenforceable. If such alternative terms, provisions, covenants, or conditions cannot be agreed upon, the Agreement shall terminate in its entirety and MCP shall have no obligations to design, construct, or otherwise facilitate the Divarty Street Undergrounding and the Divarty Improvement.

6.11 Enforcement. Any action at law or in equity arising under this Agreement or brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Monterey, State of California, or such other appropriate court in said county. In the event of any action between MCP and the City seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

6.12 Notices: All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

If to MCP:

Shea Homes
Marina Community Partners LLC
Attn: Don Hofer and Jack Gao
4309 Hacienda Drive, Suite 180
Pleasanton, CA 94588
don.hofer@sheahomes.com
jack.gao@sheahomes.com

With a Copy to:

Hanson Bridgett LLP
Attn: Sean Marciniak
1676 No. California Blvd., Suite 620
Walnut Creek, CA 94596
Email: smarciniak@hansonbridgett.com

If to City:

City of Seaside
Attn: Nisha Patel
440 Harcourt Avenue
Seaside, CA 93955

With an electronic Copy to:

City of Seaside
Attn: Sheri Damon
sdamon@ci.seaside.ca.us

6.13 Amendments. This Agreement may be amended only by written consent of both Parties specifically approving the amendment. The Parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters.

6.14 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

6.15 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement. The Parties recognizes that the City and the Judicial Council have entered into a wholly separate Infrastructure Improvement Agreement with regard to the Courthouse Project. Nothing in this Agreement is intended to alter the City's obligations under

the wholly separate Infrastructure Improvement Agreement between the City and the Judicial Council, and nothing in the Infrastructure Improvement Agreement is intended to alter or interpret the terms of this Agreement. MCP is not a party to the wholly separate Infrastructure Improvement Agreement between the City and the Judicial Council, and shall not be responsible for any obligations whatsoever under said Infrastructure Improvement Agreement.

6.16 Force Majeure. Notwithstanding anything to the contrary herein, neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the Party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders, injunctions. or administrative challenges or lawsuits brought by third parties challenging any necessary governmental approvals or permits necessary for the construction of the Divarty Street Undergrounding or the Divarty Improvement), or other causes beyond the party's reasonable control.

6.17 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

6.18 Authority of Signatories. The person(s) executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

“City”

THE CITY OF SEASIDE

Date: _____

[SIGNATORY]

“MCP”

MARINA COMMUNITY PARTNERS, LLC

Date: _____

[SIGNATORY]

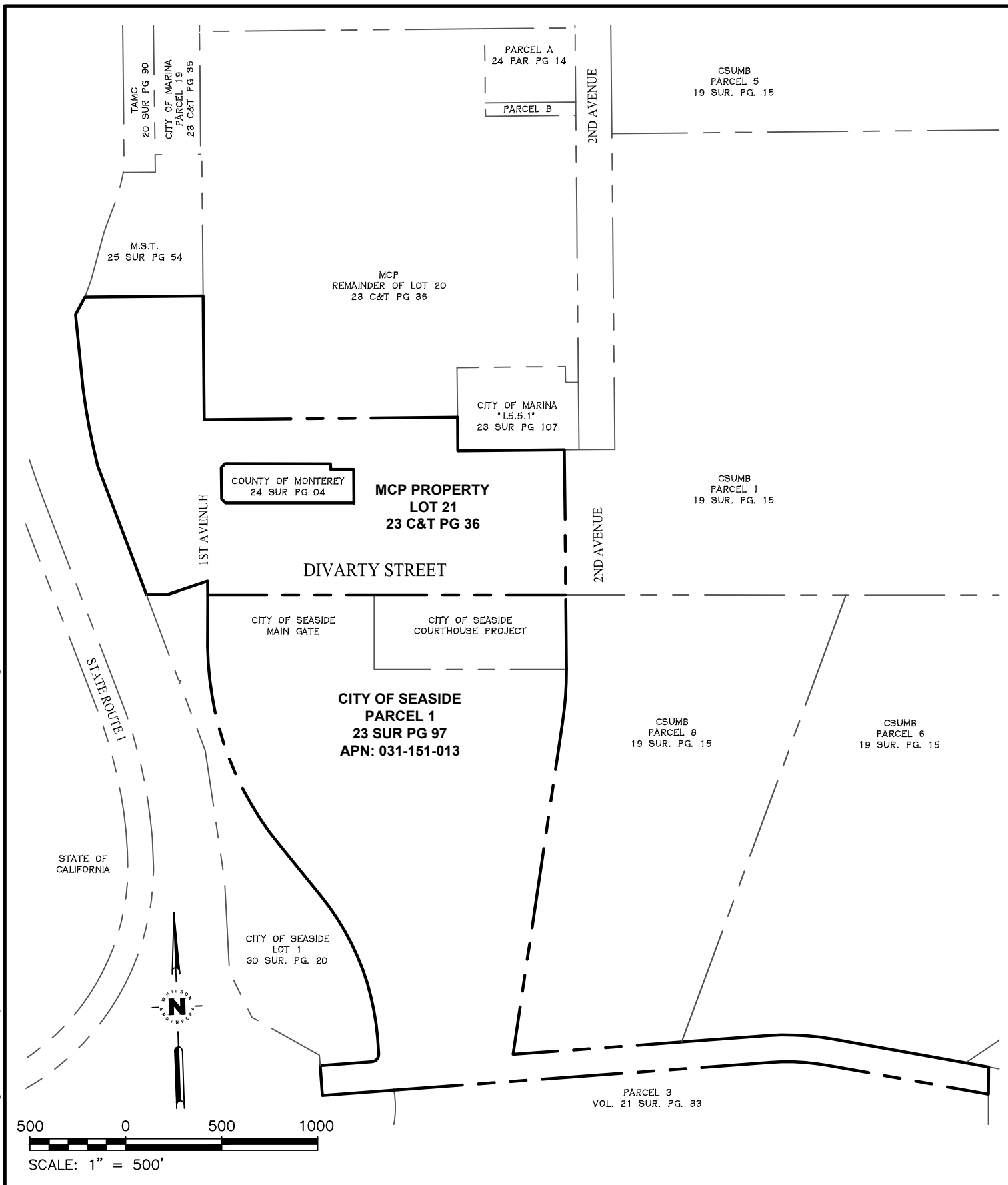
“MCP”

MARINA COMMUNITY PARTNERS, LLC

Date: _____

[SIGNATORY]

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AGREEMENT FOR REIMBURSEMENT

EXHIBIT A SUBJECT PROPERTIES

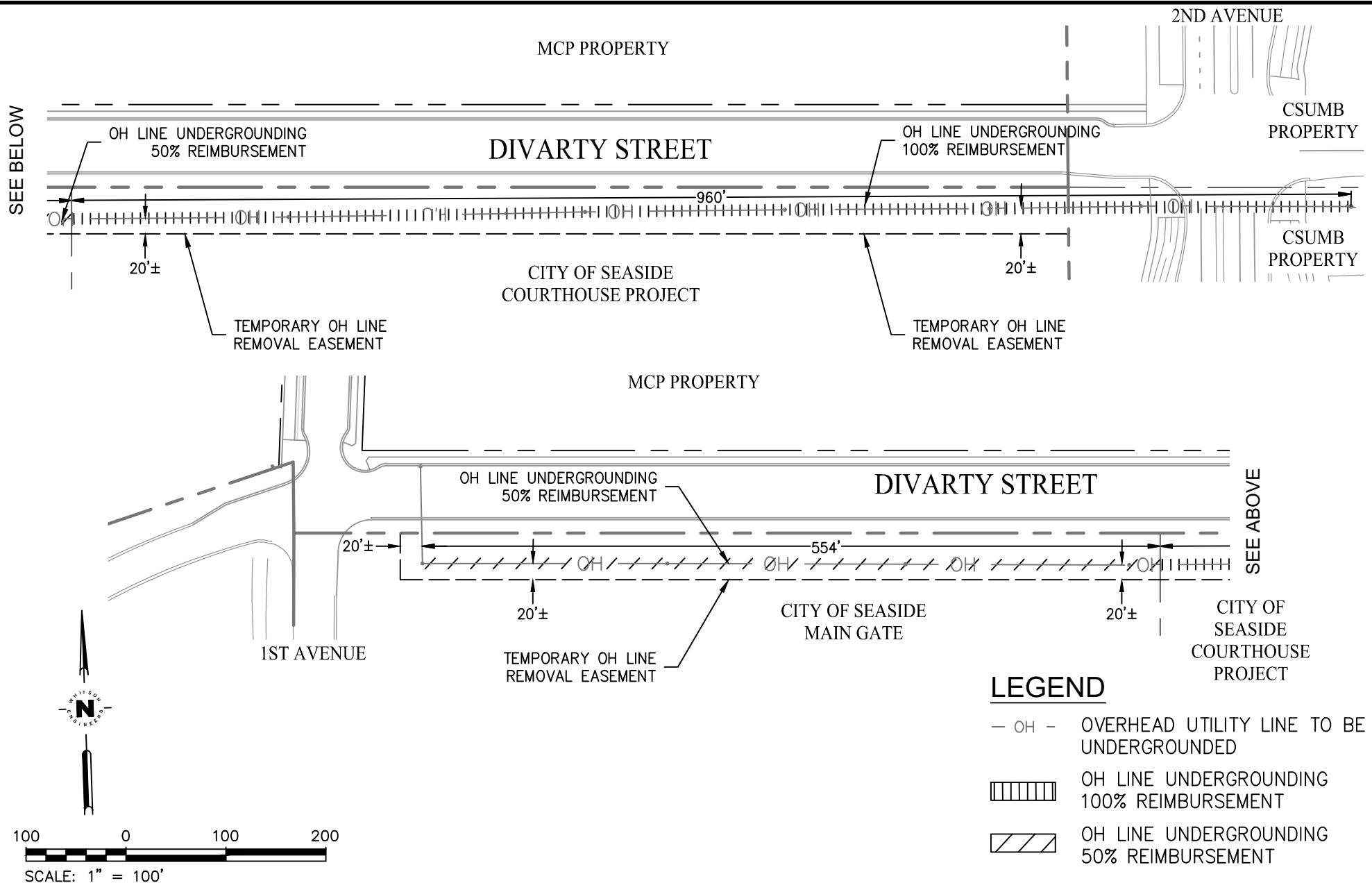
MARINA, CALIFORNIA

4/4/2024



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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AGREEMENT FOR REIMBURSEMENT

DIVARTY STREET UNDERGROUNDING

EXHIBIT B

MARINA, CALIFORNIA

4/4/2024



Civil Engineering
Land Surveying

6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com



April 4, 2024
Job No.: 3140.46

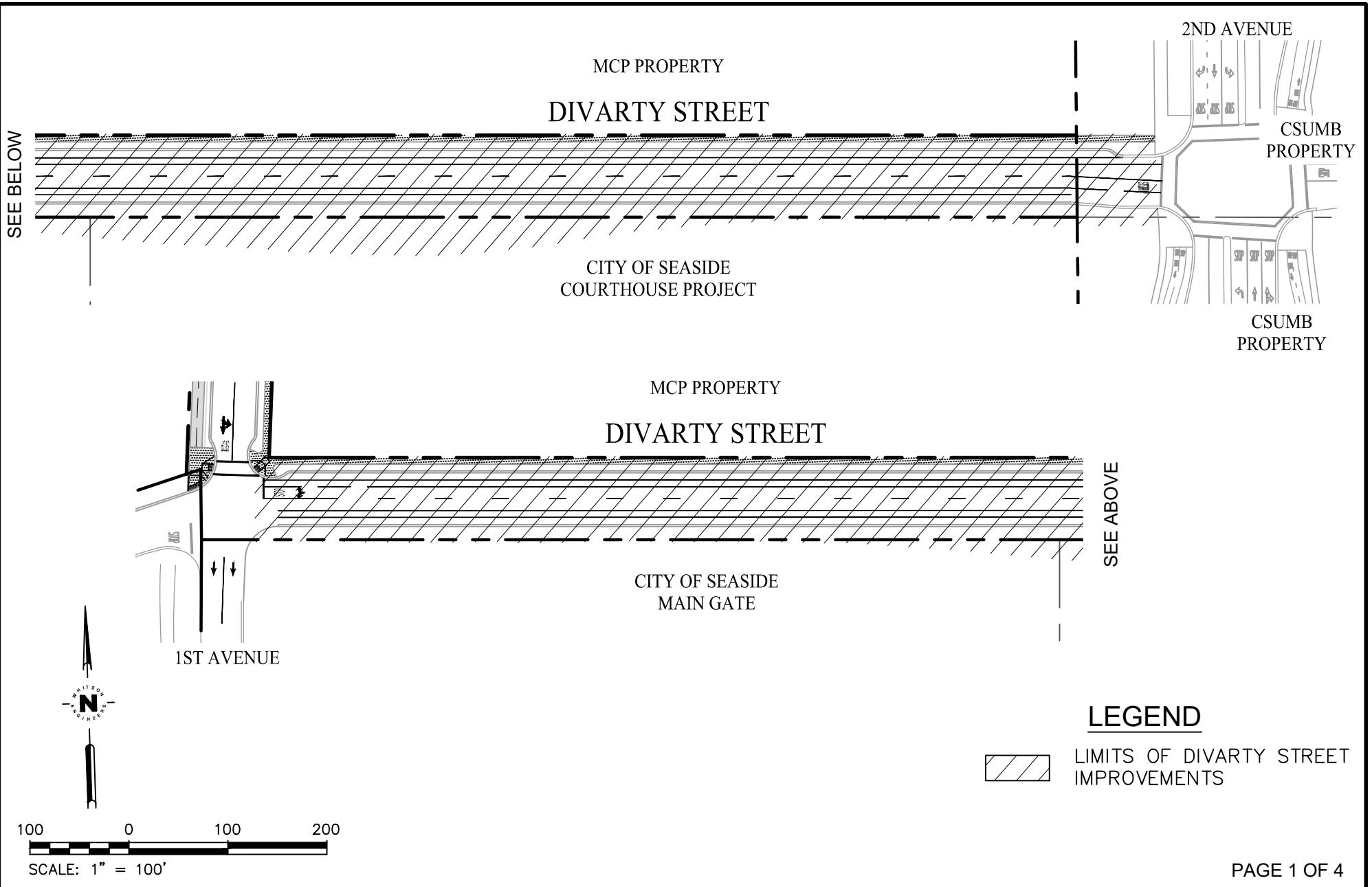
EXHIBIT B
PRELIMINARY COST ESTIMATE
DIVARTY STREET UNDERGROUNDING
MARINA, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
OVERHEAD DRY UTILITY UNDERGROUNDING				
1 Courthouse Property Frontage to 2nd Ave	960	LF	\$ 556.68	\$ 534,413
2 Main Gate Property Frontage	554	LF	\$ 278.34	\$ 154,200
SUBTOTAL UNDERGROUNDING REIMBURSEMENT AMOUNT				\$ 688,613
15% DESIGN/MANAGEMENT				\$ 103,292
10% CONTINGENCY				\$ 68,861
TOTAL UNDERGROUNDING REIMBURSEMENT AMOUNT (to nearest \$1,000)				\$ 861,000

Notes

- 1) Estimate is based on a 100% reimbursement for costs related to undergrounding Divarty Street overhead utilities along the Courthouse Project frontage to an existing pole at the east side of 2nd Ave and 50% reimbursement for costs related to undergrounding Divarty Street overhead utilities along the Main Gate Project frontage.
- 2) Estimated Unit Costs per Linear Foot include Trenching, Vaults, Conduits, PG&E Electrical Systems, Street Lighting, and PG&E and AT&T Contract Costs.

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AGREEMENT FOR REIMBURSEMENT

DIVARTY IMPROVEMENTS

EXHIBIT C1

MARINA, CALIFORNIA

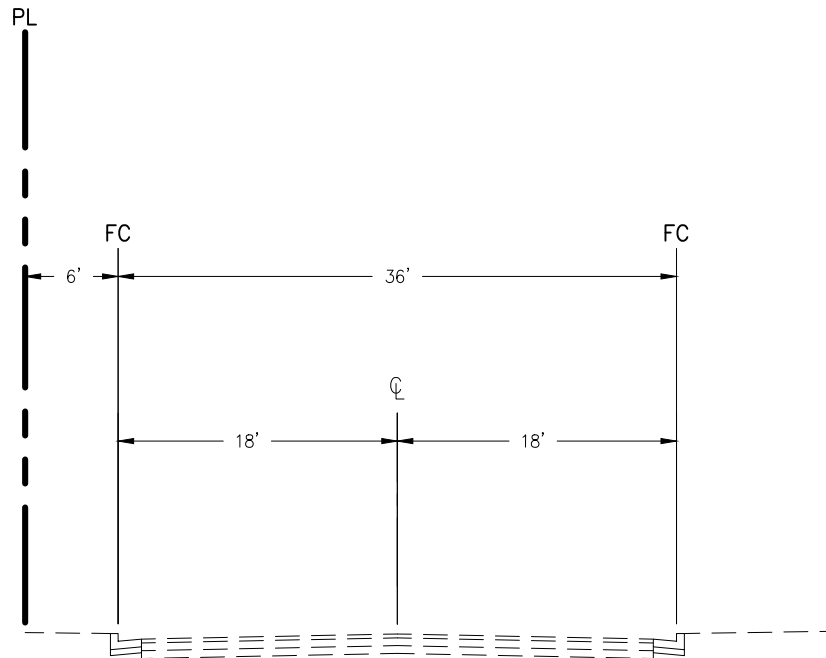
4/4/2024



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6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

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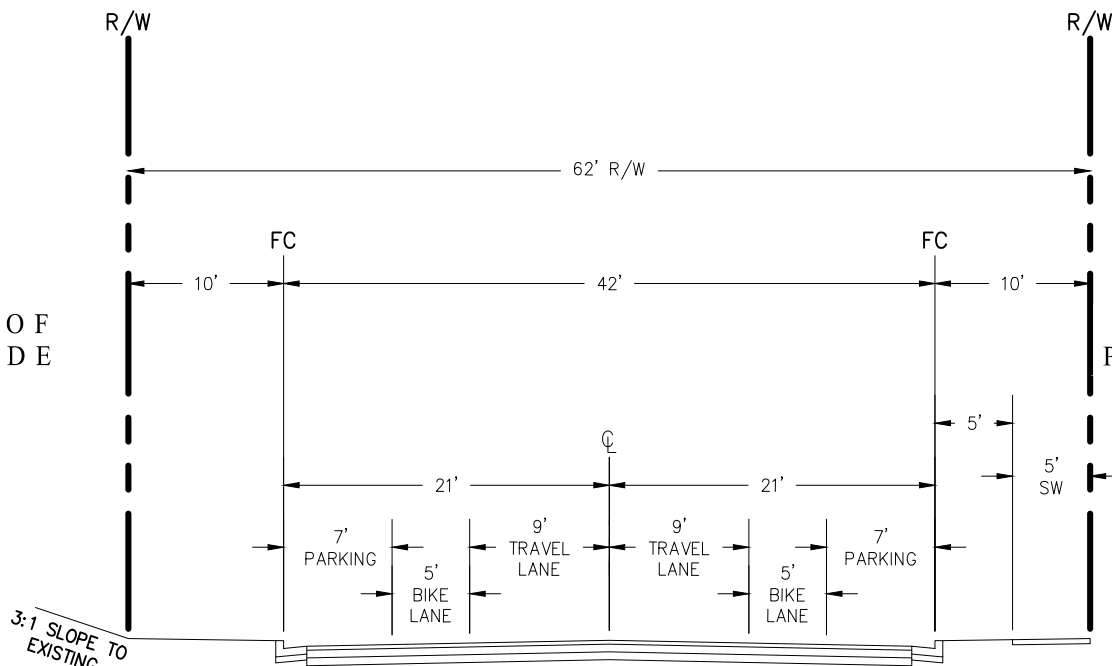
CITY OF
SEASIDE



MCP
PROPERTY

EXISTING DIVARTY STREET
PRIOR TO IMPROVEMENTS

CITY OF
SEASIDE



MCP
PROPERTY

DIVARTY STREET IMPROVEMENT DESIGN

AGREEMENT FOR REIMBURSEMENT

EXHIBIT C2 DIVARTY IMPROVEMENTS (STREET SECTIONS)

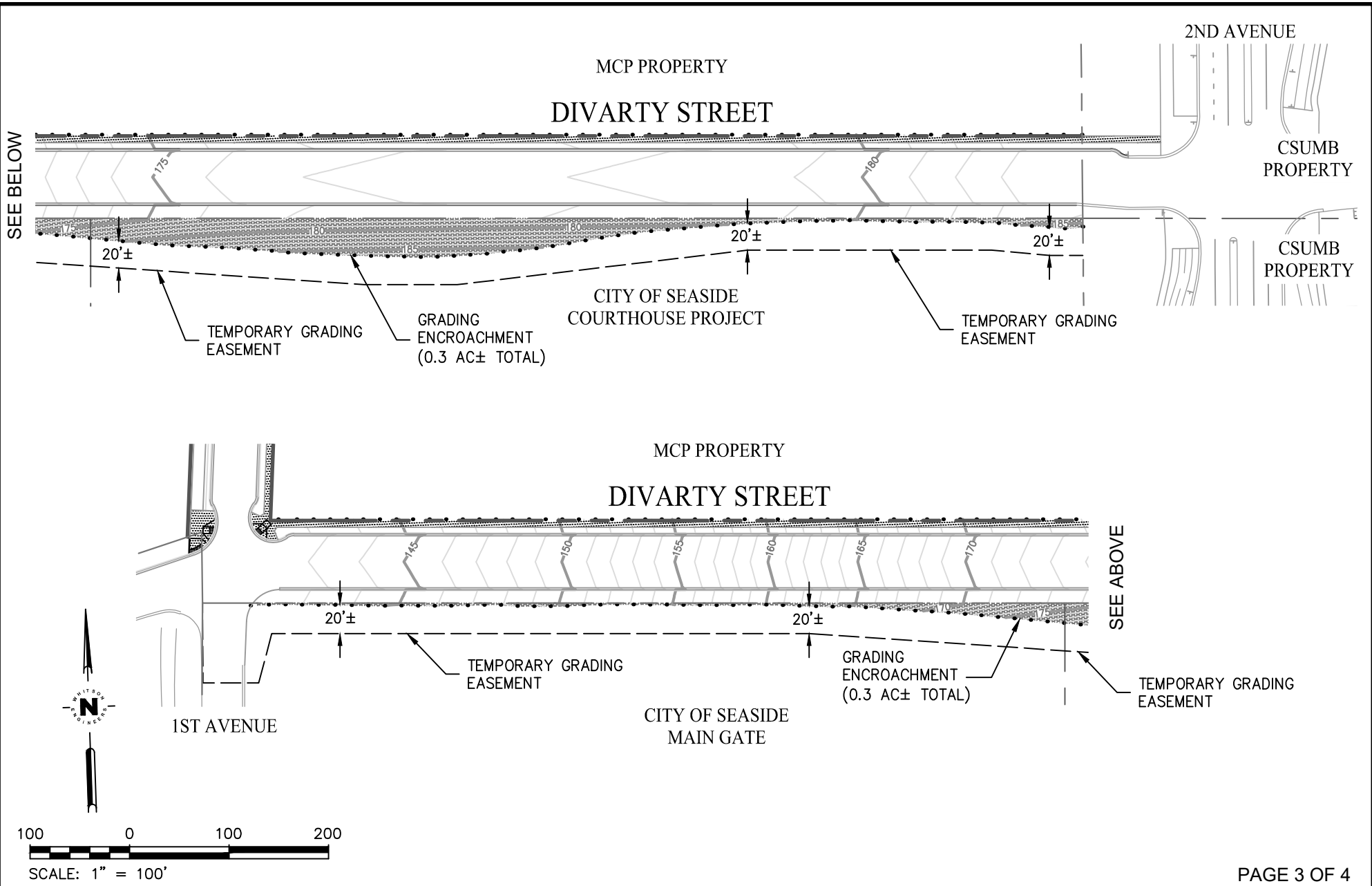
MARINA, CALIFORNIA

4/4/2024



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Monterey, CA 93940
831.649.5225
whitsonengineers.com

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AGREEMENT FOR REIMBURSEMENT

DIVARTY IMPROVEMENTS (GRADING ENCROACHMENTS)

EXHIBIT C3

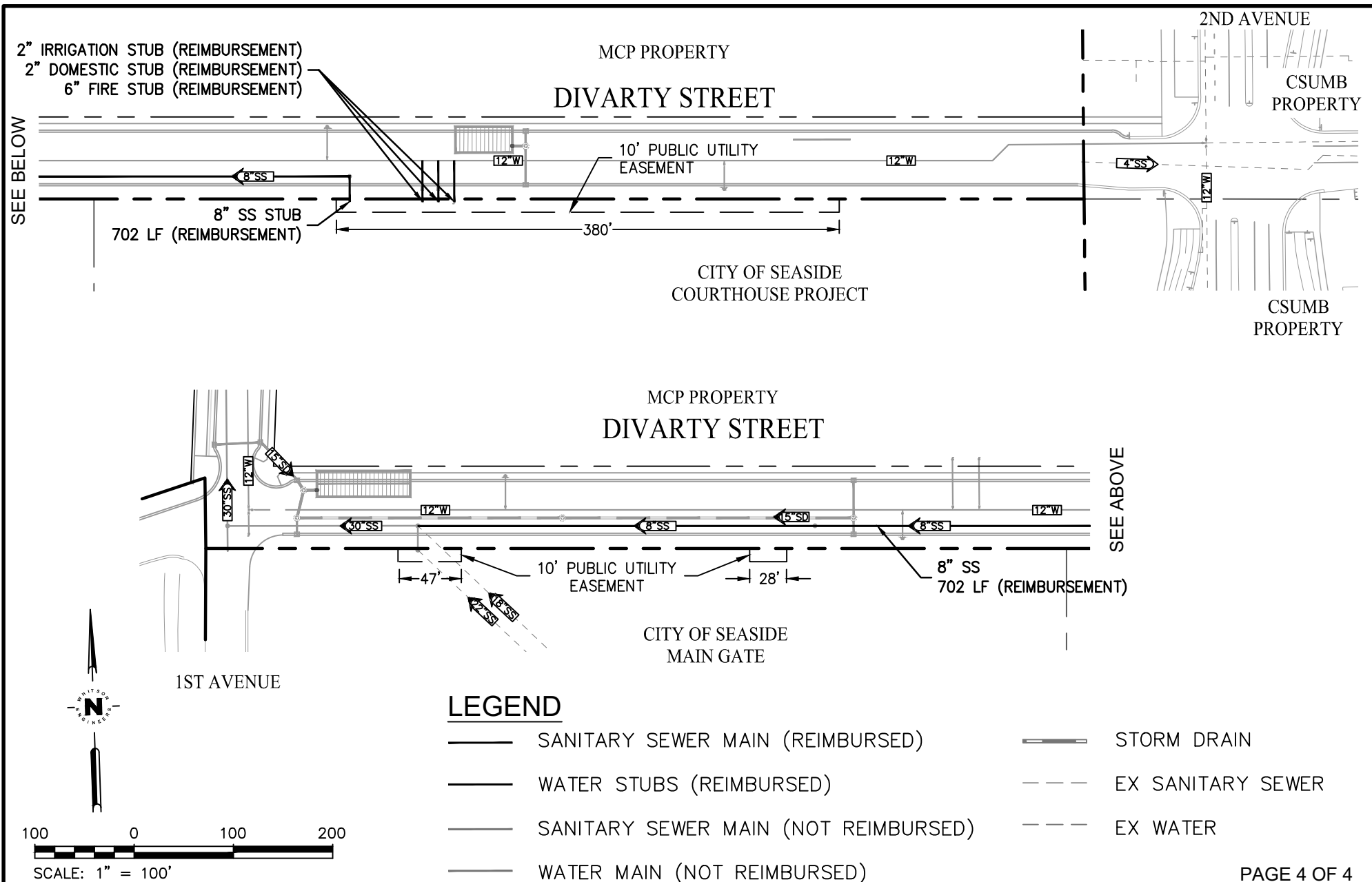
MARINA, CALIFORNIA

4/4/2024



Civil Engineering
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6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

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AGREEMENT FOR REIMBURSEMENT

DIVARTY IMPROVEMENTS (UTILITY INFRASTRUCTURE)

EXHIBIT C4

MARINA, CALIFORNIA

4/4/2024



Civil Engineering
Land Surveying

6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com



April 4, 2024
Job No.: 3140.46

EXHIBIT C
PRELIMINARY COST ESTIMATE
DIVARTY STREET IMPROVEMENTS
MARINA, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
<u>SANITARY SEWER</u>				
1 48" Manholes	2	EA	\$ 5,700.00	\$ 11,400
2 8" PVC Sanitary Sewer Pipe	702	LF	\$ 61.00	\$ 42,822
3 8" Pipe Stub	1	EA	\$ 1,500.00	\$ 1,500
Subtotal Sanitary Sewer				\$ 55,722
<u>WATER</u>				
1 6" Fire Water Stub	1	EA	\$ 4,000.00	\$ 4,000
2 2" Domestic Water Stub	1	EA	\$ 2,000.00	\$ 2,000
3 2" Irrigation Water Stub	1	EA	\$ 2,000.00	\$ 2,000
Subtotal Potable Water				\$ 8,000
SUBTOTAL IMPROVEMENT AMOUNT				\$ 63,722
15% DESIGN/MANAGEMENT				\$ 9,558
10% CONTINGENCY				\$ 6,372
TOTAL DIVARTY STREET REIMBURSEMENT AMOUNT (to nearest \$1,000)				\$ 80,000



Exhibit D

LEGAL COUNSEL REIMBURSEMENT

- **Legal Costs for the Agreement to date (03/29/24)** - **\$14,000**
- **Final Costs for Legal Counsel Reimbursement** - **\$TBD**



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: May 2, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER TO PROVIDE STAFF SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$30,000.00

RECOMMENDATION

Adopt a resolution authorizing an amendment to the professional services agreement with Schaaf & Wheeler to provide staff support services for an amount not to exceed \$30,000.00.

BACKGROUND

The Engineering Division has vacancies in two Senior Civil Engineer positions that provide management and oversight over capital improvement projects, development projects, and Engineering staff work production. The City has commenced with recruitment to fill the Senior Civil Engineer positions.

In November 2022, the City entered into a Professional Services Agreement (PSA) with Schaaf & Wheeler for engineering staff support services in the amount of \$24,900.00.

Since November 2022, consultant staff, Andrew Sterbenz from Schaaf & Wheeler, has been providing Senior Management staff support. On January 5, 2023, the City Council awarded an amendment in the amount of \$52,000.00 to Schaaf & Wheeler to continue providing support through June 2023 for around the same number of hours a week they were originally providing services. On June 21, 2023, the City Manager authorized an amendment extending the contract through June 30, 2024.

There is a need for Mr. Sterbenz to continue to provide support to the City of Seaside on an as needed basis until Engineering positions are filled. Schaaf & Wheeler provided

a proposal to continue to provide support through June 2025 for ten hours a month or until the budget is expended. The proposal is for an amount not to exceed \$30,000.00, billed on a time and materials basis. Staff reviewed the scope of work and fee of the proposal and determined they are reasonable.

Staff recommends the City Council adopt a resolution (attachment 1) authorizing the City Manager to execute an Amendment to the Professional Services Agreement (attachment 2) with Schaaf & Wheeler for an amount to exceed \$30,000.00, with a total Professional Services Agreement amount of \$106,900.00.

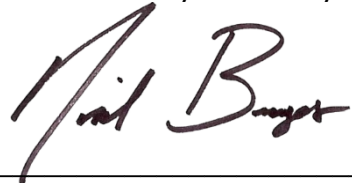
FISCAL IMPACT

There is no fiscal impact from the Amendment to the Professional Services Agreement with Schaaf & Wheeler for staff support services. There is salary savings from the Senior Civil Engineer positions being vacant for the last two and a half years. The PSA and amendment to the PSA with Schaaf & Wheeler will be paid from salary savings. Funds from the salary account will be transferred into the Engineering Consultant account (No. 100-8910-1030) to pay for services under the PSA and Amendment to the PSA.

ATTACHMENTS

1. Resolution
2. Amendment 3

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER TO PROVIDE STAFF SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$30,000.00.

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

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

WHEREAS, Staff identified one consultant, Andrew Sterbenz, with Schaaf & Wheeler, in particular that has the unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside to provide senior level staff support services; and

WHEREAS, the City Manager approved a Professional Services Agreement (PSA) with Schaaf & Wheeler in the amount of \$24,999.00 for staff support on December 21, 2022; and

WHEREAS, the City Council awarded an amendment in the amount of \$52,000 to Schaaf & Wheeler on January 5, 2023 to continue providing support through June 2023; and

WHEREAS, the City Manager authorized an amendment extending the contract through June 30, 2024; and

WHEREAS, there is a need for Andrew Sterbenz to continue to provide support to the City of Seaside until Engineering positions are filled; and

WHEREAS, Schaaf & Wheeler submitted a proposal to continue to provide staff support services through June 2025 for an amount not to exceed \$30,000.00; and

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

WHEREAS, there is salary savings from unfilled Senior Civil Engineer positions to fund the Schaaf & Wheeler PSA and Amendments to the PSA; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Amendment to the Professional Services Agreement with Schaaf & Wheeler to continue to provide staff support services for an amount not to exceed \$30,000.00, and total Professional Services Agreement amount of \$106,900.00.

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

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 2nd day of May, 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

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

Date: April 22, 2024

Change Requested by: X City Consultant

Contract Date

December 21, 2022

Project Name

Staff Support

To (Consultant): Schaaf & Wheeler, 3 Quail Run Circle, Suite 100, Salinas, CA 93907

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

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

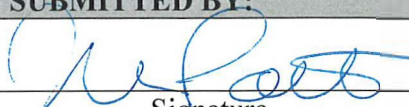
MODIFY the following text in **Section 1, "TERM."**

This Agreement shall commence on the effective date stated above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

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

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A, A-1, and A-2**, 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 SIX THOUSAND NINE HUNDRED DOLLARS (\$106,900)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,900.00	\$52,000.00	\$30,000.00	\$106,900.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
6 Months	June 30, 2023	24	June 30, 2025

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	4-23-24
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Nicholas Borges Acting City Manager	
Signature	Name and Title	Date

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

CONSULTANT ACCEPTANCE BY:		
	Andrew A. Sterbenz, P.E. Vice President	4/23/2024
Signature	Name and Title	Date

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

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

April 18, 2024

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

Subject: Request for Amendment to the Staff Support Contract

Dear Nisha,

This letter is to request additional budget for the Staff Support contract. Our current agreement expires June 30, 2024. You have requested that we extend the agreement through June 30, 2025.

We have \$6,047 remaining in our expended our authorized budget for FY 2023-24. We request an additional \$30,000 for the extended period, which would provide approximately 10 hours of effort per month over the year. Any significant project effort needed may be authorized separately under a stand-alone proposal.

We thank you for this opportunity to provide Staff Augmentation Services. Should you need any further information, please feel free to contact me at (831) 883-4848 or asterbenz@swsv.com.

Sincerely,
Schaaf & Wheeler



Andrew A. Sterbenz, PE
Vice President, License C 69703



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: May 2, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE CIVIL ENGINEERING SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$30,000.00

RECOMMENDATION

Adopt a resolution authorizing an amendment to the professional services agreement with Kimley-Horn to provide civil engineering support services for an amount not to exceed \$30,000.00.

BACKGROUND

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

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

The City entered into a Professional Services Agreement (PSA) with Kimley-Horn for Engineering staff support in the amount of \$24,999.00. Ryan Bernal provided support under that contract from October through December 2022. On January 19, 2023, the City Council awarded an amendment in the amount of \$13,100.00 to Kimley-Horn to continue providing support through June 2023 for around the same number of hours a

week they were originally providing services. The City Manager authorized an amendment extending the contract through June 30, 2024.

Staff requested a proposal from Kimley-Horn to continue to provide Engineering support for up to 10 hours a week in April 2024, on a time and materials basis. Kimley-Horn provided the proposal for Ryan Bernal to provide support through June 30, 2025 or until the budget is expended. Staff reviewed the proposal and finds the scope of work and fee acceptable.

Staff recommends the City Council adopt a resolution (attachment 1) authorizing the City Manager to execute an Amendment to the Professional Services Agreement (attachment 2) with Kimley-Horn for an amount not to exceed \$30,000.00, with a total PSA amount of \$68,099.00.

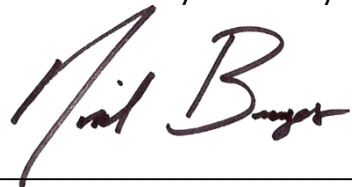
FISCAL IMPACT

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

ATTACHMENTS

1. Resolution
2. Amendment 3

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE CIVIL ENGINEERING SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$30,000.00

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

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

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

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

WHEREAS, the City Council awarded an amendment in the amount of \$13,100 to Kimley-Horn on January 19, 2023 to continue providing support through June 2023; and

WHEREAS, the City Manager authorized an amendment extending the contract through June 30, 2024; and

WHEREAS, Staff requested a proposal from Kimley-Horn to continue to provide Engineering support a total of 100 hours through June 30, 2025, on a time and materials basis; and

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

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

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

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

Services Agreement with Kimley-Horn to continue to provide Engineering staff support for an amount not to exceed \$30,000.00, and total Professional Services Agreement amount of \$68,099.00.

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

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 2nd day of May, 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

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

Date: April 26, 2024

Change Requested by: X City Consultant

Contract Date

Project Name

September 26, 2022

Seaside Engineering Support

To (Consultant): Kimley-Horn, 1615 Bunker Hill Way, Suite 200, Salinas, CA 93906

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

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

MODIFY the following text in **Section 1, “Term.”**

This Agreement shall commence on the effective date stated above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

MODIFY the following text in **Section 2, “SERVICES.”**

Consultant shall perform the tasks described and set forth in **Exhibit A, A-1 and A-2**, 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, A-1 and A-2**.

MODIFY the following text in **Section 5, “PAYMENT.”**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A, A-1, and A-2**, 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 **SIX EIGHT THOUSAND AND NINETY NINE DOLLARS (\$68,099)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,999.00	\$13,100.00	\$30,000.00	\$68,099.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
3 Months	December 31, 2022	30	June 30, 2025

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Nicholas Borges Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Michael Mowery Senior Vice President	
Signature	Name and Title	Date

April 26, 2024

EXHIBIT A-2

Submitted Electronically

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

RE: Seaside Engineering Support – Additional Services Request #2

Dear Ms. Patel:

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

The scope of services can be generally described as follows:

SCOPE OF SERVICES

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

This proposal is written for anticipated assistance with City Projects including but not limited to Divarty Road between First Avenue and Second Avenue as well as for research and application for Defense Community Infrastructure Program (DCIP) grants. We are allocating approximately 100 hours for this assistance.

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

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

The rates provided in Attachment 1 are effective through June 2024. Subsequent rate increases will be reviewed in June of each year, starting June 2024. The actual rate increase will vary based on then current conditions. It is anticipated that services will be completed before June 2025.

FEE

Kimley-Horn will perform the Scope of Services described above “T&M Budget” on a labor fee plus expense basis, up to \$30,000 in labor fees. This is estimated using a total of 100 hours of services. Should service requests exceed the maximum contract fee, Kimley-Horn will notify the Client and determine if additional contract fee can be obtained to continue service. Labor fee will be billed on an hourly basis according to our then-current rates (enclosed).

As related to these as-needed tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Expenses will be billed against the total contract value of \$30,000. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ADDITIONAL SERVICES IF REQUIRED

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

SCHEDULE

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

DELIVERABLES

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

ATTACHMENTS:

1. Kimley-Horn Rate Schedule

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

Classification	<i>Rate</i>
Analyst I	\$120 - \$165
Analyst II	\$145 - \$215
Professional	\$200 - \$240
Senior Professional I	\$230 - \$285
Senior Professional II	\$315 - \$375
Senior Technical Support	\$100 - \$235
Technical Support	\$95 - \$155
Support Staff	\$80 - \$140

Subject to annual adjustment thereafter

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

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

Sub-Consultants will be billed per the Contract



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: May 2, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE ASSISTANT
FINANCE DIRECTOR AND ACTING FINANCE DIRECTOR
JESSICA RILEY TO ESTABLISH, MAINTAIN AND CONTROL THE
CITY'S BANK ACCOUNTS**

RECOMMENDATION

Adopt a resolution authorizing the Assistant Finance Director to control the City's BMO Bank, N.A. accounts and/or accounts with any other financial institution or bank necessary to conduct the City's business.

BACKGROUND

This resolution is required by the City's BMO Bank N.A, in order to confirm the establishment of the City's Assistant Finance Director, Jessica Riley, as an authorized delegate for the purpose of maintaining and controlling the City's account at BMO.

With the recent departure of the Finance Director, BMO accepted a letter from the City Manager for the addition of an authorized signatory and Primary Customer Administrator (PCA) until the City Council adopts a resolution memorializing the action. Because the City Manager is already an authorized delegate, it is within their authority to appoint PCA's and signers.

In this capacity, as a PCA and authorized signer, Ms. Riley is authorized to perform all banking activities associated with the City accounts. These privileges are necessary to carry out the timely processing of checks, payroll payments, wire transfers, and to allow the Assistant Finance Director to manage staff access to the bank.

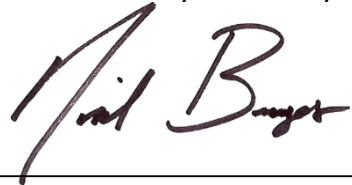
FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written in a cursive style.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE ASSISTANT FINANCE DIRECTOR AND ACTING FINANCE
DIRECTOR JESSICA RILEY TO ESTABLISH, MAINTAIN AND CONTROL THE
CITY'S BANK ACCOUNTS**

WHEREAS, effective April 15, 2024, Victor Damiani resigned as the City's Finance Director; and

WHEREAS, The City of Seaside currently maintains bank accounts with BMO Bank N.A.; and

WHEREAS, BMO Bank, N.A. requires documentation showing the Assistant Finance Director is authorized to establish, maintain, and control all of the City's Mechanics Bank accounts; and

WHEREAS, from time to time accounts with other financial institutions or banks may be necessary to conduct the City's business;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize Assistant Finance Director Jessica Riley to establish, maintain and control the City's bank accounts

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 2nd day of May, 2024, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Adolfo Gonzalez, Project Manager

DATE: May 2, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE UNIVERSITY CORPORATION AT MONTEREY BAY FOR A DONATION TO CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB) FOR THE ESTABLISHMENT OF THE CITY OF SEASIDE SCHOLARSHIP & INTERNSHIP FUND

RECOMMENDATION

Adopt a resolution approving the agreement with CSUMB for a student scholarship and internship fund.

BACKGROUND

CSUMB was founded in 1994 and opened its doors for classes on August 28, 1995. The founding vision of CSUMB was to create a comprehensive state university valuing service through high quality education. Distinctive in serving the diverse people of California, especially the working class and historically under-educated and low income populations. A collaborative, intellectual community distinguished by partnerships with existing institutions both public and private, cooperative agreements which enable students, faculty, and staff to cross institutional boundaries.

The City of Seaside Scholarship and Internship Fund supports student public service in local government and nonprofit organizations. Up to 18 Eligible students will participate in internships paid at minimum wage or greater with the city of Seaside or alternatively, local nonprofits located within the City of Seaside.

CSUMB's Financial Aid Office will manage the scholarship award application and selection process. The award eligibility criteria for selection require that students be

enrolled within the College of Arts, Humanities, and Social Sciences. To receive a scholarship, students are required to conduct an internship over the 2024/2025 and 2025/2026 academic years.

FISCAL IMPACT

The funding for the City of Seaside Scholarship and Internship fund is included in the City Manager's budget for this fiscal year, budget number 100-2010-1029, amount \$50,000.00

ATTACHMENTS

1. Resolution
 2. CSUMB Internship Agreement
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE UNIVERSITY CORPORATION AT MONTEREY BAY IN THE AMOUNT OF \$50,000.00 FOR THE ESTABLISHMENT OF THE CITY OF SEASIDE SCHOLARSHIP AND INTERNSHIP FUND

WHEREAS, CSUMB was founded in 1994 and opened its doors for classes on August 28, 1995. The founding Vision of CSUMB was to create a comprehensive state university valuing service through high quality education. Distinctive in serving the diverse people of California, especially the working class and historically undereducated and low income populations. ; and

WHEREAS, CSUMB is a collaborative, intellectual community distinguished by partnerships with existing institutions both public and private, cooperative agreements which enable students, faculty, and staff to cross institutional boundaries. ; and

WHEREAS, The City of Seaside Scholarship and Internship Fund supports student public service in local government and nonprofit organizations. Eligible students will participate in internships paid at minimum wage or greater with the city of Seaside or alternatively local nonprofits located in within the City of Seaside. ; and

WHEREAS, CSUMB's Financial Aid Office will manage the scholarship award application and selection process. The award eligibility criteria for selection requires that students be enrolled within the College of Arts, Humanities, and Social Sciences. To receive a scholarship students are required to conduct an internship over the 2024/2025 and 2025/2026 academic year. ; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to sign an agreement with the University Corporation at Monterey Bay in the amount of \$50,000.00 for the establishment of the City of Seaside Scholarship and Internship Fund.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 2 day of May, 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 Scholarship and Internship Program

The purpose of this agreement is to summarize the mutual understanding between **the City of Seaside** (Donor) and the **University Corporation at Monterey Bay** (Corporation) regarding the establishment of a gift (Fund) to California State University, Monterey Bay (CSUMB). This agreement is intended as a guide to those who will administer the fund in the future.

TERMS OF AGREEMENT

This agreement is being made on May X, 2024 between the City of Seaside, California (Donor) and the Corporation.

1. University Corporation at Monterey Bay Corporation represents that it is a qualified charitable organization and a 501(c)(3) public benefit corporation, Federal ID 77-0387459.

2. The donor intends to give a total of \$50,000 to the Corporation. Upon signing this agreement, the donor agrees to make gift payable and mail to:

University Corporation of California State University, Monterey Bay
CSUMB – University Advancement Services
Attn: Rick Paradis
100 Campus Center, AVC (Building 97)
Seaside, CA 93955

3. The purpose of this gift is to establish the City of Seaside Scholarship & Internship Fund. The donor desires to work with the Corporation to support student public service in local government and nonprofit organizations. In furtherance of this internship opportunity, the Donor is providing for the areas set forth below.

- a. **Scholarships**: \$14,000 of the gift will fund scholarships of \$700 per student for their enrollment in an internship course within the College of Arts, Humanities, and Social Sciences.
- b. **Internships**: As part of the course, eligible students will participate in internships paid at minimum wage or greater with the city of Seaside, CA or alternatively local nonprofits located in Seaside, CA as determined by the faculty member overseeing the course. It is anticipated that each eligible student will be available to work up to 100 hours during the term that they are enrolled in the internship course.
- c. **Timeline**: Students will conduct internship and course and receive corresponding scholarships over the 2024/2025 and 2025/2026 Academic Years for up to a total of 18 participants.

The donor will receive a report and a thank you letter from each scholarship/internship recipient within 60 days after the end of the applicable semester.

4. CSUMB's Financial Aid Office will manage the scholarship award application and selection process. The award eligibility criteria for selection will be:

- a. Status: Students enrolled in HCOM 398 Legal Studies Internship
- b. Students will be working as interns concurrently during the semester they are enrolled in HCOM 398 Legal Studies Internship
- c. Major: Any
- d. Class Level: Undergraduate or graduate
- e. Enrollment: At least half-time during Fall or Spring semesters (not applicable during summer semester) in HCOM 398 Legal Studies Internship
- f. Financial Need: Not applicable
- g. GPA: Not applicable
- h. Other: Not applicable

The processing of internship hiring and payment of wages will be administered by the University Corporation and payroll departments. The faculty member will coordinate with either the City of Seaside human resources department or appropriate non-profit department to execute any city-centric or nonprofit-centric documents that the placement organization may require.

Donor understands that the Fund will be administered in accordance with applicable administrative guidelines and procedures, and may be subject to investment and other fees supporting gift administration.

5. In order to honor the Donor/s for their support, Corporation, CSUMB, and the California State University have permission to publish the name of the Donor in various publications, press releases, and other communication methods.

6. The Corporation shall promptly prepare such reports, or any other information related to the the City of Seaside Scholarship and Internship Program or CSUMB's administration thereof, as the Donor may reasonably request.

7. The Corporation is committed to fulfilling the Donor's objectives reflected in this agreement. If future circumstances should change so that the purpose or procedure set forth herein conflict with state law or policies of the California State University and/or CSUMB, then the Corporation, with approval from the California State University Chancellor/CSUMB University President, may designate the use of the fund in a manner most closely aligned with the donor's original intent.

8. This agreement may be amended at any time by a written agreement signed by each party.

9. This agreement is executed in and shall be governed by the laws of the state of California.

IN WITNESS WHEREOF, this Agreement has been duly executive by the undersigned.

Donor:

<u>Nicholas Borgess</u>	_____	_____
Acting City Manager, City of Seaside California	Signature	Date

Corporation:

<u>Rick Paradis</u>	_____	_____
AVP, University Advancement	Signature	Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: City Council

FROM: Sheri L. Damon, City Attorney

DATE: May 2, 2024

**SUBJECT: NOTICE OF REJECTION OF CLAIM OF SEASIDE HIGHLANDS
HOMEOWNERS ASSOCIATION**

RECOMMENDATION

Take action to formally reject the claim and direct sending appropriate notice of rejection to claimant.

BACKGROUND

Rejection of Claim - Staff recommends that the City Council reject the following claim and direct sending the appropriate notice of rejection to the Claimant: Seaside Highland Homeowners Association, c/o Jason Reterrer, JRG Attorneys, 318 Cayuga Street, Salinas CA 93901

FISCAL IMPACT

None.

ATTACHMENTS

1. 3.20.24 Notice of Claim Against City - Seaside Highlands Owners_2
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to read "Sheri L. Damon".

Sheri L. Damon, City Attorney



NOTICE OF CLAIM
AGAINST THE CITY OF SEASIDE, CALIFORNIA
OR SEASIDE COUNTY SANITATION DISTRICT
(Government Code §910,910.2)



INSTRUCTIONS (Please read carefully): Claims related to injury to person or damage to personal property must be presented to the City or District within six (6) months from the date of loss. Claims related to any other loss must be presented not later than one (1) year from the date of loss. Answer all items fully and to the best of your knowledge and information. Failure to do so may result in your claim being found insufficient. If more space is needed to provide requested information, please attach additional pages identifying paragraph(s) being answered.

TO: City Clerk/District Clerk
City of Seaside, City Hall

440 Harcourt Ave.

Seaside, CA 93955

Claim Against
[City/District Use Only]

Date and Time Filed with the City Clerk/District Clerk
[City/District Use Only]

1. Claimant's Name: Seaside Highlands Owners' Association Date of Birth: _____

Daytime Phone: (831) 269-7127 Home Phone: ()

Jason S. Retterer

2. Claimant's Mailing Address: c/o JRG Attorneys at Law, 318 Cayuga St. Salinas, CA 93901

Street Number – Street – Apt. No. – City – State – Zip

3. Date of Loss: See Attached Letter Time of Loss: _____

4. Location of Loss (Specify in as much detail as possible. Example: 5 feet east of west corner of Elmira Road and Peabody):

See Attached Letter

5. Description of incident/accident which caused you to make this claim:

The City failed to adopt the findings required by the Mitigation Fee Act relating to
development impact fees that were deposited by the original developer of the Seaside
Highlands subdivision. See attached letter for additional information.

6. What specific injury, damages or other losses did you incur?

Due to the City's failure to adopt the findings referenced in Section 5 above, the
current owners of the parcels on which the City has imposed the fee are entitled to a
refund of the development impact fees that were deposited with the City.

7. What amount of money are you seeking to recover? (Check one of the boxes below):

☐ [] The amount claimed totals less than \$10,000. Enter Amount claimed here: \$_____

☐ [] The amount claimed is more than \$10,000 but not over \$25,000: jurisdiction rests in
Municipal Court.

☒ [X] The amount claimed is more than \$25,000; jurisdiction rests in Superior Court.

8. How was this amount calculated? (Itemize and attach bills, repair estimates, receipts, etc.; if claim is for vehicle damage, obtain and attach two (2) repair estimates):

The amount of fees is based on the developer's original deposit and interest that had
accrued since the deposit. See attached letter for further detail.

9. What is your basis for claiming that the City or District or City or District employee(s) are the cause of your injury, damages or loss?

See attached letter.

10. What are the name(s) of the City or District employee(s) whom you allege caused your injury, damages or loss, if known?

Seaside City Council

11. Name, address and phone number of any witness who can substantiate your claim:

None at this time. The claim is based on a review of public records provided by the City.

12. Any additional information that you believe might be helpful to the City or District in considering this claim:

See attached letter.

13. All notices and communications with regard to this claim will be directed to the Claimant shown in lines 1 and 2 above unless you complete the following to identify to whom further communication should be directed:

Name: Jason Retterer, JRG Attorneys Relationship: Attorney for Claimant

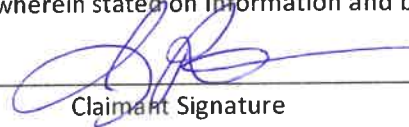
Address: 318 Cayuga St. Salinas State: CA Zip: 93901

Daytime Phone: (831) 269-7127 Home Phone: () same

I/We, the undersigned, declare under penalty of perjury that I/We have read the forgoing claim for damages and know the contents thereof, that the same is true of My/Our own knowledge and belief, save and except as to those matters wherein stated on information and belief, and as to them I/We believe to be true.

Jason Retterer obo Claimant

Claimant Printed Name



Claimant Signature

3/20/24

Date Signed

(Note: If someone files the claim on behalf of the claimant, the person making the claim on behalf of the claimant should sign above.)

Claimant Printed Name

Claimant Signature

Date Signed

WARNING: PRESENTATION FOR ALLOWANCE OR PAYMENT OF A FALSE OR FRADULENT CLAIM, WITH INTENT TO DEFRAUD, IS A CRIME PUNISHABLE AS A FELONY UNDER CALIFORNIA PENAL CODE, SECTION 72, AND INSURANCE CODE SECTION 1871.1.



318 Cayuga Street
Salinas, CA 93901
831.754.2444
JRGattorneys.com

March 20, 2024

Via Electronic Mail and U.S. Mail

Ms. Dominique Davis, City Clerk
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

PARTNERS

Aaron P. Johnson
Paul A. Rovella
Managing Partner
Jason S. Retterer
Robert E. Rosenthal
Jeff R. Gilles
Founding Partner
Stephan A. Barber
Peter D. Brazil

ATTORNEYS

Patrick S. M. Casey
S. Craig Cox
M. Allen Hopper
Cat Mineo
Karin E. Richards
Logan R. Walter
Jacob Yoneda

OF COUNSEL

David W. Balch
Natalie M. Lupo
Ren Nosky
Ronald A. Parravano

Re: Seaside Highlands Owners' Association Claim for Refund of Development Impact Fees

Dear Ms. Davis:

Our office represents the Seaside Highlands Owners' Association ("Association"). In 2002, when the City conditionally approved the Seaside Highlands subdivision, several conditions of approval required the developer and predecessor owner of Seaside Highlands subdivision to deposit development impact fees offset the subdivision's impact on various public services. The City assessed these impact fees pursuant to the Mitigation Fee Act (the "Act") (Government Code §66000 et. seq.). For the reasons set forth below and pursuant to Government Code section 66001(d)(2), the Association demands that the City refund \$268,306.62 plus \$164,021.01 in accrued interest on that money as of June 30, 2007, plus a portion of the \$195,915.69 in interest that had accrued between June 30, 2007 and June 30, 2008, and additional accrued and unaccounted for interest between June 30, 2008 to present to the current owners of the parcels on which the City has imposed the fee.

Pursuant to the California Public Records Act, the Association also requests the City's accounting records, including but not limited to any spreadsheets, ledger sheets, or other written records relating to the original \$588,300 payment that the developer paid pursuant to the Reimbursement Agreement (noted below) along with any fees that were collected by the City from other benefiting development projects (i.e., those expressly identified in the Reimbursement Agreement identified below) to reimburse the developer for the Reimbursable Payment that are due and payable by the City under the Agreement. To the extent any of the City collected any reimbursement payments from the benefitted development after the sale of the last lot within the subdivision, those payments should be remitted to resident members of the Association as successors in interest to the developer. According to Section

12 of the Reimbursement Agreement, “the Agreement shall be binding upon and inure to the benefit of successors and assigns to the parties thereto.”

A. Factual Background

This factual background relating to the City’s collection of impact fees for the Seaside Highlands subdivision is based on our review of the Council resolutions approving the Seaside Highlands subdivision and various documents that the City provided to the Association on August 12, 2022 in response to a Public Records Act request, dated August 1, 2022. According to the City’s response, the City was unable to produce any responsive records relating to the Association’s request for the City’s five-year findings. We understand that the first time the City ever adopted five-year findings relating to the impact fees collected for the Seaside Highlands development was December 1, 2022 after the Association raised the issue with the City. If the City has since located records suggesting otherwise, we renew our Public Records Act Request for them. If the City provides no further records on this point, we will rely on its implicit assurance that no such records exist and that such five-year reports were not prepared.

On January 24, 2002, the City approved the Hayes Housing Subdivision Project (aka Seaside Highlands). The City imposed the following conditions of approval that required the developer to pay a fair share cost of certain public facilities and staffing, to mitigate the project’s impact on public works, fire, and police services:

- Condition 11 (6% of the cost of expansion of public works yard and office facilities and acquiring additional equipment for the maintenance yard);
- Condition 21 (14% of the cost of a vactor truck);
- Condition 55 (fund and construct emergency access between Coe Ave. and Peralta Ave. and enter into Reimbursement Agreement with City to reimburse the developer for costs that exceed developer’s 8% fair share)
- Condition 56 (8% of the cost of emergency access at Military Ave. and Coe Ave.)
- Condition 57 (either fund and construct emergency fire access TBD and 8% of cost of a fire substation or design and construct a fire substation)
- Condition 58 (8% of the cost of the following fire apparatus or “equivalent”: “standard pumper engine” and “four-wheel drive pumper engine”)
- Condition 59 (8.6% of the cost of expanding Police Department headquarters office space and expanding wireless communication system)

- Condition 60 (either fund and construct emergency access TBD and pay 8.6% of the cost of a police substation or construct police substation at the site of new fire substation); and,
- Condition 61 (8.6% of the cost of police equipment and staffing, specifically four patrol cars, office equipment for seven officers, and background checks for seven officers)

On October 17, 2002, the City Council approved an amendment to Condition 56 to require the developer to make a \$588,300 cash payment in lieu of constructing emergency access between Coe Avenue and Military Avenue (“EVA In Lieu Payment”) to fund the future construction and equipping of new fire substations at Fort Ord. The Council also approved amendments to Conditions 57, 58 and 60 to address related issues as necessary to retain consistency with the amendment to Condition 56.

As required by the amended conditions, on July 18, 2003, the developer made an initial deposit of \$122,907.82 (“July 2003 Deposit”) to cover the developer’s fair share for the public works yard (\$54,511.18 – Cond. 11), the vactor truck (\$35,000 – Cond. 21), and police department expansion (\$33,396.64 — Cond. 59). The City deposited the developer’s fair share payments into “Impact Fees Fund 261” and assigned sub-accounts to each separate fair share payment.

On August 21, 2003, the developer and City entered into a Reimbursement Agreement to ensure that the developer would be reimbursed for constructing certain improvements to Monterey Road (“Gateway Improvements”), emergency access between Coe Ave. and Peralta Ave. (Cond. 55), and for EVA In Lieu Payment (Cond. 56) that exceeded the developer’s fair share (8%) of the total payment. The Reimbursement Agreement specifically identified other development projects that would be responsible for reimbursing the developer as those development projects were approved and implemented.

On September 23, 2003, the developer made a second deposit of \$842,755 to cover the developer’s obligation under Condition 56 and the Reimbursement Agreement (\$588,300 – Cond. 56) and its fair share payment for the fire substation (\$130,830 — Cond. 57), fire apparatus (\$87,084 – Cond. 58), police equipment and staffing (\$24,826 — Cond. 61), and a second fair share payment for the police department expansion (\$12,165 — Cond. 59).

To date, and based on our review of a recent accounting of the City of Seaside Impact Fees (Fund 261) (See **Exhibit A**), the City has yet to spend the developer’s fair share contribution for the public works yard (\$54,511.18), police equipment and staffing (\$24,826), or police department expansion (\$45,561.64), which total \$124,898.82. The City spent \$50,000 of the developer’s fair share contribution for the fire substation for “Fire Station #2 Studies” in FY

2007/2008, which leaves a balance of \$108,407.80 in that sub-account. The City further transferred \$35,000 earmarked for a vector truck out of the fund in 2021 without explanation of the purpose of the transfer. In addition, and as of June 30, 2007, \$164,021.01 in interest had accrued on these accounts. An additional \$195,915.69 in interest had accrued between June 30, 2007 and June 30, 2008 (some of which appears to have accumulated based on a comingling of funds collected from the Seaside Resort project). Because the City has not provided an accounting of transactions in Fund 261 between June 30, 2010 and June 30, 2021, it is unclear what additional interest had accrued during that 10-year period.

Regarding EVA In Lieu Payment, the City appears to have improperly spent \$1,750 of this deposit in 2005 on “Paralta Gate improvements,” which is not consistent with the purpose of the payment, leaving a balance of \$586,500. It is also unclear and unknown whether the City has collected any funds from the other benefitting development projects identified in the Reimbursement Agreement to reimburse the developer or its successors for the EVA In Lieu Payment, the Gateway Improvements, or the Perata EVA pursuant to the Reimbursement Agreement, or if so, the City’s accounting for Fund 261 does not reflect them.

B. The City Must Refund the Impact Fees to Current Property Owners Because it Failed to Timely Adopt Required Five-Year Findings Relating to those Fees or to Timely Spend Them

Under the Act, for the fifth fiscal year following the first deposit into an account or fund, and every five years thereafter, a local agency must make specified findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted. (Gov’t Code §66001(d)(1).) The findings must:

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements.
4. Designate the approximate dates on which the funding referred to in subparagraph (c) is expected to be deposited into the appropriate account or fund.

The five-year findings shall be made in connection with the required annual reporting relating to the collection of impact fees. In other words, these findings must be made within 180 days of the end of the fiscal year that requires the findings or by December 30. The City is also required to present this information at the next regularly scheduled public meeting no less than

15 days after making it available. The purpose of these statutes is to ensure that development impact fees are promptly spent to provide the infrastructure for which they were levied and that they do not sit idle in City accounts for years — as has happened here.

Accordingly, if the findings are not made as the Act requires, “the local agency shall refund the money in the account or fund” to the then current owners of the affected properties on a prorated basis plus accrued interest. (Gov’t Code §66001(d)(2) and (e); see also *Walker v. City of San Clemente* (2015) (“*Walker*”) 239 Cal.App.4th 1350 and *Hamilton & High, LLC v. City of Palo Alto* (“*Hamilton*”) (2023) 89 Cal.App.5th 528.) This statutory review and refund requirement prevents a local agency from collecting and holding a development fee for an extended time without a clear and demonstrable plan to use the fee for the purpose for which it was imposed.

Under the *Walker* and *Hamilton* decisions, a City may not continue to hold development fees for extended periods without making findings reflecting “a clear and demonstrable plan to use the fee for the purpose for which it is imposed.” The findings may not simply refer back to the purposes and uses of the fee and may not defer to a later identification of improvements to be financed, cost estimates, funding requirements or other proper expenditures specified in the Act.

As noted above, the developer deposited its fair share of development impact fees during the 2003/2004 FY — two decades ago. Accordingly, the City was required to adopt five-year findings within 180 days of the close of the 2008/2009 FY and again at the close of the 2013/2014 FY and 2018/2019 FY. It did not.

Accordingly, and based on the plain language of section 66001(d)(2), the City was required to refund and should have refunded to the developer or the successor owners in 2009 all of moneys then in Fund 261. However, the City continued and continues to unlawfully hold these funds despite the refund mandate of the Act. The City’s subsequent failure to adopt findings after the close of the 2013/2014 and 2018/2019 triggered further refund obligations. The City must immediately refund to the affected property owners the \$54,511.18 public works yard fee, the remaining \$108,407.80 fire substation fee, the \$24,826 police equipment and staffing fee, and the \$45,561.64 police department expansion fee. The City must also refund the vactor truck fee of \$35,000, which appears to have been improperly transferred out of the impact fee fund sometime between June 30, 2010 and June 30, 2021.

In addition, the City must refund the accrued interest on these fees. As noted in **Exhibit A**, \$359,936.70 in interest accrued from the time of deposit through 2008/2009 when the City improperly transferred all this interest out of this account. The City violated the Act when it transferred \$359,936.70 in interest that had accrued from the developer’s deposits since 2003 out of Fund 261 and into the General Fund during the 2008/2009 Fiscal Year. That interest should have remained in Fund 261 and could only be spent consistently with the original purposes of the

Ms. Dominique Davis, City Clerk
March 20, 2024
Page 6 of 7

fee. That transfer violated the anti-commingling provisions of the Act because, once the City transferred the interest to the General Fund account, the City would have the discretion to spend those funds for purposes unrelated to the infrastructure for which it imposed the fee. Accordingly, the Association demands payment of this accrued interest payment that was transferred out of the fund in 2008/2009, in addition to accrued interest between 2008/2009 to present, which would be substantial and in an amount that would need to be determined.

We recognize that the City Council attempted to make findings in compliance with the requirements of the Act on December 1, 2022. As Mr. Fontes correctly noted in his staff report to the Council, “while the City collected some such impact fees as early as 2003, there is no evidence that reports have been prepared and published or findings made in the recent past.” However, the Council’s belated adoption of findings, which occurred approximately 20 years after the City collected impact fees from the Seaside Highlands, does not remedy the City’s prior failure to adopt timely findings or affect the City’s duty to refund impact fees. (See *Hamilton*, *supra*, 89 Cal.App.5th at pp. 564 – 566)

Moreover, the Council’s abbreviated findings do not comply with the Act. The most glaring deficiency with the findings is that the findings only address the need for a new fire station or “Fire Station 2.” However, and as noted above, the City collected impact fees from the developer of Seaside Highlands to fund public services and facilities that are unrelated to the construction of a fire station, including fire apparatus, the expansion of a public works yard, police department office space and expanding wireless communication systems, a police substation, police patrol cars and officer equipment. The 2022 Findings make no findings relating to the funding and ongoing need for those facilities and equipment.

Accordingly, on behalf of the Association, we demand that the City refund to the current property owners the amounts specified in paragraph one of this letter, plus a reasonable annual rate of interest on the balance of Seaside Highland’s portion of impact fund as of June 30, 2008 to present. That being said, the Association is willing to consider any accounting or financial data that the City might have that refines this analysis of the current balance or expenditures of the original 2003 impact fee deposits. This analysis is based solely on the financial records that the City disclosed to the Association in response to its prior Public Records Act request.

In addition, and pursuant to the California Public Records Act, the Association requests any records the City has regarding any amounts collected or owed the Association pursuant to the terms of the Reimbursement Agreement.

Finally, to the extent that there are administrative remedies that the Association must exhaust relating to this refund request, please let me know. Based on my review of the City’s municipal code, I did not see any provisions that require the Association to present their refund request to the City Council or any other decision-making bodies of the City.

Ms. Dominique Davis, City Clerk
March 20, 2024
Page 7 of 7

Please call me at (831) 269-7127 or email me at jason@jrgattorneys.com regarding any questions or comments relating to this demand. If not, please let me know when the City expects to process this request and refund the amounts owed to the resident members of the Association. Alternatively, if the City's position is that the Act does not require the City to refund these fees, please let me know the legal basis for that conclusion so the Association can evaluate the City's position before pursuing other legal remedies. Thank you.

Sincerely,



Jason S. Retterer

cc: Mr. Jaime M. Fontes, City Manager
Ms. Sheri Damon, Esq. City Attorney

EXHIBIT A

**CITY OF SEASIDE
IMPACT FEES
FUND 261**

<u>Transaction</u>	<u>Totals</u>	<u>261-3740 Public Works Yard</u>	<u>261-3741 Vactor Truck</u>	<u>261-3742 Military Ave & Coe Ave Access</u>	<u>261-3745 Fire Substation</u>	<u>261-3746 Fire Apparatus</u>	<u>261-3748 Police Equipmnt & Staffing</u>	<u>261-3749 Police Dept Expansion</u>	<u>261-3750 Neighborhood and Community Parkland</u>	<u>261-3753 Emergency Vehicle Access (EVA)</u>	<u>261-3754 Gateway Improvements</u>	<u>261-3401 Interest Earnings</u>
Deposit 7/18/03, receipt # 29674 (Seaside Highlands)	\$ 122,907.82	\$ 54,511.18	\$ 35,000.00					\$ 33,396.64				
Deposit 9/23/03, receipt #33446 (Seaside Highlands)	\$ 842,755.00			\$ 588,300.00	\$ 130,380.00	\$ 87,084.00	\$ 24,826.00	\$ 12,165.00				
Transfer 3/5/04, journal #1466, equipment for wildland fire engine	\$ (15,590.00)					\$ (15,590.00)						
Transfer 4/20/04, journal #1588, fire station upgrade for wildland fire engine	\$ (6,500.00)					\$ (6,500.00)						
Interest income	\$ 18,200.73											\$ 18,200.73
Balance June 30, 2004	\$ 961,773.55	\$ 54,511.18	\$ 35,000.00	\$ 588,300.00	\$ 130,380.00	\$ 64,994.00	\$ 24,826.00	\$ 45,561.64				\$ 18,200.73
Transfer 4/12/05, journal #2244, Parlata Gate improvements	\$ (1,750.00)			\$ (1,750.00)								
Interest income	\$ 16,808.11											\$ 16,808.11
Balance June 30, 2005	\$ 976,831.66	\$ 54,511.18	\$ 35,000.00	\$ 586,550.00	\$ 130,380.00	\$ 64,994.00	\$ 24,826.00	\$ 45,561.64				\$ 35,008.84
Transfer 6/30/06, journal #2909, Chevy Tahoe purchase, Fire	\$ (50,000.00)					\$ (50,000.00)						
Interest income	\$ 23,211.82											\$ 23,211.82
Balance June 30, 2006	\$ 950,043.48	\$ 54,511.18	\$ 35,000.00	\$ 586,550.00	\$ 130,380.00	\$ 14,994.00	\$ 24,826.00	\$ 45,561.64	\$ -	\$ -	\$ -	\$ 58,220.66
Interest income	\$ 105,800.35											\$ 105,800.35
Funding for additional new fire engine 3/15/07, journal # 3124	\$ (30,000.00)					\$ (30,000.00)						
Funds loaned from the General Fund	\$ 300,000.00					\$ 300,000.00						
Balance June 30, 2007	\$ 1,325,843.83	\$ 54,511.18	\$ 35,000.00	\$ 586,550.00	\$ 130,380.00	\$ 284,994.00	\$ 24,826.00	\$ 45,561.64	\$ -	\$ -	\$ -	\$ 164,021.01
Deposit 8/22/07, receipt # (Seaside Resort - Phase 1)	\$ 172,793.40				\$ 28,027.80		\$ 5,698.20		\$ 91,440.00	\$ 6,969.90	\$ 40,657.50	
Fire Station #2 Studies	\$ (50,000.00)				\$ (50,000.00)							
Interest income	\$ 195,915.69											\$ 195,915.69
Balance June 30, 2008	\$ 1,644,552.92	\$ 54,511.18	\$ 35,000.00	\$ 586,550.00	\$ 108,407.80	\$ 284,994.00	\$ 30,524.20	\$ 45,561.64	\$ 91,440.00	\$ 6,969.90	\$ 40,657.50	\$ 359,936.70
Funds loaned to Capital Outlay	\$ (300,000.00)					\$ (300,000.00)						
Interest transferred to General Fund												\$ (359,936.70)
Balance June 30, 2009	\$ 984,616.22	\$ 54,511.18	\$ 35,000.00	\$ 586,550.00	\$ 108,407.80	\$ (15,006.00)	\$ 30,524.20	\$ 45,561.64	\$ 91,440.00	\$ 6,969.90	\$ 40,657.50	\$ -
Balance June 30, 2010	\$ 984,616.22	\$ 54,511.18	\$ 35,000.00	\$ 586,550.00	\$ 108,407.80	\$ (15,006.00)	\$ 30,524.20	\$ 45,561.64	\$ 91,440.00	\$ 6,969.90	\$ 40,657.50	\$ -
Interest income	\$ 28,444.67											\$ 28,444.67
Transfer out	\$ (335,000.00)		\$ (35,000.00)			\$ (300,000.00)						
Balance June 30, 2021	\$ 678,060.89	\$ 54,511.18	\$ -	\$ 586,550.00	\$ 108,407.80	\$ (315,006.00)	\$ 30,524.20	\$ 45,561.64	\$ 91,440.00	\$ 6,969.90	\$ 40,657.50	\$ 28,444.67
Interest income	\$ -											
Balance June 30, 2021	\$ 678,060.89	\$ 54,511.18	\$ -	\$ 586,550.00	\$ 108,407.80	\$ (315,006.00)	\$ 30,524.20	\$ 45,561.64	\$ 91,440.00	\$ 6,969.90	\$ 40,657.50	\$ 28,444.67



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: May 2, 2024

**SUBJECT: CONSIDER PLACING A QUESTION ON NOVEMBER 5, 2024,
BALLOT REGARDING THE TERM LENGTH OF THE POSITION OF
MAYOR TO 4 YEARS EFFECTIVE FOR THE 2026 GENERAL
ELECTION**

RECOMMENDATION

Consider the draft question and approve placing the question on the November 5, 2024, general election ballot.

BACKGROUND

At the April 4 City Council meeting, during public comment, it was requested that the City Council consider a ballot question to pose to the voters regarding changing the position of Mayor's term to 4 years, instead of 2 years.

At its April 18 meeting, in response to Mayor Pro-Tem/Vice-Chair Pacheco's request, the City Council agreed to add the item to the agenda. Based on directions given, the Elections Official was tasked with presenting proposed ballot question measures for the November 5, 2024, general election.

In California, the city council can submit the question of whether the mayor should serve a two-year or four-year term to the electors at a general municipal election or a special election. In accordance with the Government Code 34900, at any general municipal election, or at a special election held for that purpose, the city council may submit to the electors whether electors shall thereafter elect a mayor and four city council members, and whether the mayor shall serve a two-year or four-year term.

In accordance with Government Code 34901, the question that shall be printed on the

ballots as it relates to the term of office of mayor, must appear in the following form: "Shall the term of office of mayor be four years?" The words "Yes" and "No" and "two years" and "four years" shall be so printed on the ballots that the voters may express their choice. The term of office of mayor shall be determined by a majority vote.

In accordance with Government Section 34902, if a majority of the votes cast on the proposition is for it then the term length would go into effect at the next succeeding general municipal election. For the mayoral seat in Seaside, the mayoral candidates would be running for a 4-year term in 2026.

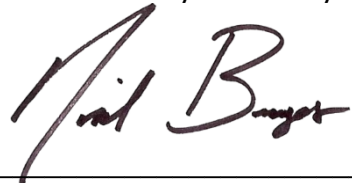
FISCAL IMPACT

None.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

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Nicholas Borges, Acting City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: May 2, 2024

**SUBJECT: APPROVE THE PLACEMENT OF A SINGLE-SIDED ELECTRONIC
MESSAGE CENTER ON HILBY AVE IN FRONT OF OLDEMEYER
CENTER FACING WEST FOR EASTBOUND TRAFFIC**

RECOMMENDATION

Approve the placement of a single-sided electronic message center on Hilby Ave in front of Oldemeyer Center facing west for eastbound traffic.

BACKGROUND

On April 4, 2024, City Council approved the reallocation of \$80,000 in excess funding from collected Transient Occupancy Tax funds generated by short-term rentals. The excess funding came from the Wheeler Tennis Court rehabilitation project costing well below the original \$80,000 construction estimate and the Neighborhood Improvement Committee opting to delay the purchase of the light pole banners on Fremont which was previously allocated \$25,000.

At the April 4, 2024 meeting, City Council approved allocating \$15,000 of the Transient Occupancy Tax funds for a digital sign or kiosk in the City. Council members discussed several sign and kiosk options and locations and requested that staff return with options. The staff conducted additional research into possibilities considering the \$15,000 allocated and found a single-sided electronic message center could be done within the budget and that the Recreation Department was interested in one located on the grass area off Hilby Avenue in front of the Oldemeyer Center (Attachment 1).

A kiosk costs well over \$25,000 for the kiosk alone and additional costs include installation, electrical connection, on-going maintenance, software, and Wi-Fi. There

would also be site preparation costs in order to ensure it is ADA accessible. Additional research should be conducted on the noise pollution, the desired outcome (e.g. residents to access City website, wayfinding, etc.) and which department would oversee the management of the outdoor kiosk. At this time, staff do not recommend this option.

A scrolling text sign (Attachment 2) could cost in the \$5,000-\$7,000 range. Staff considered locating such a sign at the Oldemeyer Center or City Hall. However, it was determined that the placement of this type of sign on the building would place it quite far from the street and its impact on sharing information would be limited.

A single-sided electronic message center (Attachment 2) is feasible within the \$15,000 budget for both the sign and installation. Additional costs would include electrical connection and shipping costs. Staff plan to utilize the \$10,000 of Transient Occupancy Tax funds allocated at the April 4th, 2024 meeting for project contingencies to cover the additional costs. The single-sided sign would be placed on the grassy area of Hilby Ave in front of Oldemeyer Center facing west for the eastbound traffic and managed by the Recreation Department. The sign would not include the additional cabinet box on top with Oldemeyer Center name, since it will be located within 40 feet of the Oldemeyer Center wall sign. Staff did consider placing the sign on top of the wall. However, the current landscaping on the wall would have to be removed, and it could increase the cost to integrate the aesthetics of an electronic message center into the wall sign.

A double-sided electronic message center (Attachment 2) costs in the \$30,000 range for the sign and installation. The additional costs of the electrical connection and shipping would be an additional \$10,000. The double-sided sign would be placed on the grassy area off Hilby Ave in front of Oldemeyer Center facing west and east for the west and eastbound traffic and managed by the Recreation Department. This was the option the Recreation Director selected as the sign would be both east and west facing and would be seen by all traffic along Hilby Avenue. This option would require not only the \$10,000 contingency funds but an additional \$15,000 which could be allocated from funds remaining in the 344-8910-9553 account (Del Monte Blvd Improvements).

Staff recommend City Council approve the placement of a single-sided electronic message center on Hilby Ave in front of Oldemeyer Center facing west for eastbound traffic.

FISCAL IMPACT

There is no fiscal impact with proceeding with a single-sided electronic message center on Hilby Ave in front of Oldemeyer Center facing west for eastbound traffic since the cost was already budgeted and approved to be spent from collected Transient Occupancy Tax funds generated by short-term rentals.

ATTACHMENTS

1. Attachments 1 - Location
 2. Attachments 2 - Sign Options
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

Attachment 1 – Project Location

Front lawn of Oldemeyer off Hilby Ave



Attachment 2 – Digital Sign Options

Scrolling Text Sign



Example



Potential location at Oldemeyer Center

Electronic Message Center



Example of a single-sided EMC. Double-sided option would be similar with a screen on both sides.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nick Borges, Police Chief

DATE: May 2, 2024

**SUBJECT: ANNUAL REPORT OF THE ORDINANCE REGARDING THE
POLICE DEPARTMENT'S ACQUISITION AND USE OF MILITARY
EQUIPMENT IN ACCORDANCE WITH STATE LAW (AB 481); AND
APPROVE THE MILITARY USE POLICY**

RECOMMENDATION

Receive the annual report and approve the use of the existing equipment.

BACKGROUND

On September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law. Subsequently, California Government Code Sections 7070, 7071, and 7072 were adopted to codify the requirements set forth in AB 481.

The text of AB 481 and the above-mentioned California Government Codes are attached to this Staff Report for reference. AB 481 requires a law enforcement agency to obtain the approval of its governing body, through the adoption of a Military Equipment Use Policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

The governing body for the City of Seaside is the City Council. On April 21, 2022, the City Council approved the ordinance. The bill allows the City Council to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. AB 481 requires the City Council to annually review the ordinance and to either disapprove a renewal of the authorization for a type of military equipment or amend the military equipment use policy if it determines, based on an Annual Military Equipment report.

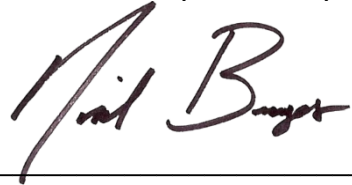
FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. AB 481
 2. AB 481 Military Equipment
 3. Ord 2014 AB 481
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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Military Equipment

710.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

710.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council of The City of Seaside.

Military equipment – Includes but is not limited to the following:

- **Unmanned, remotely piloted, powered aerial or ground vehicles.**
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- **Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.**
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- **Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.**
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- **Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.**
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- **Kinetic energy weapons and munitions.**
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

The above items in bold are the current recognized specialized "military equipment" purchased and used by the Seaside Police Department.

Seaside Police Department

Policy Manual

Military Equipment

710.2 POLICY

It is the policy of the Seaside Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is also the policy of the Seaside Police Department that there are legally enforceable safeguards, including transparency, oversight and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

The acquisitions of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

710.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Seaside Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

710.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

Military Equipment

[See attachment: SSPD AB 481 List.pdf](#)

[See attachment: MPRSRU AB 481.pdf](#)

[See attachment: MPRSRU 2 AB 481.pdf](#)

[See attachment: MPRSRU 3 AB 481.pdf](#)

[See attachment: MPRSRU 4 AB 481.pdf](#)

[See attachment: MPRSRU 5 AB 481.pdf](#)

[See attachment: MPRSRU 6 AB 481.pdf](#)

710.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

710.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by other jurisdictions providing aid to Seaside PD shall comply with their respective military equipment use policies. Seaside PD is a participating member of the

Seaside Police Department

Policy Manual

Military Equipment

Monterey Peninsula Regional Special Response Unit (MPRSRU) in collaboration with other law enforcement agencies on the Monterey Peninsula. MPRSRU provides capabilities to address specific law enforcement issues, such as active shooter incidents, hostage situations, barricaded subject incidents, etc. Seaside PD also collaborates and works with the Monterey County Sheriff's Department and other local, state and federal law enforcement agencies that may provide aid to Seaside PD. Military equipment owned by other jurisdictions that may be used by MPRSRU inside the City of Seaside's jurisdiction is listed in the above attachments of the Military Equipment Inventory. Seaside PD is authorized to use that military equipment in connection with MPRSRU activities/responses.

710.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

710.8 COMMUNITY ENGAGEMENT

The Police Department will hold two public meetings for transparency and public engagement.

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least two well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Within 60 days of submitting and publicly releasing the annual report, the Department shall schedule a meeting with the Community Safety Advisory Committee (CSAC), at which the Police Department should discuss the report and respond to questions regarding the funding, acquisition, or use of military equipment.

A complaint, concern or question related to Military Equipment utilization by the Seaside Police Department can be made through any of the below listed methods:

Email: mdoza@ci.seaside.ca.us

Web: <http://www.ci.seaside.ca.us/Faq.aspx?QID=172>

By phone: (831) 899-6748

By mail: Seaside Police Department; Attn: Military Equipment Use Coordinator; 440 Harcourt Ave Seaside, CA 93955

Attachments

SSPD AB 481 List.pdf

Unmanned, Remotely Piloted, Powered Aerial or Ground Vehicles California Government Code § 7070(c)(1)	
Type	Unmanned Aerial Vehicle
Description	Remotely piloted, unmanned aerial vehicle.
Quantity	1
Expended Lifespan	5 years
Manufacturer Description	The Mavic Pro Platinum features a sleek design and compact body that is both powerful and alluring. A new and improved 30-minute flight time coupled with 60% noise power reduction makes the Mavic Pro Platinum DJI's best portable drone yet.
Purpose and Authorized Uses	Vehicles are capable of being remotely piloted to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA
Required Training	Initial 4 hours of pilot training, plus 48 hours of training per year.
Compliance Mechanisms	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt M4 rifle.
Quantity	30
Expended Lifespan	10 years
Manufacturer Description	The Colt M4 Carbine is a Gas Operated Semi-Auto rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt M4 Carbine enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	Sworn members utilizing the Colt M4 Carbine are trained in their use by CA POST certified firearms instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt AR-15 A3 rifle.
Quantity	3
Expended Lifespan	10 years
Manufacturer Description	The Colt AR-15 A3 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt AR-15 A3 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Stag Arms STAG-15
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The Stag Arms STAG-15 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Stag Arms STAG-15 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$0.00
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Ammunition for AR-15/M4 rifles.
Description	SpeerLE Law Enforcement Gold Dot
Quantity	15,600
Expended Lifespan	1 years
Manufacturer Description	Speer® Gold Dot® ammunition's reliability has made it the No. 1 choice for law enforcement, and we offer the same performance for self-defense rifle applications. Gold Dot rifle is engineered to provide industry-leading performance in FBI protocol testing through barrels less than 16 inches long. Its bullets are built using Speer's exclusive Uni-Cor® method. The jacket is bonded to the core one atom at a time, virtually eliminating core-jacket separation and creating a projectile that's accurate, tough and consistent through all common barriers.
Purpose and Authorized Uses	To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application.
Fiscal Impact	\$292.00 per case.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Shotgun
Description	Remington 870 Less Lethal Shotgun with orange stock and fore-end.
Quantity	4
Expended Lifespan	25 years
Manufacturer Description	The Remington Model 870 Pump Shotgun is a reliable 12-gauge with double-action bars for smooth pump operation. A steellined/grooved fore-end provides a stronger grip, while the Flexitab feeding system provides positive and easier cycling. A less-lethal application shotgun is available with the addition of a blaze orange synthetic SpeedFeed stock and fore-end for the instant recognition required.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$950 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1202 12 gauge fin stabilized kinetic energy projectile.
Quantity	21
Expended Lifespan	5 years
Manufacturer Description	The ALS1202 is a 12 ga. rubber finned projectile that is designed to be direct fired, producing blunt trauma and pain compliance.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1212 12 gauge stabilized kinetic energy projectile.
Quantity	20
Expended Lifespan	5 years
Manufacturer Description	The ALS1212T is a 12ga stabilized bean bag munition that is designed to produce blunt trauma and pain compliance. The bean bag is designed for exceptional flight ballistic stability to provide accuracy from smooth bore shotguns.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Launcher
Description	FN303 Less Lethal Launcher
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The FN 303® Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303® Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$1,699.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 Clear Impact Projectile
Quantity	900
Expended Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$314.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 OC Powder Projectile
Quantity	450
Expendable Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$511.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

MPRSRU AB 481.pdf

SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	
Govt Code §7070(c):	(1) Unmanned, remotely piloted, powered aerial or ground vehicles
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Unmanned, remotely piloted, powered arial and ground vehicles
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team and Sheriff's Bomb Squad)
Capabilities:	Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Expected lifespan:	5 years
Manufacturer's description:	Remotely operated land vehicles to support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection. Examples include, but are not limited to rovers, scout vehicles, and surveillance platforms. Unmanned Aircraft System (UAS) comprises an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. The system generally includes a fixed or rotary-wing (tethered or non-thethered) aircraft and a ground control station.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	To enhance the safety of potentially dangerous situations by providing first responders with the ability to monitor video feed from vehicle cameras of hazardous areas prior to, or in lieu of, sending in personnel. Remotely piloted ground vehicles may be used to investigate and mitigate potential explosive devices. UAS/Drone/Arial platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surviellance.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws. Any use of UAS/Drone platforms will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSRU SWAT Team provides internal training for staff members prior to allowing them to operate the ground vehicle equipment. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete training required by FAA COA.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). The Monterey County Sheriff's Office also provides the regional explosive mitigation team "bomb squad." This equipment is owned and operated by MPRSRU SWAT and the Monterey County Sheriff's Department. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT or the Monterey County Sheriff's Department if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	MPRSRU Rescue Vehicle (Lenco Bearcat Armored Vehicle)
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	Capable of transporting personnel and equipment while providing them with armored protection. Also has a breaching apparatus that can be attached.
Expected lifespan:	10 years
Manufacturer's description:	The Lenco BearCat is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat part of their standard operating procedure. The Bearcat has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The SRU Rescue Vehicle (Lenco Bearcat Armored Vehicle) is intended for use during critical incidents including, but not limited to: (a) Hostage situations; (b) Barricaded subject incidents; (c) Active shooter situations; (d) High risk arrest and search warrants; (e) Any threat of explosive devices; (f) Other situations where ballistic protection is necessary for the protection of personnel. The SRU Rescue Vehicle will not be deployed for situations such as peaceful protests or demonstrations where violence is not threatened toward the public, property or law enforcement personnel. When deploying the vehicle one must consider how its use or misuse could create fear or distrust in the community and take steps to mitigate those negative effects. The SRU Rescue vehicle may be deployed for exhibition at community based events for the purpose of educating and familiarizing the public with its use and purpose.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	The SRU Rescue Vehicle is driven by approved personnel who have received training in the vehicle's operation. The training includes both classroom and practical driving exercises. Operators also receive scenario based training to include the decision making process as to how it should and should not be deployed. Scenario based training includes constitutional and community policing principles as it relates to SRU Rescue Vehicle deployment. All MPRSRU members are required to complete an initial POST Certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Marina Police Department and utilized by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits. Although rare, it may also be used in Seaside at community events for educational and familiarization purposes.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	(5) Command and control vehicles that are either built or modified to facilitate the operational
Govt Code §7070(c):	control and direction of public safety units
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Workhorse commercial van
Quantity (existing/sought):	1 (owned by SSPD and used exclusively for MPRSRU SWAT Team)
Capabilities:	Vehicles modified to facilitate the control and direction of public safety units.
Expected lifespan:	Unknown
Manufacturer's description:	Unavailable
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	Workspace for commanding/supervising personnel during critical incidents. Also utilized for community outreach events such as National Night Out, Public Safety Outreach, etc.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$60,000
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSU SWAT Team provides internal training for staff members prior to allowing them to operate these vehicles. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT. This equipment could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Remington 870 Breaching Shotgun
Quantity (existing/sought):	1 (owned by SSPD and used for MPRSRU SWAT Team)
Capabilities:	Remington 870 12 gauge shotgun modified with pistol grip and barrel standoff designed for breaching doors or other points of entry.
Expected lifespan:	Unknown
Manufacturer's description:	The Remington Shotgun is milled from a single block of steel. The stock and fore grip are comprised of fiberglass-reinforced polymer with a rubber over-molding. This shotgun is a U.S.-made pump-action shotgun. The magazine tube holds 6 less-lethal rounds.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	A breaching shotgun can be deployed any time tactical operators determine that it is necessary to complete a lawful breaching, and other breaching methods are determined to be ineffective. Shotgun breaching generally needs to be supported by exigent circumstances necessitating immediate access for public safety.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$2,500
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPDCOLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	37mm Less Lethal Launcher and Oleoresin Capsicum "OC" munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 37mm Less Lethal Launcher is capable of firing barricade penetrating "OC" rounds which disperse .02 ounces of OC powder into a defined space. These munitions are designed to dislodge barricaded subjects from confined areas.
Expected lifespan:	15 years
Manufacturer's description:	The Federal 37 mm Less Lethal Launcher. Is a single-shot break-open platform designed to fire 37mm less lethal oleoresin capsicum munitions.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 37mm Less Lethal Launchers and "OC" Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	MPD Policies - 404 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is owned and operated by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

MPRSRU 6 AB 481.pdf

SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40mm Multi-Shot launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers. The 40mm launcher is available in both pump-action advance and single shot versions
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Sand City Police Department for use by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

ORDINANCE 2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH AB 481 LAW ENFORCEMENT AND STATE AGENCIES: MILITARY EQUIPMENT: FUNDING, ACQUISITION, AND USE

WHEREAS, On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations; and

WHEREAS, the proposed military equipment use policy, attached, is found within Seaside Police Department; and

WHEREAS, the Seaside Police Department Policy 710 meets the requirements of California Government Code section 7070, subdivision (d).

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

SECTION 1. FINDINGS.

Based on the entirety of the record as described above, the City of Seaside City Council for the hereby makes the following findings:

1. The military equipment identified in Seaside Police Policy 710 is necessary

because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

2. Seaside Police Department Policy 710 will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The military equipment identified in Seaside Police Department Policy 710 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 2. CEQA.

The City Council hereby finds the draft ordinance does not involve the approval of a project because the ordinance and its implementation do not result in a direct or indirect physical change in the environment or in a reasonably foreseeable indirect physical change in the environment. It is therefore exempt from the California Environmental Quality Act (CEQA) review. (Pub. Resources Code §21065; CEQA Guidelines §§15357, 15377, 15378).

SECTION 3. SEVERABILITY.

If any provision of this chapter, or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this chapter, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this chapter are severable.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days following the date of its final passage and adoption at a duly notice public hearing for the second reading of the proposed text repeal and text amendments.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this

Ordinance in accordance with Section 36933 of the Government Code of the State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the 7th day of April 2022, and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held the 21st day of April 2022, by the following vote:

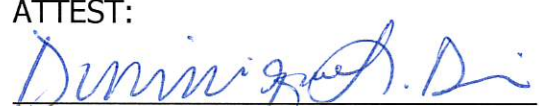
AYES:	4	COUNCIL MEMBERS	Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	1	COUNCIL MEMBERS	Campbell
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



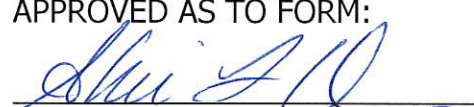
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: May 2, 2024

**SUBJECT: CONSIDER THE DRAFT REMOTE MEETING PARTICIPATION
POLICY FOR THE USE OF ZOOM FOR PUBLIC COMMENTS**

RECOMMENDATION

Consider the draft policy and provide direction to staff to implement any changes or edits, and a resolution for adoption at the next regular meeting.

BACKGROUND

The City Council recognizes the importance of public engagement in local government. This draft policy responds to the request of the City Council for the establishment of a policy to accompany the return of allowing public comment via zoom. The policy aims to ensure public access is available virtually to the City Council meetings, and the public meetings of its Boards, Commissions and Committees and is a commitment to addressing and preventing hate speech and other disruptive behaviors.

Restoring the ability to make public comment through zoom, has the benefit of increased accessibility for those who cannot attend meetings in person due to distance, disability, or scheduling conflicts; encourages broader public participation in local government; and provides a convenient alternative for public comment.

The remote option complements the existing in-person attendance and public comment process.

Should the City Council approve this policy, staff will return with any edits recommended, and a resolution for the Council to adopt.

Policy Overview

Access: Meeting links and access codes will be included in the public meeting agenda at least 72 hours prior to regular meetings and 24 hours before special meetings. Participants can join via computer, tablet, or phone.

Testing: The City encourages participants to test their Zoom connection beforehand, but technical assistance won't be available during meetings.

Public Comment Procedures: Participants will be muted upon joining. During designated comment periods, the City Clerk will un-mute speakers in the order they joined the queue. Each speaker will have 3 minutes (or a designated time) to comment. The Mayor and City Clerk can mute or remove disruptive participants.

Comment Guidelines: Comments must be respectful, relevant to the agenda item, and avoid personal attacks, threats, or hateful speech. The City reserves the right to enforce these guidelines using a "Stop/Mute-Warn-Second Chance-Eject" process aligned with SB1100 amendments to the Brown Act.

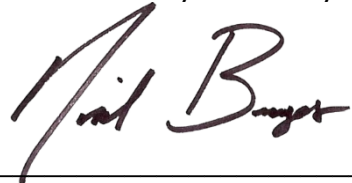
FISCAL IMPACT

None.

ATTACHMENTS

1. DRAFT Zoom Remote Participation Policy

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager



SEASIDE CALIFORNIA

POLICY GOVERNING REMOTE MEETING PARTICIPATION POLICY FOR PUBLIC COMMENT VIA VIDEO TELECONFERENCING TECHNOLOGY

The Seaside City Council recognizes the importance of public participation in the local government process. This policy outlines the procedures for providing public comment remotely via video teleconferencing technology during public meetings.

PRINCIPLES OF USE

The City Council, and its Boards, Commissions and Committees holds its public meetings in person, with a virtual option through video conferencing technology (currently Zoom).

Zoom tele-conferencing technology can be utilized for virtual public participation; however, it's important to note that the City of Seaside makes no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.

The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

Within this policy also includes a code of conduct for meetings that encourages participants to be considerate, respectful, and collaborative.

CONDITIONS OF USE/MEETING ACCESS

The Zoom meeting link and any access codes will be included in the public meeting agenda posted on the City's website at least 72 hours prior to a regular meeting, and/or 24 hours prior to a special meeting. Participants may join the meeting via computer, tablet, or phone. The City encourages participants to test their Zoom connection prior to the meeting.

Testing and technical assistance is not available for virtual meeting participants.

PUBLIC COMMENT PROCEDURES

- Participants will be muted upon joining the meeting.
- During the designated public comment period for each agenda item, the Mayor (or Chair or designee) will unmute participants wishing to speak in the order they joined the queue.
- Participants will be called upon by name or username.

- Each speaker will be allotted three (3:00) minutes to deliver their comment, or for a time determined by the Mayor (or Chair or designee).
- The Mayor, and City Clerk (or Chair or designee) will have the authority to mute or remove participants who violate these procedures or disrupt the meeting.

COMMENT GUIDELINES

- Comments should be respectful and relevant to the agenda item being discussed.
- Personal attacks on any individual will not be tolerated.
- Threats, including threats of violence, shall not be tolerated.
- Derogatory racial, sexual, ethnic, and similar slurs shall not be tolerated.
- No person attending a public meeting shall engage in disorderly or boisterous conduct, including, but not limited to applause, whistling, stamping of feet, booing, or other loud noises.
- If a sign, placard, banner, and/or other similar item disturbs, disrupts, or otherwise impedes the orderly conduct of a City Council, or its Board, Commission or Committee meeting, it shall not be permitted.
- Comments exceeding the time limit may be cut short.
- If any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech, the City Council, and its Boards, Commissions and Committees will employ the "Stop/Mute-Warn-Second Chance-Eject" process.
 - Implementing the process would be in accordance with the SB1100 amendments to the Brown Act. These were based upon research about the City Council meeting being a "designated public forum" (i.e. designated for speech only on matters within the subject-matter jurisdiction of the City), which allows reasonable time, place and manner regulations set to achieve a significant public purpose and a review of other agencies "public decorum rules and regulations". Potential Rules for Public Comment (Zoom and In-Person)

"STOP/MUTE-WARN-SECOND CHANCE-EJECT" PROCESS

1. Stop/mute participant
2. Warn [must be specific what's disruptive/not allowed]
3. Second chance – participant is provided another opportunity to conduct themselves appropriately
4. Eject/remove from meeting if disruption continues

ALTERNATIVES TO REMOTE PUBLIC COMMENT

Written comments may be submitted electronically via email as detailed on the agenda or by mail to the City Clerk's Office, 440 Harcourt Avenue, Seaside, CA 93955 prior to the meeting. Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments will be included in the official record of the meeting.

During the Meeting via Oral Comments: When the Mayor (or Chair or designee) calls for public comment, members of the public participating in person and wishing to address the City Council may approach the podium when public comment is opened.

RECORDING AND ARCHIVING

When available, the City Council, and its Board, Commission and Committee meetings are routinely recorded and archived on the City's YouTube Channel. Recordings will include remote public comments. The adopted meeting minutes serves as the final and official record of meeting action.

DISCLAIMER

The City Council reserves the right to modify this policy at any time.

For More Information:

Please contact the City Clerk's Office at 831-899-6707 or cityclerk@ci.seaside.ca.us