



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, August 1, 2024

5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

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 or participate 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 or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR 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: 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.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.

5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: 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.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. 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. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957

Title: Interim City Manager

7. 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

8. PRESENTATIONS

A. MONTEREY COUNTY RAPE CRISIS CENTER VICTIMS OF DOMESTIC ABUSE AND EDUCATIONAL SERVICES OVERVIEW (DENNIS ALEXANDER,

**BOARD MEMBER AND BIANCA HERNANDEZ, COMMUNITY OUTREACH
MANAGER)**

9. CONSENT AGENDA

**A. APPROVE MINUTES FROM JUNE 26, JUNE 28, AND JULY 25, 2024,
SPECIAL MEETINGS**

RECOMMENDATION: Approve minutes as presented in the agenda packet.

**B. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE
AGREEMENT WITH RRM DESIGN GROUP FOR FINAL DESIGN SERVICES
AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE FIRE STATION
NO.1 KITCHEN RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED
\$46,285.00**

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with RRM Design Group for final design services and design support during construction services for the Fire Station No.1 Kitchen Renovation Project for an amount not to exceed \$46,285.00.

**C. ADOPT A RESOLUTION APPROVING AN UPDATE TO THE CITY'S
ENVIRONMENTAL PURCHASING POLICY**

RECOMMENDATION: Adopt a resolution approving an update to the City's Environmental Purchasing Policy

**D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT WITH CARMEL FIRE PROTECTION ASSOCIATES FOR FIRE
PREVENTION, PLAN REVIEW AND ALARM SYSTEM INSPECTION
SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00**

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Carmel Fire Protection Services for \$100,0000.00.

**E. APPROVE APPOINTMENTS TO THE ART & HISTORY AND
ENVIRONMENTAL COMMISSIONS**

RECOMMENDATION: Approve the appointment of Kat Morgan and Michael Wildgoose to the Environmental and Art & History Commissions respectively, as recommended by the Mayor.

10. BUSINESS ITEMS

**A. CONSIDER DRAFT EXECUTIVE EMPLOYMENT CONTRACT FOR INTERIM
CITY MANAGER AND MAKE APPOINTMENT OF INTERIM CITY MANAGER**

**B. ADOPT A RESOLUTION MODIFYING THE APPLICATION PROCEDURES
AND SELECTION CRITERIA FOR CANNABIS DISPENSARIES**

RECOMMENDATION: Adopt the attached resolution modifying the application process and selection criteria for cannabis dispensaries.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

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

Property: 705 Broadway Avenue, Seaside, CA 93955

Agency Negotiators: City Manager, et. al.

Negotiating Parties: Coldwell Banker

Under Negotiation: Price, terms of payment or both

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

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - ONE MATTER OF EXISTING LITIGATION

Monterey County Superior Court Case No. 24CV002483

Case Name: Landwatch and Center for Biological Diversity v. City of Seaside, et al.

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

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 15, 2024
5:00 p.m.

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

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

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



FINAL MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Wednesday, June 26, 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. PLEDGE OF ALLEGIANCE

Pledge led by Council/Agency Member Garcia-Arrazola.

4. PUBLIC COMMENT

None.

5. CLOSED SESSION

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

PUBLIC COMMENT: None.

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Manager

No report

6. ADJOURNMENT

With no further business, the meeting adjourned at 6:53 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



FINAL MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Friday, June 28, 2024
5:30 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:30 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. PLEDGE OF ALLEGIANCE

Pledge led by Acting Assistant City Manager Jose Bazua.

4. PUBLIC COMMENT

None

5. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and didn't anticipate any report. The closed session item (5B) has been resolved and the Council will no longer need to hold conference with legal counsel.

PUBLIC COMMENT: None

A. PUBLIC EMPLOYEE APPOINTMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: Interim City Manager

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

Potential Litigation (1 matters)

6. ADJOURNMENT

Without any further business, the meeting adjourned at 8:37 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Thursday, July 25, 2024
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Oglesby, Pacheco

ABSENT: Garcia-Arrazola, Miller

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was led by Pastor Todd Anderson (Compass Church). The pledge was led by Acting City Manager Nick Borges.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

insert speaker name, Carol Corgorbin, Robert Daniels, David Casses, Lynda Cunningham, Jonathan Amanti, Dianne Nielson, Wes White, speaker for Steven Marshall

6. PUBLIC AGENCY COMMUNICATIONS

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

The following upcoming events were featured:

- The City of Seaside is looking for your feedback in the development of a Local Roadway Safety Plan. The Local Roadway Safety Plan project analyzes crash data and community input from across the City to help reduce traffic collisions, and to increase road safety for all roadway users. QR codes and the link to the online survey can be found in the News Flash section of the City's homepage. You have until July 29th to complete the survey.
- The music at Laguna Grande Park didn't end on the 4th of July! The next four Sundays, from 1pm-4:30, the City of Seaside is celebrating 37 years of Blues and Art in the park with FREE Concerts! Information for all of the Sunday Blues Shows can be found on the Recreation web page, or you can call (831) 899-6800.
- The Friends of Seaside Parks Association is having a number of work days all

over the city this July. On Saturday, the 27th, from 10am to Noon, you can join them at Havana Soliz Park.

- Saturday, August 3rd, at 7pm, MBFC hosts the Tampa Bay Rowdies at Cardinale Stadium. Head over to MontereyBayFC.com for your tickets.
- Tuesday, August 6th, from 4-7pm, the Seaside Police Department is hosting National Night Out on the City Hall Lawn.
- The Ascent Project has officially been renamed the Sea Grove Project. Sea Grove Apartments on Broadway Avenue launched its website on July 22nd for interested residents to get added to the waiting list for both market-rate and affordable apartments. Visit seagroveapts.com to apply.
- Friday, July 26th, Gold Coast Rods, and the City of Seaside, are co-sponsoring Hot Cars & Cool Nights on Broadway Avenue from 4pm to 8. The entry fee is 10 dollars, and there will be live music, raffles, awards, and a cruise to Cannery Row after the show.

7. PRESENTATIONS

A. PRESENTATION ON THE PUBLIC NOTICE PROCEDURE FOR THE PAVEMENT REHABILITATION PROJECT (NISHA PATEL, PUBLIC WORKS DIRECTOR/CITY ENGINEER)

Presentation provided that reviewed the noticing procedures and construction notice. Notices will be performed by City staff including being mailed, posting notices at City posting sites (City Hall, Oldemeyer Center and Seaside Library), City website, City's social media, Citywide newsletter and announcement made at City Council meetings. The construction notice will include a description of the project, project duration, resident impacts, contact information for the contractor or project manager, and a website link and QR code to the "Construction Updates and Detours" page.

8. CONSENT AGENDA

Items Pulled: 8F, 8G

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda with the exception of items 8F and 8G.

RESULT: 3-0-0-2

AYES: BURKS, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARCIA-ARRAZOLA, MILLER

A. APPROVE MINUTES FROM JUNE 6, 2024

ACTION: APPROVED

- B. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2024**

ACTION: ACCEPTED & FILED

- C. APPROVE A FEE WAIVER REQUEST FROM MONTEREY PENINSULA NAACP FOR COSTS ASSOCIATED WITH THEIR REGIONAL AREA DIRECTOR AND BRANCH EXECUTIVE COMMITTEE MEETING**

ACTION: APPROVED

- D. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT**

ACTION: APPROVED

- E. ADOPT A RESOLUTION REJECTING THE ONE BID RECEIVED FOR THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT, AND AUTHORIZE READVERTISEMENT FOR BIDS**

ACTION: ADOPTED RESO

- F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR MAINTENANCE SERVICES AGREEMENT FOR CITY PARKS WITH HOPE SERVICES IN AN AMOUNT NOT TO EXCEED \$154,375.00**

PUBLIC COMMENT: Robert Daniels

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to approve a one-year maintenance services agreement for City Parks with Hope Services.

RESULT: 3-0-0-2

AYES: BURKS, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

G. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$8,000 A MONTH FROM JULY 2024 THROUGH JUNE 2025

PUBLIC COMMENT: Dianne Nielson

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to authorize a professional service agreement with Voler Strategic Advisors for Media Relations.

RESULT: 3-0-0-2

AYES: BURKS, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

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

ACTION: ADOPTED RESO

I. ADOPT A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2024-2025 BUDGET IN THE AMOUNT OF \$55,660.00 FOR THE CITY'S COST SHARING BASED UPON THE MEMORANDUM OF UNDERSTANDING WITH REGEN MONTEREY

ACTION: ADOPTED RESO

J. ADOPT A RESOLUTION AUTHORIZING AN EMERGENCY WATER INTERTIE AND TRANSFER AGREEMENT BETWEEN MARINA COAST WATER DISTRICT AND CITY OF SEASIDE

ACTION: ADOPTED RESO

K. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT, APPROPRIATING \$116,203.20 FROM THE SEASIDE MUNICIPAL WATER SYSTEM FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO ANDERSON PACIFIC

ENGINEERING CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED \$304,817.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$350,539.55

ACTION: ADOPTED RESO

- L. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT FOR AN AMOUNT NOT TO EXCEED \$54,651.00**

ACTION: ADOPTED RESO

9. BUSINESS ITEMS

- A. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FREMONT MEDIANS RENOVATION PROJECT AND AWARDDING A CONSTRUCTION AGREEMENT TO MARINA LANDSCAPE INC. FOR AN AMOUNT NOT TO EXCEED \$467,500.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$514,250.00**

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed the renovation projects that is planned for the area between Kimball Ave and Del Monte Blvd. The scope of work includes low water usage after plant establishment, weed barrier fabric, protect existing vegetation, and surface that allows stormwater to infiltrate.

PUBLIC COMMENT: Lynda Cunningham, Dianne Nielson

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the plans and specifications for the Fremont medians renovation project and awarding a construction agreement to Marina Landscape Inc.

RESULT: 3-0-0-2

AYES: BURKS, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

- B. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES**

**AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE FREMONT
MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED
\$93,587.00**

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed the construction management and inspection services scope of work that includes pre-construction coordination, Submittal review, Contractor coordination, Processing change order requests, Response to contractor's request for information, Quantity calculations, Progress payment estimates, Daily inspection, Site documentation, Safety monitoring, and Project closeout.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve an agreement with Wallace Group for construction management and inspection services.

RESULT: 3-0-0-2

AYES: BURKS, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

**C. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS
FOR DESIGN SERVICES DURING CONSTRUCTION FOR THE FREMONT
MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED
\$13,800.00**

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed the amendments to the agreement with Whitson Engineers that is for "Design Services during Construction" with contingency. Design services include the following: Pre-construction Coordination, Submittal Review, Contractor Coordination, Response to Request for Information, Processing Change Order Requests, Quantity Calculations, Progress Estimates, Daily Inspection, Site Documentation, and Project Closeout.

PUBLIC COMMENT: Dianne Nielson

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the amendment to the agreement with Whitson Engineers for design services during construction.

RESULT: 3-0-0-2
AYES: BURKS, OGLESBY, PACHECO
NOES: NONE
ABSTAIN: NONE
ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

D. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR PARTIAL PHASE 2 DESIGN FOR THE CUTINO PARK IMPROVEMENT PART 2 PLAN FOR AN AMOUNT NOT TO EXCEED \$9,850.00

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed the cutino improvements master plan, and improvements made during part 1, part 2 and part 2 phase 1, and the details of the contract budget.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the amendment to the agreement with Whitson Engineers.

RESULT: 3-0-0-2
AYES: BURKS, OGLESBY, PACHECO
NOES: NONE
ABSTAIN: NONE
ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

E. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT AND AWARDED A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$994,837.35 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$1,144,062.95

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed the bid results and the fiscal impact of the project.

PUBLIC COMMENT: Jeannie, Donna Penwell, Dianne Nielson, Tanja Roos

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency

Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the plans and specifications for Lincoln-Cunningham Park Phase 1 – arterial trail project and awarding the construction agreement to MPE.

RESULT: 3-0-0-2

AYES: BURKS, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

F. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED \$202,669.00

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed scope of work that includes: Pre-construction coordination, Submittal review, Contractor coordination, Processing change order requests, Response to contractor's request for information, Quantity calculations, Progress payment estimates, Daily inspection, Site documentation, Safety monitoring, Material testing coordination, and Project closeout.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the agreement with Wallace Group to perform construction management and inspection services for the Lincoln-Cunningham Park phase 1 – arterial trail.

RESULT: 3-0-0-2

AYES: BURKS, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARCIA-ARRAZOLA, MILLER

ACTION: ADOPTED RESO

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

B. FOLLOW UP ON PREVIOUS REQUESTS

None

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

Reports provided.

12. CLOSED SESSION

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

PUBLIC COMMENT: None

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957

Title: Interim City Manager

The City Council authorized a release of a request for proposal for an executive recruiting firm.

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

The City Council received update from the agency negotiators.

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

Two Matters of Potential Litigation

No report.

13. ADJOURNMENT

With no further business, the meeting adjourned at 9:03 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



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
Patrick Grogan, Associate Engineer

DATE: August 1, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICE AGREEMENT WITH RRM DESIGN GROUP FOR FINAL
DESIGN SERVICES AND DESIGN SUPPORT DURING
CONSTRUCTION FOR THE FIRE STATION NO.1 KITCHEN
RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED
\$46,285.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with RRM Design Group for final design services and design support during construction services for the Fire Station No.1 Kitchen Renovation Project for an amount not to exceed \$46,285.00.

BACKGROUND

The Fire Station No.1 Kitchen Renovation project includes the removal of existing casework, flooring, and utilities within the kitchen area, re-configuring the kitchen to conform with ADA guidelines for accessibility, and the installation of new plumbing, electrical, kitchen appliances, flooring, and casework. Per California Building Code, section 11B-202.4, an accessible path of travel to the project area will also be included in the project.

On November 13, 2023, the City entered into a professional services agreement (PSA) with RRM Design Group, for project design services for the Fire Station No.1 Kitchen Renovation project for the amount of \$24,500.00. Whitson began developing plans for the project. During the design phase, staff reviewed the project and proposed ADA improvements with the Building Official, who determined that the project should include

an ADA compliant parking space, contrary to the ADA improvements prioritization list outlined in California Building Code section 11B-202.4. The project has been reevaluated by the current interim Building Official, and it has been determined that following the ADA improvement priorities list would increase accessibility to Fire Station No.1 and the improved kitchen area. The original design contract with RRM Design Group for the Fire Station No.1 Kitchen Renovation project expired on June 30, 2024.

The City has requested RRM Design Group redesign the exterior improvements to conform with California Building Code section stated above, and be available to respond to questions, provide clarifications, and provide design updates as new conditions are uncovered in the field. A new Professional Service Agreement with RRM Design Group, to complete the final design including design for the mentioned additional work, is needed to complete the design of the project. Design support during construction will also be needed. RRM Design Group provided a proposal in the amount of \$46,285.00 to perform the additional services. Staff reviewed the proposal and finds the scope and fee acceptable.

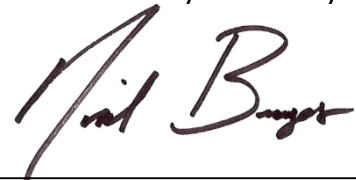
FISCAL IMPACT

The professional services agreement with RRM Design Group to perform final design and design support during construction is for an amount not to exceed \$46,285.00. An additional contingency of approximately 15% of the new contract value, or \$6,943.00, is warranted for a project of this scope. This amount is required for expenses for services for additional unforeseeable issues that may arise and approved on an as-needed basis by authorization of the City Manager, so that the total PSA amount including contingency does not exceed \$53,228.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

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 A PROFESSIONAL SERVICE AGREEMENT WITH RRM DESIGN GROUP FOR FINAL DESIGN SERVICES AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$46,285.00

WHEREAS, The Fire Station No.1 Kitchen Renovation Project is an approved project in the City of Seaside Capital Improvement Program; and

WHEREAS, On November 13, 2023, the City entered into a professional service agreement with RRM Design Group for project design services in the amount of \$24,500.00; and

WHEREAS, Staff have added scope to the project which was not originally in the proposal, including the addition of exterior ADA accessibility improvements, and design support during construction; and

WHEREAS, RRM Design Group has expended \$24,500.00 of their original contract value in the development of the plan set; and

WHEREAS, the previous contract with RRM Design Group for the Fire Station No.1 Kitchen Renovation project expired on June 30, 2024; and

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

WHEREAS, an amount of \$6,943.00 contingency, approximately 15% of the new contract value, is appropriate for this project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with RRM Design Group to provide final design and design support during construction services, for the Fire Station No.1 Kitchen Renovation Project for an amount not to exceed \$46,285.00.

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to \$6,943.00 contingency for written amendments and extensions such that the total Professional Services Agreement does not exceed \$53,228.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of August, 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
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
FIRE STATION NO.1 KITCHEN RENOVATION**

THIS AGREEMENT, is made and effective August 1, 2024, between the City of Seaside, a municipal corporation ("Agency") and RRM Design Group, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed FOURTY SIX THOUSAND AND TWO HUNDRED EIGHTY FIVE dollars (\$46,285.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as

a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or

(iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:	<u>City of Seaside</u>
	<u>440 Harcourt Ave</u>
	<u>Seaside, CA 93955</u>
	Attention: City Clerk
To Consultant:	<u>RRM Design Group</u>
	<u>3765 S. Higuera St., Suite 102</u>
	<u>San Luis Obispo, CA 93401</u>

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: RRM Design Group

By: _____

Date: _____

City of Seaside
A Municipal Corporation

Nicholas Borges, Acting City Manager

Date: _____

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

EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL



ADD. SERVICE AUTHORIZATION

Date: July 12, 2024	
Client: City of Seaside	Task ID Number: 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 5.1, 5.2
Project Name: Seaside Fire Station No. 1 Kitchen Renovation	Project Number: 2995-01-CI22

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with The City of Seaside (the "Client") dated November 13, 2023 (the "Prime Agreement") for the project: Seaside Fire Station No. 1 Kitchen Renovation (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Phase 3: Bidding Phase

Subtask 3.2: Accessible Parking

As part of the plan check and approval process, the building department requested the addition of accessible parking to this site. Under this task, RRM Design Group (RRM) will provide a site plan with grading and drainage for the proposed accessible parking. The plans will also include required accessibility and site paving details, along with the City of Seaside's (City) standard details as applicable. Additionally, RRM will prepare a storm water control plan with best management practices (BMP) for construction.

Deliverables and Tasks:

- *Site plan with proposed accessible parking*
- *Storm water control plan*
- *Associated paving, accessibility, and stormwater details.*

Subtask 3.3: Topographic Survey

Under this task, Whitson Engineering will provide a site topographic survey for the area indicated in the attached Exhibit T-I. The survey will include site contours at one-foot intervals as well as site feature information including top of walls/curbs, at-grade evidence of underground utilities, finish floor elevation for the station, and a property boundary which will be pulled from

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



the County of Monterey's (County) GIS system or similar. Additionally, it is our understanding that the City recently had USA onsite to locate underground utilities and the survey will capture any information readily available that they have laid out onsite.

Deliverables and Tasks:

- *Site topographic survey*

Subtask 3.4: Accessible Entry

Under this task, RRM will provide a site plan with proposed site upgrades to provide an accessible path of travel from the public way to the crew office north of the apparatus bay to provide an accessible entrance to the station. The plans will also be updated to include required accessibility and site paving details, details for required modifications to the existing building, and City standard details as applicable.

Deliverables and Tasks:

- *Site plan with proposed elevations for accessible path of travel upgrades.*
- *Associated paving and accessibility details*
- *Building details as required*

Subtask 3.5: Re-Bidding

RRM and our consultants will assist the City during the re-bidding of Station No. 1 by evaluating and advising them regarding substitution requests and responding to questions from prospective bidders in the form of an addendum.

Deliverables:

- *Two (2) addendum, if needed*

Meetings:

- *One (1) pre-bid conference with prospective bidders if requested*

Client Participation:

- *Attendance at pre-bid conference*

Phase 4: Construction Administration

Subtask 4.1: Construction Support

RRM and our consultants will assist the City during the construction phase by reviewing and responding to contractor submittals and requests for additional information, assist in reviewing and responding to requests by the City or contractor for changes in the work, observing and advising the City regarding construction progress and conformance to the contract documents,



and assist the contractor in submitting deferred approval items to the City for review and approval. It is also anticipated that the construction manager (CM) will maintain all project logs.

Deliverables and Tasks:

- Respond to requests for information (RFI)
- Issue supplemental information/instructions (ASIs)
- Assist the contractor in submitting deferred approval items to City
- Assist CM in the following tasks when requested by City:
 - Review payment applications
 - Review change proposals and change orders
 - Assist in preparation field observation reports, when needed

Client Participation:

- Provide timely decisions and direction to design team when required

Services to be provide by the CM:

- Review payment applications
- Review change order proposals and change orders
- Prepare field observation reports, when needed
- Maintain project logs; RFIs, submittals, etc.

Subtask 4.2: Construction Administration Meetings

Under this task, RRM and its consultants will attend construction meetings to perform construction observation. It is anticipated that RRM will be responsible for recording and distributing the meeting minutes for each construction meeting attended. It is anticipated that a minimum of two meetings will be required by RRM Design Group, at rough in and project completion, to ensure that the project is progressing in general conformance with the contract documents. Addition meetings will be attended when requested by the City and their CM.

Meetings:

- Attendance up to five (5) on-site meetings by RRM Architecture – one (1) preconstruction/kickoff meeting, three (3) on-site project meetings/construction observations, and one (1) additional meeting as requested. (Three [3] visits anticipated by RRM Architecture)
- Attendance up to two (2) on-site project meetings by each engineering disciplines: electrical and plumbing/mechanical consultants – four (4) total (one [1] visit anticipated by each discipline plus one [1] additional if requested)
- Up to three (3) virtual project meetings

Client Participation:

- Attendance at job site and virtual meetings



Phase 5: Closeout

Subtask 5.1: Project Closeout

At the time of substantial completion, RRM and its consultants will attend a punch walk, observe the in-place work for substantial conformance with the contract documents, and prepare a punch list for distribution. RRM will review the red line record drawings kept by the contractor during construction, warranty information, additional close out documents, and operations and maintenance manuals. RRM will provide directions to the contractor on additional items that should be noted in their record drawing set.

Meetings:

- *One (1) on-site preliminary punch list walk-through by RRM Architecture and consultant team*
- *One (1) on-site final construction completion meeting by RRM Architecture; may be virtual if requested*

Deliverables:

- *Punch walk and punch list for distribution*
- *Review and comment on contractor-provided redlined record drawings*

Subtask 5.2: Record Drawings

Under this task, RRM will review and provide a PDF markup of the permit set to digitize the red line record drawings kept by the contractor during construction.

Meetings:

- *None*

Deliverables:

- *Digitization of contractor-provided redlined record drawings in PDF format*

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Special inspections and testing
- Building permit fees

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees.



The following services or tasks are specifically excluded from the scope:

- Revisions to the previously approved contract documents
- Utility provider construction coordination
- Temporary shoring and/or supports to facilitate construction, this is assumed to be a means and methods construction item provided by the contractor
- Record drawings in CAD format. Digitization of contractor provided redlined as-built drawings may be provided under task 5.2. This may be provided as an additional service upon request.

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote A)	T&M (see footnote B)
3.2	Accessible Parking	\$ 4,500	
3.3	Topographic Survey	\$ 3,075	
3.4	Accessible Entry	\$ 3,500	
3.5	Re-Bidding	\$ 2,200	
4.1	Construction Support		\$ 8,370
4.2	Construction Administration Meetings		\$ 12,810
5.1	Project Closeout		\$ 6,230
5.2	Record Drawings		\$ 3,100
SUMMARY OF FEES		\$ 13,275	\$ 30,510
SUBTOTAL:		\$43,785	
Estimated Reimbursable Expenses:		\$2,500	
ESTIMATED PROJECT TOTAL:		\$46,285	

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed, and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.



Attachment: Exhibit T-I: Survey Exhibit

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

wbcN:\2800\2995-01-CI22-Seaside-FS-No. 1-Kitchen-Renov\Project-Management\Contracts\Addenda\ASA-Tasks-3.2-5.2\ASA-Task-3.2-5.2-Seaside-FS-No 1-Kitchen-Reno-wbc-07-03-24.docx

EXHIBIT T-1

Survey Exhibit



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Kirstin van Gend, Administrative Analyst II

DATE: August 1, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING AN UPDATE TO THE CITY'S ENVIRONMENTAL PURCHASING POLICY

RECOMMENDATION

Adopt a resolution approving an update to the City's Environmental Purchasing Policy

BACKGROUND

On July 15, 2015, City Council adopted the City's Environmental Purchasing Policy which enhanced the City's ability to influence the protection of the environment and comply with solid waste regulations. The City of Seaside recognizes that the purchase and consumption of goods and services impacts the environment and that its employees make purchasing decisions which can make a positive difference in impacting the environment. The intent of an Environmental Purchasing Policy (Policy) is to encourage and to increase the use of environmentally preferable products and services by the City. By including environmental considerations in purchasing decisions, the City promotes practices that improve public and worker health and conserve natural resources, while remaining fiscally responsible.

The State of California's Short-Lived Climate Pollutants: Organic Waste Reductions, Senate Bill 1383 (effective January 1, 2022) further established policies regarding paper procurement to fight the impact of climate change and required updates to the City's policy. The updates to the Environmental Purchasing Policy (Exhibit A) in accordance with the SB 1383 requirements include an increase of the required percentage minimum post-consumer recycled content for "Other Paper Products" (including office supplies, printed materials, janitorial supplies") and specific recordkeeping requirements.

The updated Policy will continue the City's support of buying and using products and

services that reduce negative environmental impacts because of the way they are made, used, transported, packaged and disposed of, including their potential for reuse or ability to be recycled. The update to the City's Environmental Purchasing Policy supports the continued efforts to encourage the community to reduce, reuse, and recycle.

FISCAL IMPACT

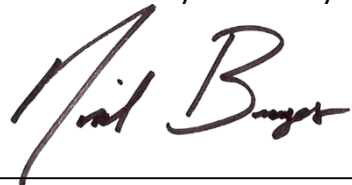
The adoption and implementation of the updated Environmental Purchasing Policy should not impact current budgets as City employees will continue to consider price, performance and availability in all purchasing decisions. SB 1383 purchasing requirements allow for the consideration of comparable or more favorable pricing:

If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of the City shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of a specified percentage of post-consumer content ... whenever available at the same or a lesser total cost than non-recycled items, consistent with the requirements of the Public Contracts Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

ATTACHMENTS

1. Resolution
2. Exhibit A - Environmental Purchasing Policy

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING AN UPDATE TO THE CITY'S ENVIRONMENTAL PURCHASING
POLICY**

WHEREAS, the City Council of the City of Seaside desires to operate in an environmentally responsible and sustainable way, by establishing a policy that encourages the use of environmentally preferable products and services; and

WHEREAS, on July 15, 2015, the City Council approved an Environmental Purchasing Policy to assist the City's efforts to achieve compliance with the California Integrated Waste Management Act (Assembly Bill 939), which requires all California jurisdictions to reduce municipal solid waste going to landfills by 50 percent; and

WHEREAS, the State of California's Short-Lived Climate Pollutants: Organic Waste Reduction, Senate Bill 1383, went into effect on January 1, 2022, and established additional requirements for paper procurement; and

WHEREAS, the City of Seaside is required by State Bill 1383 (SB 1383) to follow, and keep record of, specific paper procurement; and

WHEREAS, the current Environmental Purchasing Policy addresses some but not all of the SB 1383 requirements and required and update to be in compliance with the regulations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve an update to the City's Environmental Purchasing Policy.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 1st day of August, 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

Environmental Purchasing Policy

DRAFT**I. PURPOSE**

The City of Seaside recognizes that our purchase and consumption of goods and services impacts the environment, and that our employees make purchasing decisions which can make a positive difference in the way we impact the environment.

The intent of this policy is to encourage and to increase the use of environmentally preferable products and services by the City. By including environmental considerations in purchasing decisions, the City can promote practices that improve public and worker health and conserve natural resources, while remaining fiscally responsible.

Prioritizing the purchase and use of environmentally preferable products also demonstrates that the City of Seaside is committed to complying with:

- ~~The California Integrated Waste Management Act (AB 939), which requires all California jurisdictions to reduce by 50 percent municipal solid waste going to landfills; and.~~
- The California's Short-Lived Climate Pollutant (CLCP) Reduction Strategy (SB 1383), which requires all California jurisdictions to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

The City's goal is to generate less waste material by reviewing how supplies, materials and equipment are purchased, manufactured, packaged, delivered and disposed of. This policy is necessary for the City to comply with environmental regulations, and it demonstrates that the City is ~~making working towards minimizing contribution to climate change, pollution, and solid waste disposal~~ “good faith effort” to maximize conservation of natural resources, reduce pollution and waste.

II. DEFINITIONS

Environmentally preferable: Environmentally preferable products and services are those that have a ~~lesser or reduced impact on human health and the~~ environment, as compared with competing ~~products and services~~ that provide the same purpose. This standard may be used to compare raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance and/or disposal of the product or service.

Paper Products: include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

Post-consumer recycled material: Post-consumer recycled material is a finished material or product that has served its intended use and would normally be disposed of as solid waste. Examples of post-consumer recovered materials include, but are not limited

to: old newspaper, office paper, yard waste, steel, glass, aluminum cans, plastic bottles, oil, asphalt, concrete and tires.

Practicable: Practicable materials are materials that are sufficient in performance and available at a reasonable price within a reasonable time period.

Pre-Consumer materials: Pre-consumer materials are materials or by-products generated after the manufacturing of a product is completed, but before the product reaches the end use consumer. Examples of pre-consumer materials include, but are not limited to; obsolete inventories of finished goods, rejected unused stock and paper wastes generated during printing, cutting and other converting operations.

Printing and Writing Papers: include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

Recyclability: Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).

Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper: products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.

Recycling: Recycling is the process of collecting, sorting, cleansing, treating and reconstituting materials that would normally become solid waste. Then returning these recycled materials to the economic mainstream to become raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Recycled material: Recycled material is waste material and by-products that have been recovered or diverted from the solid waste stream and that can be utilized in place of raw or virgin material in the manufacturing of a product. Recycled materials may consist of material derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural waste and other items, all of which can be used in the manufacture of new products.

Waste reduction: Waste reduction is any action undertaken by an individual or organization to eliminate or reduce the amount of materials before they enter the waste disposal system.

III. IMPLEMENTATION

A. Each Department shall make every reasonable effort to purchase and use recycled products or those with recycled content whenever feasible to the extent such use does not adversely affect cost, health, safety, or operational efficiency and

effectiveness as determined by each department. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled materials, ~~such as:~~

1) Paper Product Category/Subcategories and minimum recycle content requirements pursuant to Section 12209 of the Public Contract Code.

- Printing and Writing Paper – 30% minimum post-consumer recycled content (PCRC)
 - Paper for printing and writing, including letterhead paper (although use of electronic letterhead is preferred), envelopes, copy paper and business cards
- Other Paper Products (including office supplies and printed materials)– 30% minimum post-consumer recycled content (PCRC), except as specified below:
 - Toilet Paper – 45% PCRC
 - Paper Towels – 40 % PCRC
 - Facial Tissue – 10% PCRC
 - Toilet Seat Covers – 20% PCRC
 - General Purpose Paper Wipes – 40% PCRC
 - Food serviceware – 40% PCRC

~~12)~~ Comparable or more favorable pricing: If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of the City shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of a specified percentage of post-consumer content - see the list above, by fiber weight, postconsumer fiber, whenever available at the same or a lesser total cost than non-recycled items, consistent with the requirements of the Public Contracts Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

~~2) Paper for printing and writing, including letterhead paper (although use of electronic letterhead is preferred), envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30 percent post-consumer recycled content.~~

B. Products including janitorial supplies, hand towels, facial tissue, toilet paper, seat covers, boxes, file boxes, hanging file folders and other office supplies comprised of paper or fibers. When practical, these shall be comprised of a minimum of 10 percent post-consumer recycled content. Vendors must certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

1) The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products

2) The minimum percentage, if not the exact percentage, of postconsumer material

in the products

C. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

B. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

D.

C. Other factors to consider in environmental purchasing

D.E. Preferable environmental attributes may include, but are not limited to, energy efficiency, water conservation, reduction of toxics use, conservation of natural resources and waste minimization. Purchasing objectives should include, to the extent practicable, acquisitions that are:

- 1) Non-toxic or minimally toxic, preferably biodegradable
- 2) Carcinogen-free or chlorofluorocarbon (CFC) free
- 3) Durable, upgradeable or refurbished, as opposed to single use or disposable items
- 4) Energy efficient in production and use, or Energy Starrated
- 5) Made from raw materials obtained in an environmentally sound, sustainable manner
- 6) Produced locally or regionally
- 7) Less hazardous
- 8) Reusable, recyclable or containing recycled content
- 9) Delivered with or containing minimal packaging
- 10) Water efficient

E.F. Each department shall review purchasing specifications and contract requirements and, where feasible, revise such specifications and contract requirements to encourage the use of recycled products, and remove all feasible obstacles to buying recycled and source reduction products. Among the obstacles to be removed are:

- 1) Requirements for virgin materials only
- 2) Language that excludes recycled products
- 3) Unnecessary qualifications (e.g., High brightness levels for paper)
- 4) Specifications written to describe particular non-recycled products, unless justified in writing with a specific explanation of why purchases of non-recycled and non-source reduction is deemed impracticable
- 5) Performance standards unrelated to actual need
- 6) "New" requirements that exclude remanufactured, reused or recycled content products.

F.G. Each department shall consider, where feasible, the ability of products and/or their

packaging to be reused, reconditioned, or recycled. Each department shall purchase, where feasible, products which minimize waste and toxic by-products in their manufacture, use, recycling, and disposal. Each department shall also purchase/lease, where feasible, capital equipment which is compatible with the use of products containing recycled materials.

G.H. Any request for proposal (RFP) or bid for services requested by the City shall include a standard statement that the City of Seaside has implemented an Environmental Purchasing Policy and that the City encourages other businesses to adhere to similar principles. It shall further be requested that submitted proposals, quotes, or bids be printed two-sided on recycled content paper. Any consultants or contractors producing reports for the City will submit the report on post-consumer recycled and recyclable paper.

~~H. When recycled products are used, vendors shall make reasonable efforts to label such products to indicate they contain recycled materials. All departments shall use for their letterhead stationery, envelopes, and business cards, recycled paper that includes post-consumer recycled content and some indication they contain recycled material. Other recycled products used by the City shall also indicate they contain recycled material.~~

- I. The City will cooperate to the greatest extent practicable with other local governments in an effort to develop and stimulate the market for recycled products, including cooperation with ~~the~~ ReGen Monterey (formerly the Monterey Regional Waste Management District).
- J. All departments shall work cooperatively to further the purpose of this policy. The City's economic development activities shall strive to promote the markets for recycled material whenever feasible.

IV. **WASTE REDUCTION**

All city employees in all departments shall make waste diversion and reduction a routine part of their respective jobs whenever feasible to the extent it does not adversely affect health, safety, or operational efficiency and effectiveness as determined by each department. This includes but is not limited to full participation in and support for the City's curbside recycling and organic waste programs. Recommended waste reduction strategies include but are not limited to the following:

- A. Double-sided copying whenever feasible,
- B. Eliminate duplicate subscriptions and duplicate incoming and outgoing mail whenever feasible,
- C. Consolidate orders and order in bulk whenever feasible, especially with regard to office supplies,
- D. Use durable containers for coffee and other drinks at the workplace whenever feasible instead of disposable or recyclable containers,
- E. Purchase and use reusable/refillable products whenever feasible instead of disposable products, and
- F. Computer networking and "paperless" offices whenever feasible.
- G. Place all clean and dry recyclable items un-bagged in recycle cart or bin where possible (see whatgoeswhere.info for more specifics).
- ~~F.~~H. Place all organic items un-bagged in an organics cart or bin where possible (see whatgoeswhere.info for more specifics).

V. **PROMOTION AND TRAINING**

- A. The City Council desires to be a model for the community to influence and promote greater waste reduction, recycling, and environmentally preferred products and services. The City Council has adopted the following promotion efforts:
 - 1) Environmentally Preferable Food Packaging - City Health and Safety Code, Chapter 8.60
 - 2) Elimination of Use Of Single-Use Carryout Bags, Recycled Paper Bags, and Reusable Bags By Retail Establishments - City Health and Safety Code, Chapter 8.62
 - 3) California Green Building Standards - Ordinance No. 1008, Chapters 15.04.100 and 15.04.110
 - 4) Mandatory Organic Waste Disposal Reduction – Ordinance No. 2011B, Chapter 8.28.110
 - ~~4~~5) Curbside and commercial recycling and organic waste - Resolution 14-04 and Resolution 21-116, which approved GreenWaste Recovery as the City's waste

disposal, ~~and~~ recycling and organic waste service hauler.

- B. Each department will take steps to communicate and train their employees who make purchases on behalf of the City to purchase environmentally preferable products and services whenever practical and cost-effective. Departments are encouraged to communicate information to other departments when potential use of a product exists.

VI. POLICY ADMINISTRATION AND REPORTS

- A. The responsibility for developing, implementing and updating the Environmental Purchasing Policy (Policy) lies with the Policy Administrator who may be the City Manager or his or her appointee. The Policy will be periodically reviewed and updated to reflect changes in laws and regulations, as well as, new methods of purchasing and promoting environmentally preferred products and services. When warranted, the Policy Administrator will present his or her recommended changes to the City Council. The City Council will make a determination of whether to accept, modify or reject those changes to the Policy.
- B. When the City acquires appropriate software, the Finance Division shall periodically prepare reports summarizing the results of implementing this policy. The report shall include but not be limited to City purchases by product type, quantity and cost of products.
- C. The Finance department will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
 - 1) The Recordkeeping Designee will collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of City's documentation of its compliance with SB 1383 (14 CCR Section 18993.3).



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: August 1, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CARMEL FIRE PROTECTION ASSOCIATES FOR FIRE PREVENTION, PLAN REVIEW AND ALARM SYSTEM INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Carmel Fire Protection Services for \$100,000.00.

BACKGROUND

The City of Seaside is seeking to enter into an agreement with consultants, Carmel Fire Protection Associates, to provide fire prevention services, including plan review and sprinkler/alarm system inspections. The City has contracted with Carmel Fire Protection Associates since 2012. However, for additional support in relation to the Grand Hyatt Hotel project, the contract amount has been increased to accommodate the workload.

The City shall pay the consultant an hourly rate of \$203.00 or a set fee based on the adopted fee schedule (Exhibit B), and the services shall not exceed \$100,000.00 for the term of the contract, which is July 1, 2024 to June 30, 2026.

At the request of the Seaside Fire Department, Carmel Fire Protection Associates shall provide professional consultation and engage in fire prevention services, including plan review and inspections for the following:

- Fire Sprinkler Systems – Commercial (above ground)
- Fire Sprinkler Systems – Commercial (underground connection)

- Fire Sprinkler Systems – Residential
- Fixed Fire Protection System – Kitchen Hood & Duct
- Fire Pump Inspection
- Fire Alarm System – Commercial

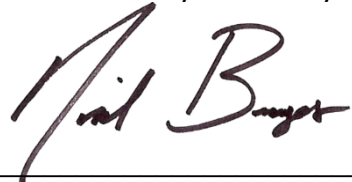
FISCAL IMPACT

The cost of the consultants' services of up to \$100,000.00 will be paid from the City's general fund.

ATTACHMENTS

1. Resolution
2. Carmel Fire Protection

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 THE CITY MANAGER TO EXECUTE A CONTRACT WITH CARMEL FIRE PROTECTION ASSOCIATES FOR FIRE PREVENTION, PLAN REVIEW AND ALARM SYSTEM INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00

WHEREAS, the City of Seaside is seeking to enter into an agreement with consultants, Carmel Fire Protection Associates, to provide fire prevention services, including plan review and sprinkler/alarm system inspections; and

WHEREAS, the City has contracted with Carmel Fire Protection Associates since 2012; and

WHEREAS, for additional support in relation to the Grand Hyatt Hotel project, the contract amount has been increased to accommodate the workload; and

WHEREAS, the City Manager is authorized to execute a contract with Carmel Fire Protection Associates for fire prevention services, including plan review and sprinkler/alarm system inspections; and

WHEREAS, the contract shall be for a term of two years, from July 1, 2024 to June 30, 2025; and

WHEREAS, The City shall pay Carmel Fire Protection Associates an hourly rate of \$203.00 or a set fee based on the adopted fee schedule (Exhibit B), and the services shall not exceed \$100,000.00 for the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves that Carmel Fire Protection Associates shall provide professional consultation and engage in fire prevention services, including plan review and inspections for the following:

- Fire Sprinkler Systems – Commercial (above ground)
- Fire Sprinkler Systems – Commercial (underground connection)

- Fire Sprinkler Systems – Residential
- Fixed Fire Protection System – Kitchen Hood & Duct
- Fire Pump Inspection
- Fire Alarm System – Commercial

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of August 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
PROFESSIONAL SERVICES AGREEMENT
City of Seaside Fire Prevention / Plan Review / Alarm
System Inspection Services**

This agreement is made by and between the City of Seaside (City), and **Carmel Fire Protection Associates (Consultant)**.

- A. Engagement: The City agrees to engage the Consultant to perform fire prevention services, including plan review and sprinkler / alarm system inspections as outlined in Exhibit A.
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: **The City shall pay consultant \$203.00 per hour** or set fee based on fee schedule (Exhibit B). Services are not to exceed **one hundred thousand dollars (\$100,000)** for the term of this contact.
- D. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, upon receipt of a written invoice from Consultant detailing services rendered.
- E. Term: The term of this agreement shall commence on **July 1, 2024 and terminate June 30, 2026**.
- F. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- G. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

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

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

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

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

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

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

J. Project Management. The Fire Chief will represent the City for all purposes under this Agreement. The Fire Chief is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time. The person designated is the Deputy Chief / Fire Marshal Paul Blaha.

K. Ownership of Work Product:

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

L. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.
- b. Consultant may use assistants under his/her supervision to perform services under this Agreement.

M. Conflict of Interest

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

N. Miscellaneous:

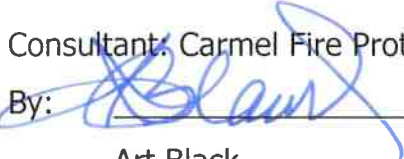
- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement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

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

Approved:

Dated: 6-7-24, 2024

Consultant: Carmel Fire Protection Associates

By: 

Art Black

Title: Owner

Address: Box 7168, Carmel CA 93921

Dated: _____, 2024

City of Seaside:

By: _____
Nick Borges

Title: Interim City Manager

Attachments:

Exhibit A
Exhibit B

Scope of Work
Fee Schedule

EXHIBIT A

SCOPE OF WORK

At the request of the Seaside Fire Department, Carmel Fire Protection Associates (Consultant) shall provide professional consultation and engage in fire prevention services, including plan review and inspections for the following:

- Fire Sprinkler Systems – Commercial (above ground)
- Fire Sprinkler Systems – Commercial (underground connection)
- Fire Sprinkler Systems – Residential
- Fixed Fire Protection System – Kitchen Hood & Duct
- Fire Pump Inspection
- Fire Alarm System – Commercial

Exhibit B

Fee Schedule

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		23/24 Adopted (3.6%)	24/25 Adopted (4.%)
FIRE DEPARTMENT FEES			
Fire Alarm Systems:			
	Inspections/New Systems/Repair/Alterations		
	0 - 5,000 s.f.	\$ 632	\$ 657
	5,001 - 15,000 s.f.	\$ 1,055	\$ 1,097
	15,001 - 30,000 s.f.	\$ 1,479	\$ 1,538
	> 30,000 s.f. (each additional 10K s.f.)	\$ 1,055	\$ 1,097
	Fire Alarm Systems - Commercial		
	Fire Alarm Systems - Residential (req by CRC)		
Fire False Alarm Response			
	Fire False Alarm Response (Eng, truck, Bat Chief)	\$ 318	\$ 331
	Drug/DUI/Hazmat Incident Response		
	Fire Department Equipment Costs: <i>(placeholder for MFS - not analyzed as part of this scope)</i>		
	Administration Vehicle - per hour		
HOURLY RATES			
	Engineering Services		
	Policy - 200-300 percent of normal cost of permit (what is Bldg?)?		
	Fire Hourly Rate	\$ 210	\$ 218
	Engineer Company - hourly rate	\$ 632	\$ 657
	Copy Service - per page	0.11	0.11
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers, if required to process the specific application.		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		23/24 Adopted (3.6%)	24/25 Adopted (4.%)
FIRE DEPARTMENT FEES			
Annual Hazardous Materials Inspection Permit Fees			
	California Fire Code: Annual; Operational Permits	\$ 410	\$ 426
	Amusement Buildings		
	Aviation Facilities		
	Carnivals and Fairs		
	Cellulose Nitrate Film		
	Combustible dust-producing operations		
	Combustible Fibers		
	Covered Mall Buildings		
	Cryogenic Fluids		
	Cutting and Welding		
	Dry Cleaning Plants		
	Exhibits and Trade Shows		
	Explosives		
	Fire Hydrants and Valves		
	Flammable and Combustible Liquids		
	Floor Finishing		
	Fruit and Crop Ripening		
	Fumigation and Thermal Insecticide Fogging		
	Hazardous Materials		
	HPM Facilities (Hazardous Production Materials)		
	High Piled Storage		
	Hot Work Operations		
	Industrial Ovens		
	Lumber Yards and Wood Working Plants		
	Liquid- or gas-fueled vehicles or equipment in assembly buildings		
	LP GAS		
	Magnesium		
	Misc. Combustible Storage		
	Open Burning		
	Open Flames and Torches		
	Open Flames and Candles		
	Organic Coatings		
	Places of Assembly		
	Private Fire Hydrants		
	Pyrotechnic special effects material		
	Pyroxylin plastics		
	Refrigeration equipment		
	Repair garages and motor fuel-dispensing facilities		
	Rooftop heliports		
	Spraying or dipping		
	Storage of scrap tires and tire byproducts		

Fee Schedule 30

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		23/24 Adopted (3.6%)	24/25 Adopted (4.%)
FIRE DEPARTMENT FEES			
	Temporary membrane Structures		
	Tire-rebuilding plants		
	Waste handling		
	Wood Products		
Annual Short Term Rental Safety Inspections			
	Short Term Rental (includes 2 inspections)	\$ 318	\$ 331
	Re-Inspection (after initial and first reinspection)	\$ 210	\$ 218
Annual Business Fire Safety Inspections (business incl 2 inspections, excluding apartments)			
A	A Occupancies (Per Hour) (ie assembly places)	\$ 318	\$ 331
B	B Occupancies (Per Hour) - (ie bank, professional office)	\$ 318	\$ 331
F	F Occupancies (Per Hour) - (ie Factory)	\$ 632	\$ 657
H	H Occupancies (Per Hour) - (ie High Hazard)	\$ 632	\$ 657
I	I Occupancies (Per Hour) - (ie Institutional)	\$ 632	\$ 657
M	M Occupancies (Per Hour) - (ie market, department or drug store)	\$ 318	\$ 331
R-2	R-2 Occupancy (Per Hour) (ie Res Permanent 2+) 4 or less units	\$ 318	\$ 331
	5-20 units	\$ 318	\$ 331
	21-50 units	\$ 632	\$ 657
	> 50 units; each additional 50 units	\$ 844	\$ 878
S	S Occupancies (Per Hour) - (ie Storage)	\$ 632	\$ 657
U	U Occupancies (Per Hour) - (ie Accessory; Private Garage, Agriculture building, etc)	\$ 318	\$ 331
	Re-Inspection (after initial and first reinspection)	\$ 210	\$ 218
Licensed Care Facilities			
	Pre-Inspection	\$ 106	\$ 110
	Licensed Care Facility (7-49)	\$ 318	\$ 331

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		23/24 Adopted (3.6%)	24/25 Adopted (4.%)
FIRE DEPARTMENT FEES			
	(State and County License Mandated)		
	Licensed Care Facility (50+) (State and County License Mandated)	\$ 632	\$ 657
NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS			
	Contract fire plan check		
	Commercial Uses - Structural (All newly constructed, added, or <u>structurally remodeled</u> space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	500	\$ 210	\$ 218
	2,000	\$ 422	\$ 439
	5,000	\$ 632	\$ 657
	10,000	\$ 844	\$ 878
	25,000	\$ 1,055	\$ 1,097
	Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule) (ie mixed use, hotel, motel, condo, apartment)		
	Square Footage:		
	1,000	\$ 318	\$ 331
	5,000	\$ 422	\$ 439
	10,000	\$ 632	\$ 657
	50,000	\$ 1,055	\$ 1,097
	100,000	\$ 1,479	\$ 1,538
	Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 210	\$ 218
	600	\$ 210	\$ 218
	1,000	\$ 318	\$ 331
	1,500	\$ 318	\$ 331
	2,000	\$ 422	\$ 439

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		23/24 Adopted (3.6%)	24/25 Adopted (4.%)
FIRE DEPARTMENT FEES			
	Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)		
	Square Footage:		
	500	\$ 210	\$ 218
	2,000	\$ 422	\$ 439
	5,000	\$ 632	\$ 657
	10,000	\$ 844	\$ 878
	25,000	\$ 1,055	\$ 1,097
	Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the structure is not altered)		
	Square Footage:		
	500	\$ 210	\$ 218
	2,000	\$ 422	\$ 439
	5,000	\$ 632	\$ 657
	10,000	\$ 844	\$ 878
	25,000	\$ 1,055	\$ 1,097
	One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes the model home or a custom home project)		
	Square Footage:		
	1,000	\$ 210	\$ 218
	2,500	\$ 210	\$ 218
	4,000	\$ 422	\$ 439
	6,000	\$ 422	\$ 439
	8,000	\$ 527	\$ 548

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		23/24 Adopted (3.6%)	24/25 Adopted (4.%)
FIRE DEPARTMENT FEES			
	Residential Repeat / Subsequent Lot Plan Check		
	One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes the model home or a custom home project)		
	Square Footage:		
	1,000		
	2,500		
	4,000		
	6,000		
	8,000		
	Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 210	\$ 218
	600	\$ 210	\$ 218
	1,000	\$ 210	\$ 218
	1,500	\$ 210	\$ 218
	2,000	\$ 210	\$ 218
11	Non-Structural Residential Remodels - (All non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200		
	600		
	1,000		
	1,500		
	2,000		
	Fire Plan Review (Per Hour)	\$ 210	\$ 218

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		23/24 Adopted (3.6%)	24/25 Adopted (4.%)
FIRE DEPARTMENT FEES			
FIRE INSPECTIONS			
	Fire Hydrant Underground System/Per Fire Hydrant (incl 2 hydrants)	\$ 210	\$ 218
	Each Additional Hydrant	\$ 106	\$ 110
	Fire Hydrant - Use Permit	\$ 210	\$ 218
	Fire Sprinkler Commercial Aboveground	\$ 632	\$ 657
	Fire Sprinkler Commercial Underground	\$ 632	\$ 657
	Standpipes	\$ 632	\$ 657
	Standpipes - Each additional outlet	\$ 54	\$ 56
	Supression System - Hood	\$ 422	\$ 439
	Supression System - Agents	\$ 422	\$ 439
	Fire Extinguishing System Installation (incl hood,duct,agents)	\$ 632	\$ 657
	Fire Pump Installations	\$ 1,055	\$ 1,097
Certificate of Occupancy			
	Development < 2K sq ft	\$ 318	\$ 331
	Development 2K - 10K sq ft	\$ 632	\$ 657
	Development > 10K sq ft	\$ 844	\$ 878
Special Permits			
	Fireworks Stand Inspection	\$ 210	\$ 218
	Fireworks Booth Application Fee	\$ 210	\$ 218
	Christmas Tree Lot/ Pumpkin Patch	\$ 210	\$ 218
Tent Permits			
	201 to 400 square feet	\$ 210	\$ 218
	401 to 1500 square feet	\$ 210	\$ 218
	1501 - 15,000 square feet	\$ 210	\$ 218
	15,001 - 30,000 square feet	\$ 210	\$ 218
	> 30,000 square feet	\$ 210	\$ 218
Automatic Fire Sprinkler:			
	Inspections/New Systems/Repair		
	0-5,000 s.f.	\$ 632	\$ 657
	5,001-15,000 s.f.	\$ 1,055	\$ 1,097
	15,001-30,000 s.f.	\$ 1,479	\$ 1,538
	> 30,001 s.f. (each additional 10k s.f.)	\$ 1,055	\$ 1,097
	Fire Sprinkler Commercial Aboveground		
	Fire Sprinkler Commercial Underground		
	Fire Sprinkler Residential (13-D)		



CITY OF SEASIDE STAFF REPORT

Item No.: 9.E.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: August 1, 2024

**SUBJECT: APPROVE APPOINTMENTS TO THE ART & HISTORY AND
ENVIRONMENTAL COMMISSIONS**

RECOMMENDATION

Approve the appointment of Kat Morgan and Michael Wildgoose to the Environmental and Art & History Commissions respectively, as recommended by the Mayor.

BACKGROUND

The Mayor appoints members to the City's Boards, Commissions and Committees, which serve as advisory boards to the City Council. The purpose of the advisory boards is to supplement the City Council's skills and abilities to help guide the organization toward its mission. They also serve as an important link between the City Council and the Community by providing direct involvement in policy-making and communication of vital information.

The Mayor makes appointments to these advisory boards, while the City Manager designates Department Heads or other staff members to serve as staff liaisons that regularly attend meetings and provide technical support.

The Mayor has made the following appointment:

APPLICANT

Kat Morgan
Michael Wildgoose

ADVISORY BODY

Environmental Commission
Art & History Commission

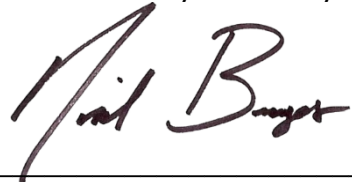
FISCAL IMPACT

None

ATTACHMENTS

1. Appointee - Kat Morgan
 2. Appointee - Michael Wildgoose
-

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

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Environmental Commission
Name	Kat Morgan
Email Address	katmorgan13@gmail.com
Address	1378 Waring Street
City	Seaside
State	CA
Zip Code	93955
Phone Number	3013320032
Alternate Phone Number	<i>Field not completed.</i>
Please list your background, education, experience, and special skills:	Education: I am a certified CA Naturalist and Climate Steward. I have taken the National Network for Ocean and Climate Change Interpretation (NNOCCI) Crash Course. I am currently enrolled in the Sustainable Behavior Change certificate program at UCSD. Experience: I volunteer as a Monarch docent with the PG Museum of Natural History, including leading field trips for local students. In addition, I volunteer as a butterfly counter in the Sanctuary, and participate in the annual Thanksgiving and New Year's Counts. I am a member of the Monterey Area Monarch Alliance. I am also a volunteer with Sea Otter Savvy (SOS) and have monitored wildlife disturbance. I currently participate in SOS outreach in elementary schools. I founded and lead Nature Loving Bookworms, a monthly natural history-focused virtual book group. I serve on the Action for Nature (AFN) Board of Directors, a nonprofit that annually confers competitive Eco-Hero awards to young people from all over the world. I am also a member of the Climate Committee of the Santa Cruz Sierra Club chapter.

I'm a avid hiker and wildlife photographer.

Special Skills: I have served on several Boards of Directors. I worked as a consultant to nonprofits for more than a decade, focusing on strategic planning, change management, and community engagement using a positive-psychology based approach. I have facilitated action and strategic planning and meetings of all sorts. I have facilitated focus groups and town hall meeting and conducted engagement surveys. I also consulted and trained on Diversity/Equity/Inclusion with nonprofits. I am a certified coach.

Are you willing to file
Statements of Economic
Interest (Form 700)?

Yes

Are you able to attend
meetings during business
hours? (Most Boards and
Commissions meet after 5
pm)

Yes

Comments:

As a Seaside resident, I'd very much like to contribute to our local community by serving on the Environmental Commission. I am passionate about the natural world, and have a sense of urgency about conservation and the climate crisis. I recognize that decision-making within many organizations is deliberative and often moves more slowly than climate change, and am eager to help move things forward in our town. I am very disappointed in the county's climate planning process, which is now at a standstill. I would love to contribute to a local planning process, and facilitate community engagement and awareness. The power of local government and community engagement can be tremendous. I am committed to using my skills, knowledge, and awareness to motivate behavior change among community members and to activate them to take necessary action in response to climate change.

Electronic Signature
Agreement

I agree.

Electronic Signature

Kat Morgan

Date

12/14/2023

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name

Kat Morgan

Ethnic Origin



Email not displaying correctly? [View it in your browser.](#)

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Art and History Commission
-----------------------	----------------------------

Name	MICHAEL WILDGOOSE
------	-------------------

Email Address	miwildgoose@hotmail.com
---------------	--

Address	2000 HIGHLAND ST
---------	------------------

City	Seaside
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State	CA
-------	----

Zip Code	93955
----------	-------

Phone Number	8313931731
--------------	------------

Alternate Phone Number	8313931731
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Please list your background, education, experience, and special skills:	BA & MA History, MBA business. Immigrant, first-gen. Furniture maker and builder. On Seaside Art&History Comm from 2007 till c2019 Created an archive system (of sorts) and set up several Seaside history shows in the expanded Avery Gallery and at Oldemeyer Center.
---	--

Are you willing to file Statements of Economic Interest (Form 700)?	Yes
---	-----

Are you able to attend meetings during business hours? (Most Boards and Commissions meet after 5 pm)	Yes
--	-----

Comments:	Health issues required me to step down 5-6 years ago but now I'm able to return to help with SAHC projects and keep the Comm. in-quorum.
-----------	--

Electronic Signature Agreement	I agree.
--------------------------------	----------

Electronic Signature	Michael I Wildgoose
----------------------	---------------------

Date	4/10/2024
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Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name	Michael Wildgoose
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Ethnic Origin	
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CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Sheri L. Damon, City Attorney
Samantha Sakhrani, Acting Human Resources Director

DATE: August 1, 2024

**SUBJECT: CONSIDER DRAFT EXECUTIVE EMPLOYMENT CONTRACT FOR
INTERIM CITY MANAGER AND MAKE APPOINTMENT OF
INTERIM CITY MANAGER**

RECOMMENDATION

Consider draft Executive Employment Agreement for Interim City Manager, adopt resolution making appropriate findings and appoint Craig Malin as Interim City Manager.

BACKGROUND

Since April 18, 2024, the City of Seaside has had the Chief of Police, Nicholas Borges, in the position of acting City Manager during the leave and ultimate termination of the former City Manager. The City has begun the request for proposals for an Executive Recruiter to fill the permanent position of City Manager. Upon approval of the attached executive contract, the City Council will appoint Craig Malin as the Interim City Manager. Mr. Malin was the City Manager for Seaside from former City Manager from January 12, 2016 through September 3, 2021 and has retired from service in California.

Government Code section 21221(h) of the Public Employees' Retirement law limits both the number of hours and the compensation which may be paid to a retired annuitant.

Currently, the City Manager position makes a salary of \$250,000 per year (\$125.00 per hour) plus additional benefits, including but not limited to retirement, health, vacation, executive and sick leave. Mr. Malin may only receive \$125.00 per hour for a maximum of 960 hours in fiscal year 2024-2025 (Max \$120,000) to perform City Management services and only during the recruitment for the new City Manager. The draft Executive Agreement anticipates that Mr. Malin would be in Seaside for 20-30 hours, he will attend meetings and will have flexibility as to how to handle his work schedule. It is anticipated that he will be in Seaside primarily on Thursday and Friday (and perhaps some Wednesdays), however, this schedule remains flexible. He will remain in the

Interim City Manager position until such time as the permanent City Manager is hired, but never in any case, work more than 960 hours in any given fiscal-year period.

Although Mr. Malin, currently lives in Wisconsin, he will not receive any travel allowance or housing allowance as these benefits would violate the CalPERS rules. Mr. Malin will be allowed to work remotely. The City Council gave direction to start the process of recruitment for a new City Manager on July 25, 2024.

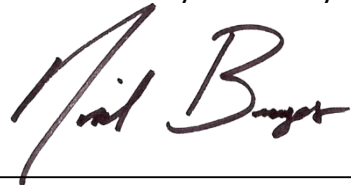
FISCAL IMPACT

This agreement will be less expensive than a permanent City Manager as Mr. Malin will receive no benefits only an hourly salary.

ATTACHMENTS

1. Resolution
2. Interim City Manager Annuitant

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 THE EXECUTIVE EMPLOYMENT AGREEMENT AND APPOINTING
CRAIG MALIN AS THE INTERIM CITY MANAGER**

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the City of Seaside desires to appoint Craig Malin as an interim appointment retired annuitant to the vacant position of City Manager for the City of Seaside under Gov. Code section 21221(h), effective August 1, 2024; and

WHEREAS, the City of Seaside and Craig Malin certify that Craig Malin has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on July 25, 2024; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end upon appointment of the permanent City Manager or at the earlier request of the City of Seaside or Malin as set forth in the Executive Employment Agreement attached hereto; and

WHEREAS, the entire employment agreement, contract or appointment document between Craig Malin and the City of Seaside has been reviewed by this body and is attached herein; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly salary for this position is \$125.00; and

WHEREAS, the hourly rate paid to Craig Malin will be \$125.00; and

WHEREAS, Craig Malin has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does as follows:

1. Hereby certifies the nature of the employment of Craig Malin as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of City Manager for the City of Seaside by August 1, 2024 because there are numerous projects and initiatives that require Mr. Malin's unique City Manager experience and the acting City Manager is required to directly supervise another department in the City.
2. Appoints Craig Malin as Interim City Manager effective August 1, 2024; and
3. Agrees and accepts the terms and conditions outlined in the attached Executive Employment Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of August 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

**EXECUTIVE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SEASIDE AND CRAIG MALIN
FOR THE POSITION OF INTERIM CITY MANAGER**

THIS AGREEMENT is entered into this _____ day of _____, 2024 by and between the CITY OF SEASIDE, a general law city and municipal corporation of the State of California, (hereinafter collectively "CITY") and CRAIG MALIN (hereinafter "MALIN") and is based on the following facts:

- A. MALIN retired as City Manager of Seaside in September of 2021.
- B. CITY is presently in the process of recruiting a permanent City Manager and requires the services of an Interim City Manager to ensure adequate staffing until a permanent City Manager can be hired. More than 180 days have passed since MALIN's last California Public Employment Retirement System ("CalPERS") service as defined in Government Code 7522.56(f). Pursuant to CalPERS rules, MALIN and the City could not and did not engage in any predetermined agreement regarding becoming a retired annuitant employee.
- C. CITY desires to employ the services of Malin as its Interim City Manager, temporarily, to carry out the duties and responsibilities of City Manager, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.
- D. MALIN desires to accept employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.
- E. Interim City Manager is needed to ensure adequate staffing until a permanent City Manager can be hired. More than 180-days have passed since MALIN's last California Public Employment Retirement System ("CalPERS") service as defined in Government Code 7522.56(f). Pursuant to CalPERS rules, MALIN and the City could not and did not engage in any predetermined agreement regarding becoming a retired annuitant employee. The City is in the process of a recruitment for a permanent City Manager.
- F. MALIN represents that he is a retired annuitant of CalPERS within the meaning of Government Code § 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). MALIN acknowledges that he normally is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") per fiscal year.
- G. MALIN also represents that he has not received unemployment compensation from any CalPERS agency during the 12-month period preceding the effective date of this Agreement.
- H. CITY has determined that it is necessary to hire MALIN, a retired annuitant, because the position of Interim City Manager is required for adequate staffing and MALIN, by virtue of his significant experience as a City Manager has the special skills required of an Interim City Manager.

NOW THEREFORE, it is hereby mutually agreed by and between the PARTIES as follows:

SECTION 1. POSITION AND DUTIES.

1.1 APPOINTMENT OF INTERIM CITY MANAGER. MALIN agrees to begin work on August 1, 2024, and further agrees to be a part-time, hourly Interim City Manager in a non-benefited and at-will position, with a typical schedule of 20 – 30 hours per week and in no event more than 960 hours during the fiscal year from July 1 through June 30.

1.2 SCOPE OF SERVICES. MALIN will perform the services needed to serve CITY, which will include the following, but in no event shall the cumulative total of these activities exceed 960 hours during a fiscal year July 1 through June 30:

- A. MALIN will attend all regular and special meetings of the City Council unless excused by the Mayor, with attendance at regular meetings expected to be in person; and
- B. CITY agrees to employ MALIN as Interim City Manager of the CITY to perform the functions and duties specified in the ordinances and resolutions of CITY and to perform such other legally permissible and proper duties and functions as the City Council may from time-to-time assign.
- C. MALIN shall perform all duties in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders established by CITY.
- D. MALIN shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this agreement, MALIN must complete disclosure forms required by law.
- E. MALIN shall not, without the City Council's prior written consent, render to others services of any kind for compensation or engage in any other activity that would materially interfere with his performance of his duties under this Agreement. CITY acknowledges MALIN is employed by the Village of Poynette, Wisconsin and renders, and shall continue to render, service to the Village of Poynette as his principal employer.
- F. MALIN agrees to diligently carry out the work to be done under this Agreement and understands that in the performance of this Agreement, MALIN'S availability and responsiveness are critical.

G. MALIN agrees that the services shall be performed in a manner consistent with practices usual and customary to the management of local government.

1.3 TERM. The term of this Agreement shall be upon the first of the following to occur: (i) upon the employment commencement date of a permanent City Manager employed by CITY; or (ii) upon termination of the Agreement by either MALIN or CITY as otherwise provided in this Agreement. This Agreement shall automatically terminate upon the expiration of the term with no additional written notice required.

1.4 AT-WILL. MALIN acknowledges that he is an at-will, temporary employee of CITY who shall always serve at the pleasure of the City Council during the period of his service hereunder. Nothing in this Agreement is intended to, or does, confer upon MALIN any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.3 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of CITY to terminate the services of MALIN, as provided in Section 1.3 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of MALIN to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.3 [Term] or Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and MALIN, as set forth in Section 1.3 [Term] or Section 4 [Termination] below.

1.5 DUTIES. MALIN shall serve as the Interim City Manager and shall for the Term of the Agreement perform the duties set forth.

1.6 HOURS OF WORK. MALIN shall devote the time necessary to adequately perform his duties as Interim City Manager. The parties anticipate that MALIN will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at staff meetings, regular and special City Council meetings and such community meetings as needed. Toward that end, MALIN shall be allowed considerable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence with the City Manager's Office and reasonable availability to the City Council, City staff, and members of the community.

SECTION 2. COMPENSATION. In return for performing the duties and responsibilities outlined in the Agreement, City agrees to compensate MALIN as follows:

2..1 RATE OF PAY. For all services performed by MALIN as the Interim City Manager under this Agreement, CITY shall pay MALIN compensation at the rate of \$125 per hour according to the payroll schedule in place for CITY employees paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance With CalPERS Requirements. It is the intent of the parties to compensate MALIN only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay is within the established salary range for City Manager. MALIN acknowledges that he will be compensated at the rate of \$125 per hour and will not receive any benefits, incentives, compensation in-lieu of benefits, or any other form of compensation.

2.1.2 Recordation And Reporting Of Hours Worked. MALIN and the CITY will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as required. Additionally, MALIN shall keep CITY continually apprised of any hours worked by MALIN for other CalPERS Agencies during the term of this Agreement. MALIN will be responsible for keeping track of his hours worked in increments of tenths of hours. In addition to on-site work at Seaside City Hall, CITY agrees and expects MALIN to work off-site and in transit from and to Wisconsin. MALIN will submit his timesheets to the CITY in accordance with City payroll procedures.

2.1.3 Indemnity for CalPERS Claimed Overpayments. The CITY agrees to defend and indemnify MALIN for any fees, fines, penalties, contributions, or other monetary damages claimed, asserted, or alleged against MALIN by CalPERS as a result of his employment with the CITY upon a finding that the CITY failed to keep or report MALIN's accurate hours worked.

SECTION 3. BENEFITS, VACATION AND LEAVE.

3.1 NO BENEFITS. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, MALIN shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

3.2. NO LEAVE. MALIN, in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

3.3 NO RETIREMENT. No retirement contributions are collected or paid for employed retiree. (Gov. Code section 21220(d)).

SECTION 4. TERMINATION.

4.1 By CITY. This Agreement may be terminated by CITY for any reason, with or without cause at any time by serving MALIN with notification of such termination by mail, email, by fax or by CITY'S Representative's Oral notification of termination followed by written confirmation of same served upon MALIN by email and mail. CITY

's only compensation obligation in the event of such termination will be payment to MALIN of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By MALIN. This Agreement may be terminated by MALIN for any reason fifteen (15) days after providing written notice to CITY of such termination. CITY shall have the option, in its complete discretion, to make MALIN's termination effective at any time prior to the end of such period, provided CITY pays MALIN all compensation as set forth in Section 2.1 [\$125 per hour] then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 1.3 [Term].

4.4 Termination Obligations. MALIN agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of MALIN's employment. MALIN's obligations under this subsection shall survive the termination of him employment and the expiration of this Agreement.

SECTION 5. CONFLICT OF INTEREST In accordance with Government Code Section 1126, during the period of his employment, MALIN shall not engage in any outside employment that is or may be competitive with the CITY or might cause a conflict of interest with the CITY. CITY acknowledges MALIN is employed by the Village of Poynette.

SECTION 6. EXPENSES. CITY agrees to pay job-related and reasonable expenses incurred by MALIN in the course of his duties as Interim City Manager.

SECTION 7. EQUIPMENT & VEHICLE. CITY shall provide MALIN with a CITY-owned cellphone and CITY-owned laptop computer during MALIN's term under this agreement, exclusively for CITY work. MALIN shall return the cellphone and computer to the CITY at the expiration of his term, or at any time prior as requested by CITY. CITY shall provide MALIN with a vehicle restricted for use within California during MALIN's term under this agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

8.1 INTERIM CITY MANAGER DUTIES AND ETHICS CODE. The City Council will not intervene with the execution of the Interim City Manager's powers and duties as provided by the City of Seaside Municipal Codes or other applicable law.

8.2 CONFIDENTIALITY: MALIN agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY'S prior written consent, any trade secret or confidential information. The covenants contained in this section shall survive the termination of this Agreement for whatever cause but are not intended to keep MALIN from providing confidential information to appropriate CITY officials or other government officials in any investigatory as may be required by law or judicial proceeding of appropriate jurisdiction.

8.3 PERFORMANCE EVALUATION. The City Council may evaluate MALIN at any time. Such evaluations will become a part of MALIN'S personnel file.

8.4. GOVERNMENT CODE SECTION 53243 DISCLOSURE. If for any reason MALIN is convicted of a crime involving an abuse of his or her office or position, those sums shall be reimbursed to CITY.

8.5 INDEMNIFICATION & DUTY TO DEFEND. The City will defend subject to the provisions of California Government Code and CITY shall defend, hold harmless and indemnify MALIN against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of MALIN'S duties as Interim City Manager except for civil, criminal or administrative actions recklessly initiated and solely continued to completion by MALIN. CITY will pay the amount of any settlement or judgment rendered thereon except as otherwise provided by law or herein.

8.6. WAIVER OF BREACH. No waiver of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party will be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, provisions or conditions of this Agreement. No delay or omission of CITY or MALIN in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

8.7 ENTIRE CONTRACT. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by CITY and MALIN.

8.8 SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect. If the portion is not above to be deemed modified, then the remainder of the Agreement shall remain in full force and effect.

8.9 INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Monterey County.

8.10 ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

8.11 RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

8.12 AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

8.13 ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

EFFECTIVE DATE. This Agreement is effective on _____, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SEASIDE	
By: _____ Ian N. Oglesby, Mayor	_____ Craig Malin

ATTEST:

Dominique L. Davis,
City Clerk/Public Affairs Officer

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: August 1, 2024

**SUBJECT: ADOPT A RESOLUTION MODIFYING THE APPLICATION
PROCEDURES AND SELECTION CRITERIA FOR CANNABIS
DISPENSARIES**

RECOMMENDATION

Adopt the attached resolution modifying the application process and selection criteria for cannabis dispensaries.

BACKGROUND

On April 1, 2021, the City of Seaside updated Title 19 of its Municipal Code relating to cannabis businesses. Among the provisions of this update was a stipulation that cannabis dispensaries be subject to an application process to be adopted by the City Council. On January 20, 2022 the City Council adopted Resolution 22-15, which established a scoring system and review process for the consideration of cannabis dispensaries.

Prior to the adoption of Resolution 22-15, cannabis applications were reviewed in groups at set times set forth by the Council. This allowed the City to be selective regarding which businesses were allowed to operate in Seaside. Currently Title 19 allows for a total of nine dispensaries. At this time, there are four dispensaries in operation, and two more approved but not operational, for a total of six approved dispensaries. Resolution 22-15 is silent on whether applications would be reviewed in groups or at set times designated by the Council, or whether they could be submitted individually.

This matter was discussed at the City Council meeting of June 20, 2024. During the meeting, Councilmembers expressed an interest in revisiting the regulations pertaining

to the establishment of dispensaries. Accordingly, staff has prepared the attached Resolution for the Council to consider. The Resolution modifies the previously adopted language of Resolution 22-15. Attachment 2 shows the previously adopted language of Resolution 22-15 with redlines showing the proposed changes.

The most significant change to the application procedures is the stipulation that applications will only be accepted during application windows designated by the Council. This will provide for greater control over the establishment of new dispensaries and possibly allow the City to be more selective when approving dispensaries (if there are multiple applicants the City can select those it deems the best fit). Other than that, the changes are relatively minor and leave the core process as previously adopted. Attachment 2 shows the previously adopted language of Resolution 22-15 with redlines showing the proposed changes. Staff will use this opportunity to work with the Council to evaluate our current cannabis licensing system.

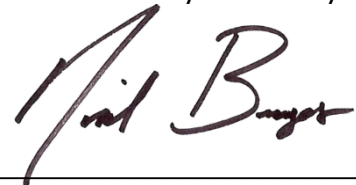
FISCAL IMPACT

No fiscal impact is expected with this item.

ATTACHMENTS

1. DRAFT Resolution Cannabis Application Procedures 2024-08-01
2. Attachment 2 Cannabis Application Procedures Redlines 2024-08-01

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-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE APPLICATION PROCESS AND SELECTION CRITERIA FOR CANNABIS DISPENSARIES

WHEREAS, in November 2016, voters in the State of California approved Proposition 65 – Adult Use of Marijuana Act, which legalized the recreational use of cannabis; and

WHEREAS, the City of Seaside approved Title 19 of the Seaside Municipal Code in 2017 to allow for legal adult and medical cannabis dispensaries; and

WHEREAS, in December 2017, the City of Seaside approved six adult and medical-use cannabis dispensaries; and

WHEREAS, on April 1, 2021, the City of Seaside adopted amendment to SMC 19.08.010.B, which requires that the criteria for dispensary selection be established by Resolution; and

WHEREAS, on January 20, 2022 the Seaside City Council adopted Resolution 22-15 creating application processes and procedures for reviewing applications for cannabis dispensaries; and

WHEREAS, the City Council desires to modify those application processes previously identified in Resolution 22-15.

NOW THEREFORE, BE IT RESOLVED, the City of Seaside City Council adopts the following selection criteria for cannabis dispensaries:

Application Window

The City shall accept applications for cannabis dispensaries (including microbusinesses with retail) at such times as may be determined appropriate by the City Council. Applications shall not be accepted except at those times the Council designates. The Council shall specify the dates and length of time during which applications will be considered, provided that the length of time shall be not less than four weeks. The City will make reasonable efforts to notify the public that the City is now accepting applications.

PHASE 1: Determination of Eligibility

During Phase I, applications will be reviewed for completeness and compliance against the submittal requirements listed below. Applications that are incomplete or received late will automatically be disqualified. To be deemed complete, an application packet must include:

- (a) Cannabis Dispensary License Application;
- (b) Financial Responsibility, Indemnity, and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City's Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s);
- (e) Business Owner Acknowledgment Agreement;
- (f) Proof of Property Owner Consent/Landlord Affidavit; and
- (g) Proof of Insurance or letter of insurability from the Insurance Company.

PHASE II: Evaluation and Review

During Phase II, a committee of City staff will review and score each application using a merit-based system. Applications will be scored based upon objective standards and the professional judgment of the reviewers. Points in this phase reflect the accuracy of each application in meeting the established criteria. The top applicants, as determined by the City as those scoring a minimum of 90% or higher (2,250 points), in Phase II may be eligible to advance to Phase III. However, the decision as to how many applicants will be interviewed may change based on the quantity of applicants and the overall quality the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

Summary of Evaluation Sections:

- Section A. Business Plan (300 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (200 points)
- Section D. Security Plan (300 points)
- Section E. Qualifications of Owners (300)
- Section F. Neighborhood Compatibility Plan (300 points)
- Section G. Community Benefit and Investment Plan (400 points)
- Section H. Proposed Location (300 points)

SECTION A: BUSINESS PLAN (300 points)

1. The application should include a budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

- A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
- B. A pro forma for at least three years of operations.
- C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.
- 2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.
 - 2.1 Describe the day-to-day operations for a RETAIL license. This should include at a minimum the following criteria:
 - A. Describe customer check-in procedures.
 - B. Identify location and procedures for receiving deliveries during business hours.
 - C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
 - D. Estimate the number of customers to be served per hour/day.
 - E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
 - F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
 - G. How the Cannabis Business will conform to local and state laws. See SMC Chapters 19.02, 19.09 and Title 17 as they pertain to retail establishments in the City of Seaside.
 - H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state's mandated track and trace system.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

- 1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees.
- 2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.
- 3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.
- 4. Identify all positions and their responsibilities.
- 5. Describe compensation to and opportunities for continuing education and training for employees.
- 6. Describe whether the cannabis business is committed to offering employees a

Living Wage.

7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the City of Seaside. In order to qualify for this criteria, an owner must have lived in the City of Seaside for at least one year prior to January 1, 2022.

SECTION C: SAFETY PLAN (200 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.
2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.
3. Describe all accident and incident reporting procedures.
4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for each criterion in this section.
 - A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.
2. Premises Diagram: In addition to the site plans submitted for the Proposed Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements pursuant to CCR Title 16, Division 42, §5006 Premises Diagram.
 - A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
 - B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.
 - C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.
 - D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4").
 - E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed

premises and what activities will be used for the remaining property.

3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.
4. Description of perimeter security, on-site security guards, lighting, and parking.
5. Identify transportation techniques and security procedures.
6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (300 points)

1. Experience – Demonstrate the business owner’s experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.
2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Seaside.
3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (300 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.
2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
3. Describe odor mitigation practices:
 - A. Identify potential sources of odor.
 - B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
 - C. Describe all proposed staff training and system maintenance plans.
4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.
5. The application should include the following information about the proposed location:
 - A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
 - B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational

requirements as described in SMC section 19.02.010 and Chapter 17.

C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.

D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.

E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.

F. Vicinity map.

G. Photographs of existing site and buildings.

H. Evidence that the location has access to public transportation for employees or customers.

SECTION G: COMMUNITY BENEFITS AND INVESTMENTS PLAN (400 points)

The cannabis business should describe the benefits the business will provide to the local community, for example by directly aiding, participating in, or funding the work of local non-profits, community-based organizations, civic organizations, or social services organizations. Benefits may be in the form of volunteer services, monetary donations, financial support of City-sponsored activities or organizations, in-kind donations to the City or other charitable organizations and/or any other economic incentives to the City which will meet the strategic strategy goals established by the City Council.

SECTION H: PROPOSED LOCATION (300 points)

In addition to the location related details required in the Security Plan section of this application, the application shall include a thorough narrative description of the proposed location, including but not limited to the overall site, existing and/or proposed building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way, and neighboring businesses on the parcel. Description of floor plans and interior design are not a requirement of this section. In addition to the narrative description of the proposed locations, Applicants shall also include the following items.

1. The CDL applicant must have the appropriate zoning and meet all the locational requirements as described in SMC Section 19.02.010 and Chapter 17.

2. The application shall include photographs of the front (street facing) side of the building. In the event the proposed location is undeveloped land, photographs shall depict the property from all vantage points of the property.

3. The application must include a (Site) diagram depicting all details described in the narrative description of the proposed location. The diagram required for this section need not include a description of any building interior, floor plan or security detail.

4. Please described how the business proposes to rehabilitate a vacant or substandard building in which the business proposes to operate.

PHASE III: Selection

Upon the completion of Phase II, the City Council will interview the top Applicants in order to make a final determination as to who will be awarded a CDL License(s). Each Applicant should be prepared to conduct a brief presentation and to be interviewed by the City Council. After the City Council has made a determination as to who if any Applicants may be awarded a CDL license, the Applicant(s) will be informed and directed to apply for and obtain a conditional use permit for the physical location where the CDL will be operated. In addition, and as a condition of issuance of the regulatory license, the operator of each cannabis facility shall enter into a development/operational agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 19.02 and 19.08, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare. It shall be very important for each applicant to strategically understand the Council Policy direction on reaching its economic incentive goals related to the community benefit when negotiating it with the City. Should an applicant fail to apply for and secure a Conditional Use Permit in a reasonable timeframe, the City will move forward with another applicant based on the ranking established by the City.

Any Applicant wishing to appeal Phase I or Phase II of the Application Process may appeal to the City Council or appointed hearing officer within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a license. Such appeals shall comply with the requirements of SMC Section 19.10.020 but only as it pertains to the denial of the initial application and not to the suspension or revocation of the conditional use permit as a result of this application process.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 1st day of August, 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

Attachment 2

Proposed Redline Changes to Application Process for Cannabis Dispensaries

Application Window

The City shall accept applications for cannabis dispensaries (including microbusinesses with retail) at such times as may be determined appropriate by the City Council. Applications shall not be accepted except at those times the Council designates. The Council shall specify the dates and length of time during which applications will be considered, provided that the length of time shall be not less than four weeks. The City will make reasonable efforts to notify the public that the City is now accepting applications.

PHASE 1: Determination of Eligibility

During Phase I, applications will be reviewed for completeness and compliance against the submittal requirements listed below. Applications that are incomplete or received late will automatically be disqualified. To be deemed complete, an application packet must include:

- (a) Cannabis Dispensary License Application;
- (b) Financial Responsibility, Indemnity, and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City's Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s);
- (e) Business Owner Acknowledgment Agreement;
- (f) Proof of Property Owner Consent/Landlord Affidavit; and
- (g) Proof of Insurance or letter of insurability from the Insurance Company.

PHASE II: Evaluation and Review

During Phase II, a committee of City staff ~~and the Consultant~~ will review and score each application using a merit-based, ~~check box~~ system. ~~Essentially, this is a more thorough completeness check using~~ Applications will be scored based upon objective standards and the professional judgment of the reviewers. Points in this phase reflect the accuracy of each application in meeting the established ~~Council Selection C~~riteria. The top applicants, as determined by the City as those scoring a minimum of 90% or higher (2,250 points), in Phase II may be eligible to advance to Phase III. However, the decision as to how many applicants will be interviewed may change based on the quantity of applicants and the overall quality the City receives. Notice of the results of

Phase II will be provided in writing via email to the primary contact listed on the application.

Summary of Evaluation Sections:

- Section A. Business Plan (300 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (200 points)
- Section D. Security Plan (300 points)
- Section E. Qualifications of Owners (300)
- Section F. Neighborhood Compatibility Plan (300 points)
- Section G. Community Benefit and Investment Plan (400 points)
- Section H. Proposed Location (300 points)

SECTION A: BUSINESS PLAN (300 points)

1. ~~Finances*~~—The application should include Aa budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
 - A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
 - B. A pro forma for at least three years of operations.
 - C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.
2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.
 - 2.1 Describe the day-to-day operations for a RETAIL license. This should include at a minimum the following criteria:
 - A. Describe customer check-in procedures.
 - B. Identify location and procedures for receiving deliveries during business hours.
 - C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
 - D. Estimate the number of customers to be served per hour/day.
 - E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
 - F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
 - G. How the Cannabis Business will conform to local and state laws. See SMC

Chapters 19.02, 19.09 and Title 17 as they pertain to retail establishments in the City of Seaside.

H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state's mandated track and trace system.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees.
2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.
3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.
4. Identify all positions and their responsibilities.
5. Describe compensation to and opportunities for continuing education and training for employees.
6. Describe whether the cannabis business is committed to offering employees a Living Wage.
7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the City of Seaside. In order to qualify for this criteria, an owner must have lived in the City of Seaside for at least one year prior to January 1, 2022.

SECTION C: SAFETY PLAN (200 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.
2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.
3. Describe all accident and incident reporting procedures.
4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for

each criterion in this section.

A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.

2. Premises Diagram: In addition to the site plans submitted for the Proposed Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements pursuant to CCR Title 16, Division 42, §5006 Premises Diagram.

A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.

B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.

C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.

D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4").

E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed premises and what activities will be used for the remaining property.

3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.

4. Description of perimeter security, on-site security guards, lighting, and parking.

5. Identify transportation techniques and security procedures.

6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (300 points)

1. Experience – Demonstrate the business owner's experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.

2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Seaside.

3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (300 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.
2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
3. Describe odor mitigation practices:
 - A. Identify potential sources of odor.
 - B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
 - C. Describe all proposed staff training and system maintenance plans.
4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.
5. The application should include the following information about the proposed location:
 - A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
 - B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in SMC section 19.02.010 and Chapter 17.
 - C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.
 - D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.
 - E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.
 - F. Vicinity map.
 - G. Photographs of existing site and buildings.
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SECTION H: PROPOSED LOCATION (300 points)

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