



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, April 17, 2025
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. 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. CAL FIRE HAZARD MAPS PRESENTATION (PAUL BLAHA, INTERIM FIRE CHIEF)

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

7. PRESENTATIONS

A. FEBRUARY AND MARCH 2025 HOUSE OF THE MONTH AWARDS (NEIGHBORHOOD IMPROVEMENT COMMISSION)

B. SB 1383 PROGRESS UPDATE PRESENTATION BY GREENWASTE RECOVERY (BESSIE NICOLAIDES, GREENWASTE OUTREACH SUPERVISOR)

C. PRESCHOOL MURAL SELECTION AND UTILITY BOX ART PROGRAM SELECTION (RECREATION SUPERVISOR, KEE HYON HIGGINS)

D. AFFORDABLE HOUSING FUNDING THROUGH SHORT TERM RENTAL TAX COLLECTION (JOSE BAZUA, ECONOMIC DEVELOPMENT DIRECTOR)

8. CONSENT AGENDA

A. APPROVE PROCLAMATION RECOGNIZING MAY 4-10, 2025, AS PROFESSIONAL MUNICIPAL CLERK'S WEEK

RECOMMENDATION: Approve proclamation recognizing May 4-10, 2025, as Professional Municipal Clerks Week in the City of Seaside.

B. APPROVE PROCLAMATION RECOGNIZING MAY 4-10, 2025, AS SMALL BUSINESS WEEK

RECOMMENDATION: Approve a proclamation recognizing May 4-10, 2025, as Small Business Week in the City of Seaside.

C. APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS NATIONAL WATER SAFETY MONTH

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

D. APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS AFFORDABLE HOUSING MONTH

RECOMMENDATION: Approve a proclamation recognizing May, as Affordable Housing Month in the City of Seaside.

E. APPROVE A PROCLAMATION RECOGNIZING MAY 2025, AS ASIAN PACIFIC AMERICAN HERITAGE MONTH

RECOMMENDATION: Approve proclamation recognizing the month of May, as Asian Pacific American Heritage Month in the City of Seaside.

F. APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS JEWISH AMERICAN HERITAGE MONTH

RECOMMENDATION: Approve proclamation recognizing May 2025, as Jewish American Heritage Month in the City of Seaside.

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE MIDDLE SCHOOL NATIONAL HISTORY DAY PROGRAM TO ASSIST WITH THE COSTS ASSOCIATED WITH MATERIALS FOR THEIR PROJECTS AND TRANSPORTATION, FOOD, AND ACCOMMODATIONS FOR THE STATE COMPETITION

RECOMMENDATION: Approve the request.

- H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$1,500.00 FROM MONTEREY LULAC 2895 TO ASSIST WITH THE COST ASSOCIATED WITH SENDING THEIR YOUTH GROUP TO THE CALIFORNIA LULAC STATE CONVENTION YOUTH LEADERSHIP CONSORTIUM**

RECOMMENDATION: Approve the request.

- I. APPROVE A FEE WAIVER FROM MONTEREY PENINSULA RAMAYAN MANDALI FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI NIGHT EVENT ON SEPTEMBER 27, 2025, IN THE AMOUNT OF \$618.75**

RECOMMENDATION: Approve the request.

- J. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) REPORT COVERING ACTIVITIES FROM JANUARY THROUGH MARCH 2025**

RECOMMENDATION: Approve report covering activities from January through March 2025.

- K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT FOR PROFESSIONAL SERVICES WITH EVERYONE'S HARVEST FOR THE OPERATION OF SEASIDE'S CERTIFIED FARMERS MARKET YEAR ROUND FOR A NOT TO EXCEED AMOUNT OF \$34,800.00 A YEAR FOR A TERM OF TWO YEARS**

RECOMMENDATION: Approve an agreement with Everyone's Harvest.

- L. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 11, 2025**

RECOMMENDATION: Approve the closure of Del Monte Avenue.

- M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$49,958.00 FOR PUBLIC WORKS INFRASTRUCTURE ASSET DATA COLLECTION SERVICES TO NCE, INC.**

RECOMMENDATION: Approve an agreement with NCE, Inc.

- N. ADOPT A RESOLUTION OF THE ADMINISTRATIVE ANALYST II POSITION ASSIGNED TO THE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) TO BE RETURNED AND ADDED TO THE UNCLASSIFIED COMPENSATION PLAN AS THE PROGRAM COORDINATOR (ESCA) POSITION AND MODIFY THE POSITION ALLOCATION LIST TO REFLECT THE CHANGES**

RECOMMENDATION: Approve the modification of the Position Allocation List and Compensation Plan to reflect the changes.

O. ADOPT A RESOLUTION TO CORRECT THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2024-2025

RECOMMENDATION: Approve the re-adopting the City's appropriation limit (commonly referred to as the Gann Limit) for Fiscal Year 2024-2025 in the corrected amount of \$44,618,271.

P. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR RED CURB REQUESTS

RECOMMENDATION: The Traffic Advisory Committee (TAC) recommends:

- 1) approval of red curb on both sides of the driveway approach at 1238 Wanda Avenue;
- 2) approval of red curb immediately east of the driveway approach at 1538 Hilby Avenue;

Q. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR A SECOND DRIVEWAY REQUEST AND A GREEN CURB

RECOMMENDATION: The Traffic Advisory Committee (TAC) recommends:

- 1) denial of a request for a second driveway approach at 1496 Judson Street;
- 2) approval of green curb immediately north of the driveway approach at 1679 Soto Street;

9. PUBLIC HEARING

A. AN ORDINANCE TO AMEND CHAPTER 13.24 OF THE MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING WATER TO DEVELOPMENT PROJECTS (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Receive public comment and conduct the second reading.

B. INTRODUCTION OF AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL OF THE SEASIDE MUNICIPAL CODE FOR THE PURPOSE OF UPDATING CHAPTERS REGARDING BOARDS AND COMMISSIONS, CORRECTING TYPOS, MISNUMBERED CODE SECTIONS, SENTENCE STRUCTURE, MISSING DEFINITIONS, CLARIFICATIONS, PROPOSED TEXT AMENDMENTS, COMPENSATION OF THE MAYOR AND CITY COUNCIL, AND MAKE APPROPRIATE FINDINGS. IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES THE PROPOSED AMENDMENTS ARE EXEMPT PER 15061(B)(3) (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Receive public comment and conduct the first reading:

1. Approve amendments to Title 2 regarding Board and Commissions;
2. Approve amendments to Title 2 regarding the increased compensation for the City Council.

10. BUSINESS ITEMS

A. ANNUAL REPORT AB 481 REGARDING THE POLICE DEPARTMENTS ACQUISITION AND USE OF MILITARY EQUIPMENT

RECOMMENDATION: Approve the use of current equipment defined in AB481.

B. ADOPT A RESOLUTION AUTHORIZING AMENDMENT OF THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES OF THE CAMPUS TOWN PHASE I DEMOLITION DESIGN PROJECT (AG 2021-040) ADDING PHASE IB WORK IN THE AMOUNT OF \$215,254.00 TO BE PAID FOR BY THE FORT ORD REUSE AUTHORITY BONDS

RECOMMENDATION: Authorize the amendment of the professional services agreement with Harris & Associates.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Updates:

1. PG&E presentation on May 1, 2025.
2. Library lease agreement review and County Librarian presentation on May 17, 2025.

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. PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Greg McDanel, City Manager; Samantha Sahkrani, Human Resources Director/Risk Manager

Employee Organizations: Seaside Police Officers' Association, Seaside Firefighters' Association, Seaside Public Safety Managers' Association, Seaside City Employees Association, Seaside Managers Employee Association, Non-Represented Non-Exempt Confidential Employees, Non-Represented Exempt Confidential Employees, Executive Employees, Unclassified Exempt Employees, and Unclassified Non-Exempt Employees

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 REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Golf Course Hotel parcel located at 1 McClure Way, Seaside, CA 93955

Agency Negotiators: City Manager and City Attorney

Negotiating Parties: City of Seaside and KDG

Under Negotiation: Price, Terms of Payment, or both

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

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:

May 1, 2025

5:00 PM

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

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.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: April 17, 2025

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 4-10, 2025, AS
PROFESSIONAL MUNICIPAL CLERK'S WEEK**

RECOMMENDATION

Approve proclamation recognizing May 4-10, 2025, as Professional Municipal Clerks Week in the City of Seaside.

BACKGROUND

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

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Professional Municipal Clerks Week 2025
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "GMDP", is written below the text "Reviewed for Submission to the City Council by:".

Greg McDanel, City Manager

City of Seaside PROCLAMATION



56th Annual Professional Municipal Clerks Week Commemorative Observance

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

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

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

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

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

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

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

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the week of May 4 through May 10, 2025, as Professional Municipal Clerks Week, and further extend deep appreciation to our own outstanding Professional Municipal Clerk, Mrs. Dominique Davis, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Ian N. Oglesby, Mayor
April 17, 2025



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: April 17, 2025

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 4-10, 2025, AS
SMALL BUSINESS WEEK**

RECOMMENDATION

Approve a proclamation recognizing May 4-10, 2025, as Small Business Week in the City of Seaside.

BACKGROUND

National Small Business Week is celebrated during the first week of May every year and takes place from May 4 to May 10 this year. The aim of this week is to honor the entrepreneurs who have played their part in bringing new ideas to life and growing our economy.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Small Business Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "G. McDanel", is written over a horizontal line.

Greg McDanel, City Manager

City of Seaside PROCLAMATION



SMALL BUSINESS WEEK

May 4 – May 10, 2025

WHEREAS, *small businesses are the engines of job creation in the United States and this fact comes to life in the City of Seaside, California; and*

WHEREAS, *small businesses represent a community at work; and often times their value and the role they play in our communities is overlooked because they are small; and*

WHEREAS, *the impact is evident in our society as more than half of Americans either own or work for a small business, and they create approximately two out of three new jobs in the U.S. each year; and*

WHEREAS, *in the City of Seaside, our small businesses over the years have provided jobs, paid taxes, and contributed to local charitable and community efforts; and*

WHEREAS, *owners of small businesses deserve recognition, gratitude and support through the Small Business Administration National Small Business Week May 4 to May 10, 2025; and*

WHEREAS, *the City of Seaside recognizes that small businesses in Seaside are a core component of our local economy and pays tribute to the determination and entrepreneurial spirit of City of Seaside business owners.*

NOW THEREFORE, BE IT PROCLAIMED, *that, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim May 4 to May 10, 2025, as "Small Business Week," and I urge all residents of Seaside to recognize small business for the contributions they make in providing jobs and for the unique cultural and social element they bring to our community.*

Ian N. Oglesby, Mayor
April 17, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: April 17, 2025

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS
NATIONAL WATER SAFETY MONTH**

RECOMMENDATION

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

BACKGROUND

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

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

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

FISCAL IMPACT

There is no fiscal impact associated with this proclamation.

ATTACHMENTS

1. Water Safety Month Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'GMP', is positioned above a horizontal line.

Greg McDanel, City Manager

City of Seaside PROCLAMATION



WATER SAFETY MONTH MAY 2025

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby declares **May 2025 as Water Safety Month** and urges all our citizens in Seaside to support and promote this observance.

Ian N. Oglesby, Mayor
April 17, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: April 17, 2025

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS
AFFORDABLE HOUSING MONTH**

RECOMMENDATION

Approve a proclamation recognizing May, as Affordable Housing Month in the City of Seaside.

BACKGROUND

May is National Affordable Housing Month, an opportunity to recognize the central role that safe, dignified and affordable housing plays in the community's overall well being. The federal government defines housing as affordable when its cost does not exceed more than 30% of a household's income, allowing households to have money leftover for other necessities.

The celebratory month was founded by community members and affordable housing advocates. Many community-based organizations offer housing-themed educational workshops, and celebrations throughout the month of May.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Affordable Housing Month Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'GMP', is positioned above a horizontal line.

Greg McDanel, City Manager

City of Seaside PROCLAMATION



Recognizing May 2025 as Affordable Housing Month

WHEREAS, *Access to safe, dignified and affordable housing is central to Seaside's overall health and vitality, and*

WHEREAS, *Housing affordability continues to be a city, state, and national concern, and*

WHEREAS, *The City of Seaside is committed to the continued advancement of housing opportunities for all its residents, across all income levels, and*

WHEREAS, *The preservation and creation of affordable housing benefits the community at large, and*

WHEREAS, *Meeting the housing needs of Seaside's residents require creative solutions and collaboration across professional sectors and community-wide engagement, and*

WHEREAS, *It is most appropriate that we recognize the work of affordable housing partners, advocates and the City of Seaside in promoting a more accessible housing market.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of May as Affordable Housing Month.*

Ian N. Oglesby, Mayor
April 17, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: April 17, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 2025, AS
ASIAN PACIFIC AMERICAN HERITAGE MONTH**

RECOMMENDATION

Approve proclamation recognizing the month of May, as Asian Pacific American Heritage Month in the City of Seaside.

BACKGROUND

The Library of Congress' list of commemorative observances was approved by the Council in May 2021; Asian Pacific American Heritage Month is included.

Asian Pacific American Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992.

During Asian American and Pacific Islander Month, we acknowledge Asians and Pacific Islanders that live and work in the City of Seaside, contributing to our community's economy, culture, education, politics, arts, literature, science and technological developments.

A commemorative flag will be flown at City Hall.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Recognizing May 2025 As Asian Pacific American Heritage Month

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "GMP", is positioned above a horizontal line.

Greg McDanel, City Manager

City of Seaside PROCLAMATION



ASIAN PACIFIC AMERICAN HERITAGE MONTH May 2025

WHEREAS, This May, during Asian Pacific Heritage Month, we recognize the history and achievements of Asian Americans, Native Hawaiians, and Pacific Islanders (AANHPIs) across our City. In the midst of a difficult year of pain and fear, we reflect on the tradition of leadership, resilience, and courage shown by AANHPI communities, and recommit to the struggle for AANHPI equity; and

WHEREAS, Seaside is proud to be home to a large Asian American, and Native Hawaiian, and Pacific Islander population that contributes greatly to the prosperity and enrichment of our Community; and

WHEREAS, for more than a century, Asian American, and Native Hawaiian, and Pacific Islander men and women have made valuable contributions to all areas of life in this nation, including government, business, arts and sciences, medicine, education, law enforcement, and the military; and

WHEREAS, Asian Americans, and Native Hawaiians, and Pacific Islanders are deeply-rooted in the United States, California, and Seaside reminding us of proud and sometimes painful chapters of our history; and

WHEREAS, Asian Americans, and Native Hawaiians, and Pacific Islanders make our City more vibrant through diversity of cultures, languages, traditions, and religions. AANHPI have represented their communities through public and community service, advocacy, making our city stronger and resilient; and

WHEREAS, diversity represents one of our greatest strengths, and by recognizing the contributions and accomplishments of Asian Americans, and Native Hawaiians, and Pacific Islander men and women, our City celebrates the importance of inclusion to building a brighter future for all of our residents; and

WHEREAS, Seaside is committed to providing comprehensive support to ensure that our community is equitable and welcoming to all people; and

WHEREAS, the City of Seaside is proud to celebrate Asian Americans, and Native Hawaiians, and Pacific Islanders Heritage Month, and commemorate the essential contributions, sacrifices, and accomplishments that AANHPI have made to Seaside.

NOW, THEREFORE BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize May 2025 as **Asian Pacific American Heritage** in the City of Seaside, Ca. and I call this observance to the attention of all our residents.

Ian N. Oglesby, Mayor
April 17, 2025



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: April 17, 2025

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS
JEWISH AMERICAN HERITAGE MONTH**

RECOMMENDATION

Approve proclamation recognizing May 2025, as Jewish American Heritage Month in the City of Seaside.

BACKGROUND

The Library of Congress' list of commemorative observances was approved by the Council in May 2021; Jewish American Heritage Month is included.

From our nation's earliest days, Jewish Americans have been an essential part of the American story, greatly contributing to the religious, cultural, political, economic, and intellectual advancement of all people in the face of discrimination and adversity.

As we celebrate their rich heritage in the City of Seaside and our Nation, we recognize that the Jewish American community has worked tirelessly to strengthen the promise of religious freedom and civil rights in the United States by joining together with all faiths to reject ignorance and intolerance, teach empathy and compassion, and root out hatred wherever it exists.

A commemorative flag will not be flown at City Hall.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Proclamation Jewish American Heritage Month
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'G. McDanel', is positioned above a horizontal line.

Greg McDanel, City Manager

City of Seaside PROCLAMATION



Jewish American Heritage Month Commemorative Observance

WHEREAS, *This month, we honor Jewish Americans — past and present — who have inextricably woven their experience and their accomplishments into the fabric of our local and national identity; and*

WHEREAS, *from our Nation's earliest days, Jewish Americans have been an essential part of the American story, greatly contributing to the religious, cultural, political, economic, and intellectual advancement of all people even while in the face of discrimination and adversity; and*

WHEREAS, *as we celebrate their rich heritage in the City of Seaside and our Nation, we recognize that the Jewish American community has worked tirelessly to strengthen the promise of religious freedom and civil rights in the United States by joining together with all faiths to reject ignorance and intolerance, teach empathy and compassion, and root out hatred wherever it exists; and*

WHEREAS, *The Jewish American experience is a story of faith, fortitude, and progress, it is also a story that is connected to key tenets of American identity, including our Nation's commitment to freedom of religion and conscience.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim May 2025 as Jewish American Heritage Month.*

Ian N. Oglesby, Mayor
April 17, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: April 17, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE MIDDLE SCHOOL NATIONAL HISTORY DAY PROGRAM TO ASSIST WITH THE COSTS ASSOCIATED WITH MATERIALS FOR THEIR PROJECTS AND TRANSPORTATION, FOOD, AND ACCOMMODATIONS FOR THE STATE COMPETITION

RECOMMENDATION

Approve the request.

BACKGROUND

Seaside Middle School National History Program is requesting a donation of \$3,000.00 from the Mayor's Youth Program to assist with the costs associated with materials for their projects, which include display boards, paint, stencils, colored paper, glue cutting boards, prop backdrops, props, technology, and costumes. For those who qualify for the State competition, the funds will help to cover transportation, food, and accommodations. Their National History Day flex elective class is a social studies program that encourages students in grades 6-12 to explore historical topics through research, project creation, and presentation, culminating in a state or national competition.

The students make use of recycled materials, such as recycled art supplies and materials, as well as props and costumes for the exhibits and performances. In addition, if awarded this grant, the National History Day students will participate in campus beautification projects at school, including campus clean-up during lunch and gardening club after school.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. This is the first time that Seaside Middle School National History Program has requested a donation.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund account (601-2106) is \$20,864.61. If the City Council approves this request, the balance will decrease to \$17,864.61. This is for fiscal year 2024/25.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. MYF Request Seaside Middle School - National History Day Program 2025
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 3/23/2025 9:47 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.

- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.

- How this request will provide a municipal benefit (ie., benefit the community).

- Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & Criteria

Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.

- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.

- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.

- Contributions are only paid to organizations, such as non-profit groups and schools.

- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

Funding Requirements

Funding is limited to one contribution per year (every 12 months). The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year. A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant. Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Name of Organization	Seaside Middle School
----------------------	-----------------------

Name	Caitlin Aleru
------	---------------

Email Address	caleru@mpusd.k12.ca.us
---------------	------------------------

Address	999 Coe Avenue
---------	----------------

City	Seaside
------	---------

State	CA
-------	----

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

Phone Number	9165213341
--------------	------------

Additional Phone Number	(831) 899-7080
-------------------------	----------------

Percentage of Residents or Students of Seaside	100
--	-----

Number of Participants	23
Ages of Participants	12-14
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Scholastic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	We would like to raise funds for our National History Day Flex elective class. National History Day is National History Day (NHD) is a year-long, nationwide social studies program that encourages students in grades 6-12 to explore historical topics through research, project creation, and presentation, culminating in a state or national competition. As a 12 year teacher at Seaside Middle School, NHD is a program I have organized for the past nine years. The 23 students in this class have spent this entire school year researching and creating projects that relate to their interests and this year's NHD theme: Rights and Responsibilities in History. They compete in the Monterey County NHD competition sponsored by the Lyceum of Monterey County. Some may also be chosen to participate in the State NHD competition! For those who do not qualify for the state competition, they will be presenting and showing their projects at the Seaside Middle School Spring Open House event for families and the community. We are looking to raise funds to cover the costs of materials for their projects, which include display boards, paint, stencils, colored paper, glue, cutting boards, prop backdrops, props, technology, and costumes, along with more! For those who qualify for the State competition, we also would use the funds to help cover transportation, food, and accommodations.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and	We are looking to raise funds to cover the costs of materials for their projects, which include display boards, paint, stencils, colored paper, glue, cutting boards, prop backdrops, props, technology, and costumes, along with more! For those who qualify for the State competition, we also would use the funds to help cover transportation, food, and accommodations.

"green" sustainability to insure a healthy environment:

The projects that the students will present at these events (NHD Competitions and Open House) make use of recycled materials, such as recycled art supplies and materials, as well as props and costumes for the exhibits and performances. In addition, if awarded this grant, NHD students will participate in campus beautification projects at school, including campus clean up during lunch and the gardening club after school.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

The students and their families, along with support from teachers and school staff from Seaside Middle School, will be participating in a Vertical Raise fundraiser to supplement our request. We will also sell snacks and drinks at home sports games, during football games and wrestling competitions, if we fall short of our fundraising goals.

Total Amount Requested: \$3,000

Electronic Signature Agreement I agree.

Electronic Signature Caitlin Aleru

Date 3/23/2025

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: April 17, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$1,500.00 FROM MONTEREY LULAC 2895 TO ASSIST WITH THE COST ASSOCIATED WITH SENDING THEIR YOUTH GROUP TO THE CALIFORNIA LULAC STATE CONVENTION YOUTH LEADERSHIP CONSORTIUM

RECOMMENDATION

Approve the request.

BACKGROUND

Monterey LULAC 2895 is requesting a donation of \$1,500.00 from the Mayor's Youth Fund to assist with the costs associated with sending their youth group to the California LULAC State Convention Youth Leadership Consortium.

Their students are learning about sustainability by using recycled materials such as reusable water bottles in their community projects. They will be attending this youth leadership consortium where they will learn more about healthy environments with the goal of presenting it to the Spanish-speaking community of the city.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. This is the first time that Monterey LULAC 2895 has requested a donation.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation

to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$17,864.61. If the City Council approves this request, the balance will decrease to \$16,364.61. This is for fiscal year 2024/25.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. MYF Request - Monterey LULAC 2895
2. 501(c)(3) Information - Monterey LULAC 2895

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955

831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955

831-899-6800 | FAX: 831-718-8603

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

In addition, funding will be limited to one contribution per year (every 12 months).

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Monterey LULAC 2895 Youth Group
 Name of Applicant: Francisco Lopez
 Address: Po box 2180 City: Seaside State: CA
 Phone: 831-917-7969 Email: events.lulac.2895@gmail.com
 Number of Participants: 10 Seaside Residents / Students: 90 % Ages: 13-16

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☒ No ☐ Yes, _____

Description of event, activity, or program funding pertains to: *(Attach additional information as necessary)*

Raising funds to send local youth to the California LULAC
State Convention youth leadership consortium

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment:

Funds will be used to support registration and
hotel accomodations while at the event.

What other fundraising activities are you participating in to fund your event, program, or activity?
 What other funding sources will supplement your requests? _____

Total Amount Requested: (See contribution limits) \$ 1500

Applicant Signature: Francisco Lopez

Date: 4-7-2025



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: Monterey LULAC 2895
Name of Applicant: Francisco Lopez
Address: P.O. Box 2180 City: Seaside State: CA
Phone: 831-917-7969 Email: events.lulac.2895@gmail.com

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

What Items were purchased with Mayor's Youth Fund Donation?

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: _____

Applicant Signature: _____ Date: _____

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

Terry Navarro - Re: Mayor's Youth Fund Contribution request for Monterey LULAC 2895 Youth Group

From: "LULAC Council #2895" <events.lulac.2895@gmail.com>
To: Terry Navarro <TNavarro@ci.seaside.ca.us>
Date: 4/8/2025 11:37 AM
Subject: Re: Mayor's Youth Fund Contribution request for Monterey LULAC 2895 Youth Group
Attachments: fw9-LULAC.pdf

Hello Terry,

Thank you for calling and following up with me.

Attached is the W-9 form.

The students are learning about sustainability by using recycled materials such as reusable water bottles in their community project. They will attend a youth leadership consortium where they will learn more about healthy environments with the goal to present to the Spanish speaking community of our city.

Kind regards,

-Francisco Lopez



California League of United Latin American Citizens

December 19, 2022

To Whom It Concerns:

Thank you for your in-kind donation to LULAC.

Please be informed that LULAC Council 2895 is an affiliated organization under the California LULAC Foundation Inc., a 501 c 3 entity.

Our tax I.D. number is **51- 0175837**

Please contact me if you have any questions. My direct number is 805-258-1800 or email me at dave.rodriguez@calulacfoundation.org.

Best regards,
Dave Rodriguez, Chair



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: April 17, 2025

**SUBJECT: APPROVE A FEE WAIVER FROM MONTEREY PENINSULA
RAMAYAN MANDALI FOR THE USE OF THE LAGUNA GRANDE
HALL AND KITCHEN FOR THEIR DIWALI NIGHT EVENT ON
SEPTEMBER 27, 2025, IN THE AMOUNT OF \$618.75**

RECOMMENDATION

Approve the request.

BACKGROUND

The Monterey Peninsula Ramayan Mandali is a non-profit organization, and they are requesting a fee waiver to help cover the costs associated with their Diwali Night celebration on Saturday, September 27, 2025, from 12:00 p.m. to 11:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. The Monterey Peninsula Ramayan Mandali is a seaside base organization.

Staff recommend that the fees be waived for the rental cost of the facility and that the organization provide liability coverage and pay only the non-refundable portion of the deposit of \$98.25 to go towards the building maintenance fund.

The City Council has approved this request on an annual basis since 2023.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Rental Fee	11 Hours @ \$56.25	\$618.75
-------------------------------	--------------------	----------

Deposit Non-Refundable Portion

\$ 98.25

TOTAL

\$717.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$618.75.

ATTACHMENTS

1. Monterey Peninsula Ramayan Mandali - Fee Waiver 2025
2. 501(c)(3) - Monterey Peninsula Ramayan Mandali

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Please read policy on back first.



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: MONTEREY PENINSULA R-MANDALI
Name of Applicant: SHIU SEN
Address: 1627 VALLEJO City: SEASIDE State: CA
Phone: 831-4027246 Email: _____

EVENT INFORMATION:

Event Title: DIWALI NIGHT
Event Description: DIWALI CELEBRATION
Event Date: 09-27-25 Room(s) Requested: LAGUNA GRANDE - COMBO
Time (including set-up): 12-00-11-00 Approximate Number of Guests: 250-300
AM PM

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: NON PROFIT

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 10-12-24 ☐ No

What is your organization's tax identification number? 93-1225183

What percentage of your members or participants resides in Seaside? 75%

Is your organization based in Seaside? ☒ Yes ☐ No

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

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

Applicant Signature: Shiu Sen

Date: 2-26-25

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

HH# 3196

CONTACT INFORMATION

ROOM: LAGUNA GRANDE Combo

Organization: MONTEREY PENINSULA RAMAYAN B.M.

Name of Applicant: SHIU SEN

Address: 1627 VALLEJO ST. City: SEASIDE Zip: 93955

Phone: 831-4027246 Email: SHIU.SEN@YAHOO.COM

Day of Event Contact Name and Phone: SHIU SEN PH. 831 4027246

☒ Resident ☐ Non-Resident

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

Event Title: DIWALI NIGHT

*Please attach invitation or flyer if available.

Event Date: SEPTEMBER 27-28 2025 Approximate Number of Guests: APPROX 300

Reservation Time (including set-up): 1200 - 11-00PM Event Time: 6-00PM - 11-00PM

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

Special Instructions: _____

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

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

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

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

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

Applicant Signature: Shiu Sen Date: 2-26-25

(For Office Use Only)

Permit Fee: \$1273.75 Authorized Agent: James King Date: 3/7/2025

Note: Original to Parks & Recreation Department

Updated 10/24

Page 1 of 4

Packet Page 45



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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

INTERNAL REVENUE SERVICE
P. O. BOX 2502
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 30 2018**

MONTEREY PENINSULA RAMAYAN BHAJAN
MANDALI
1627 VALLEJO STREET
SEASIDE, CA 93955-0000

Employer Identification Number:
93-1225183

DLN:
26053618005478

Contact Person:
CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
509(a)(2)

Form 990/990-EZ/990-N Required:
Yes

Effective Date of Exemption:
August 3, 2018

Contribution Deductibility:
Yes

Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 947

-2-

MONTÉREY PENINSULA KAMAYAN BHAJAN

To view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,
which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Enclosure:
Addendum



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: April 17, 2025

**SUBJECT: APPROVE ENVIRONMENTAL SERVICES COOPERATIVE
AGREEMENT (ESCA) REPORT COVERING ACTIVITIES FROM
JANURY THROUGH MARCH 2025**

RECOMMENDATION

Approve report covering activities from January through March 2025.

BACKGROUND

The Fort Ord Reuse Authority (FORA) officially closed all operations on June 30, 2020. Prior to sunset, the City of Seaside and FORA entered into a Memorandum of Agreement nominating Seaside as FORA's Environmental Services Cooperative Agreement (ESCA) Successor-In-Interest (Successor). Seaside is now responsible for performing the remaining Long-Term Obligations (LTO) management responsibilities related to U.S. Army (Army) Munitions and Explosives of Concern (MEC) on ESCA property until June 30, 2028. A summary of the ESCA remediation program to date is provided below. A quarterly report is required to be prepared and submitted to the Army after review and acceptance by the City Council.

FORA ESCA Remediation Program Background:

In 2007, the Army and FORA entered into an agreement with the Army-funded ESCA for the removal of the remnant MEC on 3,340 acres of the former Fort Ord. Under the ESCA terms, the Army awarded FORA approximately \$98 million to perform Comprehensive Environmental Response Compensation and Liability Act (CERCLA) MEC cleanup on those parcels. FORA also entered into the Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) (collectively referred to as regulatory agencies), defining FORA's contractual conditions to complete the Army remediation

obligations for the "ESCA parcels." FORA received ESCA property ownership after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer in 2009.

The ESCA properties received Records of Decision (ROD) documenting controls required to protect public health and safety and the Land Use Control Implementation Plan (LUCIP) / Operation and Maintenance Plan (OMP) implementation, operation and maintenance ROD controls tailored to individual site conditions and historic MEC use. The final ESCA LUCIP/OMP documents were accepted by the Army and Regulators in February 2019. These ESCA properties received the last EPA Remedial Action Completion letter in February 2019. The EPA issued a site-wide ESCA remedial completion certificate in April 2020.

Remedial Action Completion initiated the Army's long-term obligations on ESCA properties. To complete the ESCA and the AOC obligations, the Successor, Seaside, is required to complete a truncated series of tasks until the expiration on June 30, 2028, to include site investigation and monitoring, ensuring compliance with the land use controls for ESCA parcels by land holding jurisdictions, mitigation, monitoring, reporting for any potential or found munitions and explosives of concern, and public information and outreach regarding land use. Should any instances of MEC occur, the contractors of Arcadis, Inc., Weston Solutions, Inc. and Westcliffe Engineers, Inc. will assist with providing LTO support services.

ESCA QUARTERLY UPDATE

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties.

There are a few, remaining property transfer tasks. Work continues to transfer the last three Economic Development Conveyance parcels from Army ownership to their designated recipients: Monterey-Salinas Transit Parcels L2.3 and L2.4.1 and Seaside Parcel E20c.1.

ESCA staff continue to host LTO Management, and Property, Planning, Police, and Property Manager quarterly meetings with all land-holding jurisdictions and the Army. These meetings discuss and review projects or other activities as outlined by the LUCIPs that are included on their properties. A quarterly meeting was held on February 5, 2025. ESCA provided "refresher" training and a site tour to representatives of the Monterey Peninsula Regional Park District on February 24, 2025. ESCA participated in a meeting, presentation, and tour for Army officials on February 20, 2025. Army

participants included representatives from the Army's G-9 Office, Fort Ord BRAC Field Office, and U.S. Army Corps of Engineers.

ESCA submitted the revised, Final Construction Support Plan for the Seaside storm water infiltration system repair project. There were no comments. ESCA will provide the required After Action Report for the in-progress Monterey One Water pipeline Phase 4 project upon completion.

Based on the history of the former Fort Ord as an Army base, munitions may be encountered during the reuse of the property. ESCA outreach specific to the munitions safety awareness class at FortOrdSafety.com serves as an important resource to remind community members who might discover suspicious objects to follow the 3Rs of explosives safety – Recognize, Retreat, and Report. ESCA is responsible for the maintenance and participant tracking for the English and Spanish version of the free online training class at Fort Ord Safety.com. The training at FortOrdSafety.com supplements and compliments the Army's on-site munitions safety training program as an important community asset for the use of the lands of the former Fort Ord. Participation in this training remains robust. In January, ESCA sent the annual munitions safety recognition class information to property owners, jurisdictions, and entities with possible intrusive activities on the former Fort Ord. The ESCA team continues to conduct weekly patrols of Seaside's ESCA properties and bi-weekly patrols of other ESCA properties.

ESCA provided program updates at the Army's BRAC Cleanup Team meeting dedicated to munitions on February 13, 2025. Updates were also provided at the Army's online Community Involvement Workshop (February 8) and Technical Review Committee (February 11). ESCA participated in the Army's Annual Munitions Site Security Committee meeting on February 27, 2025.

NEXT QUARTER GOALS

During the next quarter, the ESCA Program will be focusing on the following tasks.

- ESCA will continue coordination supporting the completion of property transfers.
- ESCA will also continue coordination with jurisdictions and extensive public outreach on the Munitions Recognition and Safety Training which is available at FortOrdSafety.com.
- ESCA will continue weekly inspection and monitoring of activities on ESCA lands.
- ESCA will continue follow-up of incidents of concern.
- ESCA will offer "refresher" training to Del Rey Oaks. A training session has been scheduled for California University State University Monterey Bay on June 4, 2025.
- ESCA will continue to assist and coordinate with munitions documentation such as After-Action Reports, Construction Support Plans, and notifications for projects located on ESCA properties with soil disturbances of less than 10 cubic yards with low probability of encountering munitions.
- ESCA will assist other jurisdictions with questions related to ESCA land use controls.

- ESCA will participate in the following outreach events: Seaside Earth Day, Army Technical Review Committee, and Army Community Involvement Workshop.
- ESCA will participate in the Army's munitions response BRAC Cleanup team meetings which are scheduled for May and July.

FISCAL IMPACT

None. The actual cost to Seaside of these Army obligations will be fully reimbursed.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: April 17, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXTEND THE AGREEMENT FOR PROFESSIONAL SERVICES
WITH EVERYONE'S HARVEST FOR THE OPERATION OF
SEASIDE'S CERTIFIED FARMERS MARKET YEAR ROUND FOR A
NOT TO EXCEED AMOUNT OF \$34,800.00 A YEAR FOR A TERM
OF TWO YEARS**

RECOMMENDATION

Approve an agreement with Everyone's Harvest.

BACKGROUND

The City of Seaside seeks to extend the contract for its Certified Farmer's Market with the goals of building on the foundation of a festive community event and social gathering place. The goal of the farmer's market is to offer community members an opportunity to purchase locally grown produce, artisan goods, and locally sourced and culturally relevant products that will appear to a broad range of residents and visitors and will highlight the unique and diverse character of Seaside. The market will also give farmers an opportunity to sell their products locally, and also provide local businesses, non-profits, artisans, and musicians with an opportunity to participate.

During the Fiscal Year 22/23 budget meetings, it was determined that the City would like to bring back a Farmer's Market. Having a market in Seaside is a key component for the City to achieve Blue Zones Project Certification as the market will serve as the Marquee project in the area of food policy. The market will provide affordable, accessible and fresh fruits and vegetables for the community while also having a variety of multicultural vendors that reflect this city's diversity. The last time a City had a Farmer's Market was in Fiscal Year 18/19, and that market was held on Saturdays on

the 600 block of Broadway.

Everyone's Harvest Team

Everyone's Harvest is a 501(c)3 organization that currently operates five Certified Farmer's Markets in Monterey County, and has 20 years of experience with the operational functions of these markets. In addition, Everyone's Harvest provides several community food programs such as: Market Match, Fresh Rx, and Edible Education, which provides a \$15 match for CalFresh purchases and a weekly \$35 voucher for FreshRx. These programs increase equitable access for low-income community members to affordable, locally grown produce. These programs are not offered by any other farmer's market operators in Monterey County.

Everyone's Harvest markets provide a venue where local multicultural, small-and mid-scale farmers can sell culturally relevant produce directly to local consumers, where in Seaside 45.6% are Latin X, 7.1% are African American, and 9.1% are Asian, according to the US census. The demographics of the farmers and vendors who participate in Everyone's Harvests' markets reflect the diversity of Seaside. Also, local food vendors and artisans can sell their products directly to members of the community, and local musicians and other performers will have the opportunity to entertain their fellow community members and community groups can educate the public about local programs, events, and activities.

The operation of a Certified Farmer's Market in the City of Seaside is in support of the City Council's Strategic Priorities of:

Diverse and inclusive Community

Community Safety and Quality of Life

FISCAL IMPACT

The authorized agreement amount is not to exceed Thirty Four Thousand Eight Hundred dollars (\$34,800) a year for the two-year term, and a total contract amount of Sixty Nine Thousand Six Hundred dollars (\$69,600). The funding source for the agreement is in the City's 2025-2026 Fiscal Year Community Events - Recreation Budget account 100-9220-7134.

ATTACHMENTS

1. Resolution
2. 2025 EH Seaside Farmers Market Proposal
3. PSA Farmer's Market 2025

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH EVERYONE'S HARVEST FOR THE OPERATION OF SEASIDE'S CERTIFIED FARMERS MARKET YEAR ROUND FOR A NOT TO EXCEED AMOUNT OF \$24,600 A YEAR FOR A TERM OF TWO YEARS

WHEREAS, the City of Seaside seeks to extend it's Certified Farmers Market with the goals of continuing on the framework that built a festive community event and social gathering place, while also offering community members an opportunity to purchase locally grown produce, artisan goods, and locally sourced and culturally relevant products; and

WHEREAS, having a Certified Farmers Market in the City of Seaside is a key component for the City to achieve Blues Zones Project Certification; and

WHEREAS, the Certified Farmers Market will provide and accept several community food programs such as; Market Match, Fresh Rx, and Edible Education; and

WHEREAS, on April, 6, 2023, the City Council approved the two year contract with Everyone's Harvest to operate a certified farmer's market; and

WHEREAS, Everyone's Harvest team has be able to execute the vision outlined in their initial proposal, and has experience success with operant the Certified Farmers Markets in the City of Seaside at Laguna Grande Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to enter into a professional services agreement with Everyone's Harvest to operate a Certified Farmer's Market on Thursdays from 3pm – 7pm at Laguna Grande Park, on a year round basis for an amount not to exceed Twenty Four Thousand Six Hundred Dollars (\$24,600) a year for a term of two years and a total contract of Forty Nine Thousand Two Hundred dollars (\$49,200).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of April 2025 by the following vote:

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

ATTEST:

Ian N. Oglesby, Mayor

Dominique Davis, City Clerk



31 Upper Ragsdale Dr. Ste 4 Monterey, CA 93940 ~ Phone: (831) 384-6961 ~ www.everyonesharvest.org

1. INTRODUCTORY LETTER

April 9, 2025

Dan Meewis
Recreation Director
City of Seaside
986 Hilby Ave
Seaside, CA 93955

Re: FARMERS' MARKET PROPOSAL – CITY OF SEASIDE

Dear Mr. Meewis:

Thank you for the opportunity to submit, on behalf of Everyone's Harvest, this application to create, operate and manage a vibrant, healthy, year-round Farmers' Market (CFM) for the City of Seaside. On behalf of Everyone's Harvest, I submit for your consideration our proposal to serve the community by operating and managing a year-round Seaside CFM. Everyone's Harvest proposes to operate the market from April 10, 2025 to April 9, 2027 for the total amount of \$69,600, subject to a contract with a term of two years that includes on-going one-year extensions.

Everyone's Harvest is a 501(c)3 organization that operates six CFMs as well as community food programs in Monterey County. Our mission is to provide access to healthy, affordable fruits and vegetables through CFMs and community food programs. Our vision is for every community to have a fair and sustainable food system.

Everyone's Harvest has 22 years' experience operating CFMs, beginning with the year-round market in Marina in 2003, expanding to the year-round Pacific Grove market in 2008 and adding three seasonal markets in Salinas at the Natividad Medical Center, Salinas Valley Memorial Hospital, and at the WIC Office in East Salinas that we have operated for over a dozen years. CFMs (CFMs) are distinguished from other types of outdoor markets by the fact that they are required to have a specific designated area in the market where all the produce, flowers and plants are sold by the farmers who are growing the items, and all the farmers are "direct market" producers and thus able to sell at CFMs. Everyone's Harvest combines our CFMs with weekly community events that feature prepared foods and artisan goods to create a larger, festive gathering place, drawing people to the market and giving local restaurants and artisans additional sales opportunities. Yet Everyone's Harvest CFMs are self-contained enough to embrace a family and community atmosphere while providing the above mentioned assets.

Everyone's Harvest is particularly interested in serving the Seaside community because, in addition to our CFMs, we provide several community food programs, Market Match, Fresh Rx, Edible Education, and Farms Together that provide a \$30 match for CalFresh purchases, a weekly \$35

produce voucher for patients with diet-related health conditions, free cooking demonstrations, and free produce boxes for residents from low-income backgrounds, respectively. These programs increase equitable access for community members from low-income backgrounds to affordable, locally grown produce and they are not offered by any other CFM operators in Monterey County.

Using data from the US Census on CalFresh (SNAP) federal nutrition benefits use in Seaside and combining these data with information about the percentage of eligible families enrolling in CalFresh (59.2%) from the [CalFresh Data Dashboard](#), we have calculated that approximately 3,000 families may be eligible for CalFresh yet only 1,776 families may be enrolled, according to the 2023 American Community Survey. This indicates an opportunity for growth given that Seaside has a median income of \$82,303 as compared to nearby Monterey with a median income of \$104,110. With 14.9% of Seaside residents living below the poverty level, we have an opportunity to promote CalFresh with the \$30 match available thanks to support from the Market Match program, a matching program funded in part through the California Department of Food and Agriculture and the USDA's National Institute for Food and Agriculture and by additional local funders.

Everyone's Harvest was the first CFM in Central California to accept CalFresh benefits at our CFMs, and our Market Match program doubles the value of customers' CalFresh benefits to purchase fresh fruits and vegetables up to \$30. That is, for every \$30 spent using CalFresh for fruits and vegetables at the CFM, CalFresh recipients receive an extra \$30 to buy produce at the market.

In 2024, 1483 people using CalFresh bought fresh produce at Everyone's Harvest CFMs with a \$30 match, making 4411 purchases totaling \$178,700. At the Seaside CFM, the number of CalFresh customers increased by 63% between 2023 and 2024. These purchases not only impact CalFresh recipients' health and wellbeing, but bring much-needed income to our local small-scale producers.

Fresh Rx is a produce prescription program operated as a partnership between healthcare providers and our CFMs. Physicians "prescribe" fresh fruits and vegetables to patients at risk for nutrition insecurity and diet-related illnesses and direct them to Everyone's Harvest CFMs where they receive \$35 worth of fresh produce weekly. The Seaside Family Health Center was our first healthcare partner when we established the Fresh Rx program in 2014 with a cohort of eight patients. Since then, we have served 1,920 patients, including referrals we have received from the Seaside Family Health Center since opening up the Seaside CFM!

Edible Education provides free, in-person cooking demonstrations at the CFMs featuring healthy recipes using market produce. The program has also grown to include a Food Navigator who directs community members to resources for healthy, affordable food throughout the county.

Farms Together is our newest community food program that we launched in April 2024 exclusively at the Seaside CFM. The program purchases fresh produce from the farmers who sell at the Seaside CFM, aggregates the produce into boxes, and distributes 285 produce boxes per week for free to any customer at the Seaside CFM from a low-income background. In 2024, we distributed 11,350 boxes, purchased \$305,082 from farmers to help boost their sales at the market, and brought 285 people weekly to the market to pick up boxes, buy extra items while they attend the market, and learn about other ways they can stretch their buying power at the market through our community food programs.

Furthermore, Everyone's Harvest CFMs provide venues where local multicultural, small- and mid-scale farmers can sell culturally relevant produce directly to local consumers, 46% of whom are Latinx, 5% are Black, and 10.4% are Asian in Seaside, according to the US Census. The demographics of the farmers and vendors who participate in our markets reflect the diversity of Seaside. Also, local food vendors and artisans can sell their products directly to members of the

community, local musicians and other performers have the opportunity to entertain their fellow residents, and community groups can educate the public about local programs, events and activities.

We also want to acknowledge lessons learned from our current management of the Seaside CFM. Everyone's Harvest has strengthened its capacity to deliver a successful market for the City of Seaside. First of all, we now have the services of Elevate 831 to help us promote the market in various local media outlets, on social media, through our newsletter and through collaborating to bring more live entertainment to the market through Elevate 831's affiliation with the Night Market 831 in Sand City. Second, we have an energetic and enthusiastic team of staff and board members who have deep ties to the local community and are well-connected to the local small-scale farmers, artisans, and small businesses who contribute to the vibrant ambiance of our CFMs. The staff are well-positioned to inform and support the expansion of the market.

In closing, Mr. Meewis, I want to express from all of us at Everyone's Harvest how excited we are to present this proposal to start and operate the Seaside CFM with the option to extend the contract until 2027. We are requesting approval of a renewal of this Everyone's Harvest – City of Seaside Year-round CFM Proposal. The Seaside CFM will continue to provide a bounty of healthy produce and community outreach activities to the City of Seaside and Monterey County.

I look forward to hearing from you regarding the status of our application. Please contact me with any additional questions or need for additional information. Thank you for your time and consideration of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'HP' or 'Hester Parker', with a stylized, cursive flourish.

Hester Parker, PhD
Executive Director

TABLE OF CONTENTS	
1. INTRODUCTORY LETTER	1
2. TABLE OF CONTENTS	
3. QUALIFICATIONS AND EXPERIENCE	5
EVERYONE’S HARVEST KEY PERSONNEL:	6
4. WORKPLAN	7
EH MARKET FEES	8
DETAILED SITE PLAN	8
PROJECT DESCRIPTION &	8
NEW PROJECT ADDITION FOR 2025–2027	10
STAFFING PLAN	11
FLAT RATE FOR THE SEASIDE CFM SERVICE	12
ADDITIONAL SERVICES INCLUDED IN THE FLAT RATE	13
VENDOR FEES COLLECTED AT SEASIDE CFM	14
PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS	14
SERVICES REQUIRED OF SEASIDE	14
5. CONFLICT OF INTEREST STATEMENT	14
6. SUPPORTIVE INFORMATION/REFERENCES	15
7. APPENDIX A: CERTIFICATE OF CURRENT INSURANCE	15
8. APPENDIX B: BUDGET	17

3. QUALIFICATIONS AND EXPERIENCE

Everyone's Harvest (EH) operates the following six CFMs:

1. Marina CFM since 2003
2. Pacific Grove CFM since 2008
3. Natividad Medical Center CFM in partnership with NMC since 2010
4. Alisal CFM at the Monterey County Health Department's WIC office at 632 E. Alisal Street in East Salinas since 2011.
5. Salinas Valley Health CFM since 2013
6. Seaside CFM since 2023 (and in 2018-19)

CFMs are distinguished from other farmers' markets by the fact that all of the vendors who sell produce in a CFM are required to be California producers who grow what they sell. EH has continuously received permits from the California Department of Food and Agriculture to operate CFMs for 22 years, beginning with the Marina CFM. We also update the following on a yearly basis: 1. health permits for each CFM with the Monterey County Health Department's Environmental Health Bureau; 2. business licenses with the respective cities within which we operate; and 3. fire department permits where applicable. Upon opening each new CFM, EH obtained conditional use permits from the respective cities where we operate the market.

Our CFMs and community food programs focus on serving families impacted by nutrition insecurity and diet-related chronic health conditions in historically underserved Monterey County communities. EH pioneered the use of electronic benefits transfer (CalFresh, the CA version of SNAP EBT) access at its CFMs long before other markets in Central California. The Natividad CFM at Natividad Medical Center (NMC) and the Salinas Valley Health CFM at the Salinas Valley Memorial Hospital provide Fresh Rx programs in collaboration with the healthcare providers on site. The Marina CFM and the Alisal CFM that operates outside of the MCHD Women, Infants, and Children's (WIC) program office in East Salinas provide the Fresh Rx produce prescription program to patients enrolled through Monterey County Clinic Services and Clinica de Salud del Valle de Salinas.

In 2014, EH was the first—and remains the only—CFM organization in the county to implement a produce prescription program, Fresh Rx, in partnership with the Seaside Family Health Center. Through Fresh Rx, families served by Monterey County Clinic Services are prescribed \$35 worth of fresh produce by their physicians and access its benefits by receiving fresh produce vouchers, nutrition education and information about affordable food resources/access points throughout the county from EH staff at the weekly CFMs. Fresh Rx participants can immediately purchase culturally valued produce directly from the limited-resource, multi-cultural farmers who sell at the markets. The Fresh Rx program at the Seaside Family Health Center was temporarily suspended in 2020, but EH reinstated the program in 2023 when we opened the Seaside CFM.

EH's additional community food programs include Edible Education—cooking demonstrations, workshops and nutritional tastings—that teach nutrition and cooking skills using produce from the markets, and Market Match, which doubles the spending power, up to \$30, of families buying produce at CFMs using CalFresh (SNAP) benefits.

EVERYONE’S HARVEST KEY PERSONNEL:

Hester Parker, PhD, Project Director & Executive Director: Parker has six years of experience on the board of Everyone’s Harvest before assuming the Executive Director position in January 2022. She is proficient in Spanish and has assisted small-scale Latine family farmers with an organic farmer cooperative in the greater Salinas area, founded and managed a farm-to-school program, and taught nutrition and garden-based education at the K-12 level in East Salinas. She has also taught undergraduate courses in social and ecological justice, environmental policy writing, and independent research capstones for the environmental studies major at CSUMB. Her leadership role at Everyone’s Harvest includes project management and cultivating partnerships.

Alejandro Hernandez, Edible Education Coordinator/Market Program Manager: Hernandez is fluent in Spanish and English and has 18 months experience in CFM operations, co-managing our Seaside, Pacific Grove and Natividad CFMs. In addition to managing the CFMs, he oversees Everyone’s Harvest’s Edible Education cooking workshops and nutritional tastings, and he will provide bilingual food navigation services, nutrition education, and in-person Edible Education program services at the CFMs. Hernandez also coordinates the Farms Together program by ordering from farmers, organizing the drop-off and aggregation of produce in the boxes at the Seaside CFM, and the distribution of produce boxes during the last two hours of the Seaside CFM.

James Arceo Vergara, Market Match Rx Program Coordinator/Market Program Manager: Vergara is fluent in Tagalog and English, and proficient in Spanish. He has six months of experience in CFM operations, co-managing our Seaside, Marina, Pacific Grove and two of our Salinas CFMs. He oversees EH’s Market Match program and will provide support to CalFresh/Market Match customers who frequent the CFM to purchase CalFresh eligible items and produce at the CFMs.

Beatriz Espinoza, Fresh Rx Coordinator/Market Program Manager: Espinoza is fluent in Spanish and English and will be a key liaison for the patients, healthcare partners, and farmers involved in the Fresh Rx program at the Seaside CFM. She has three years of experience in Fresh Rx program management and CFM operations, managing our Alisal CFM. She oversees EH’s Fresh Rx produce prescription program in collaboration with local healthcare providers. She will provide bilingual support to Fresh Rx participants who frequent the CFM to redeem their produce prescriptions and purchase produce.

Michelle Clark, Office and Finance Manager: Clark has experience illustrating data outcomes, providing program support, handling grant reports, program budgeting, administration and logistics to ensure program success. She manages and maintains the integrity of the program databases and reports. She will be a grant administrator, and her duties will include bookkeeping, invoices, project databases, collecting and tracking all market related fees, and making sure all permits are up to date. She will also work with the Executive Director and staff to effectively analyze market data to make sure successful market outcomes are achieved.

Joana Ortiz Atlixqueno, CCAH Community Health Champion: Atlixqueno is fluent in Spanish and English and has been a part-time paid intern with EH for 18 months. She will assist the Edible Education Coordinator in providing bilingual food navigation services, nutrition education, and in-person Edible Education program services at the CFMs.

4. WORKPLAN

Everyone's Harvest's vision for the Seaside CFM is to continue to provide a flourishing community gathering space and shopping experience for the City of Seaside. Community members will continue having the opportunity to move away from the large impersonal supermarket experience to a lively outdoor social marketplace featuring fresh, local produce and supporting local small-scale multicultural farmers and locally-owned restaurants and artisans.

The market will continue to:

- ❖ Create an outdoor marketplace for the local community
- ❖ Increase business for sustainable and organic small-scale farmers, local artisans, and local businesses
- ❖ Attract additional tourists to the City of Seaside
- ❖ Bring people from diverse backgrounds together
- ❖ Support farmer/consumer relationships
- ❖ Create a platform for Seaside restaurants and local groups to reach out to the public
- ❖ Maintain free booth spaces for local nonprofits, community groups and school clubs, with a minimum of three (3) free spaces reserved weekly for the City and/or non-profit groups selected by the City
- ❖ Allow volunteers and students to participate in the production of the market
- ❖ Provide a venue for musicians and entertainers to perform

The primary development strategy is to create a market where all of the produce available is local, sustainably grown and primarily organic, and to provide a social event where people come together. The market as a social event will be provided through seating, free live music, entertainment, a children's activity table, a community information booth, and free booth spaces for local community groups. Locals will continue to benefit from a grocery shopping experience that transforms an anonymous individual task into a fun public weekly gathering. The market will continue to be a place where the community comes together.

Products sold to customers by vendors will be:

- ❖ Fresh, local, and sustainably grown fruits and vegetables
 - ❖ Delicious prepared foods
 - ❖ Artisan foods and crafts
- (non-food items will be limited to a maximum of 25% of vendor sales dedicated to non-food products)

Services provided by the organization will be:

- ❖ Event Coordination, including regularly special events such as live music, wine and beer gardens, performances by local Seaside school and community groups, etc.
- ❖ Extensive advertising, featuring the City's name and/or logo in a prominent position on all marketing materials
- ❖ A system of redemption for EBT/WIC & Market Match
- ❖ Community outreach
- ❖ Children's activity table
- ❖ Community information booth
- ❖ Organization of interactive cooking workshops and demonstrations
- ❖ Comfortable seating
- ❖ Recycle, trash, and compost bins
- ❖ Staff and volunteers to assist in advertising the market, organizing special events at the market and help with vendor set up and break down

The key to success will be to build on the connections already made between the small-scale farmers with Seaside's authentic restaurants and involve local residents in the growth of the market. *Everyone's Harvest's* aim is to provide only fresh, sustainably grown produce from small-scale farmers, and a unique marketplace reflecting the multicultural Seaside community featuring local artisans.

EH MARKET FEES

ON-SEASON: March 1 — Nov 1.

SINGLE MARKET FEE

5x5-foot space = \$35.00
 10x10-foot space = \$50.00
 20x10-foot space = \$75.00
 30x10-foot space = \$100.00

MONTHLY FEE (4 MARKETS):

5x5-foot space = \$130.00
 10x10-foot space = \$190.00
 20x10-foot space = \$290.00
 30x10-foot space = \$390.00

MONTHLY FEE (5 MARKETS):

5x5-foot space = \$160.00
 10x10-ft space = \$235.00
 20x10-ft space = \$360.00
 30x10-ftspace = \$485.00

OFF-SEASON: WINTER: Nov. 1 - March

SINGLE MARKET FEE

5x5-foot space=\$35.00
 10x10-ft space=\$50.00
 20x10-foot space=\$75.00
 30x10-foot space=\$100.00

MONTHLY FEE (4 MARKETS):

5x5-foot space = \$130.00
 10x10-ft space = \$190.00
 20x10-ft space = \$290.00
 30x10-ft space = \$390.00

MONTHLY FEE (5 MARKETS):

5x5-foot space = \$160.00
 10x10-ft space = \$235.00
 20x10-ftspace = \$360.00
 30x10-ftspace = \$485.00

DETAILED SITE PLAN

For the proposal, the Seaside CFM set-up is from an hour before the market opens and breakdown is for an hour after the market closes. Note that these are only estimates and will be further clarified through the scope of services. Actual hours and costs may vary from the identified estimates below, depending on the scope of service.

PROJECT DESCRIPTION

SEASIDE CFM SERVICES:

The Seaside CFM will include California growers, prepared food, local artisans, and performers. The market will include a Market Information Booth staffed by *Everyone's Harvest*. Under this scope of work, the City of Seaside will be invoiced for market costs up to a total not to exceed \$34,800 per year.

Below is the list of identified projects and services *Everyone's Harvest* anticipates providing to the City of Seaside under this scope of work from April 10, 2025 to April 9, 2026 and April 10, 2026 to April 9, 2027, if the contract is extended for a second year. The proposal includes a total of 50 markets in the first year from an anticipated start date during the week of April 10, 2025 to April 9, 2026 and, if the contract is extended for a second year, 50 markets from April 10, 2026 to April 9, 2027. The markets will be closed for two weeks between the Christmas and New Year's Day holidays in 2025-2026 and 2026-2027.

Based on feedback from surveys of customers and vendors at the Seaside CFM, we are proposing that the market occurs every Thursday from 3:00 pm to 7:00 pm year-round.

Project Details and Timeline for Seaside CFM:

1. Everyone's Harvest estimates employees will spend an average of 22 hours a week between four employees on the Seaside CFM on and off site.
2. **Two months before the market renewal in June 2025:** Current scope of work defines these activities from April to June, 2025:
 - a. Renew the following permits:
 - i. California Department of Food and Agriculture CFM certificate,
 - ii. Health permit from the Monterey County Health Department's Environmental Health Bureau,
 - iii. Business license from the City of Seaside (if applicable),
 - iv. Fire department inspection and permits where applicable,
 - v. WIC Farmers Market and Senior Market Nutrition Programs Farmers Market authorization,
 - vi. CalFresh/Supplemental Nutrition Assistance Program (SNAP)/Electronic Benefits Transfer (EBT) reauthorization upon renewal date.
 - b. Recruit new vendors; farmers and local businesses,
 - c. Sign up nonprofits, community groups and school clubs to support and participate in the market,
 - d. Coordinate Community Food Program details,
 - e. Include in existing insurance plan coverage for the Seaside CFM,
 - f. Organize live music, entertainment and educational workshops for the market,
 - g. Replenish any market equipment needing replacement.
 - h. Continue advertising for the Seaside CFM through the following methods:
Press releases, print and digital announcements in local newspapers and event sections, social media campaigns, posters, flyers, signs, postcard and email announcements, and public service announcements on radio and television.
 - i. Provide presentations about the market opening and market information to local community groups.
 - j. January to April, 2026, meetings with City of Seaside and Everyone's Harvest administrative staff will take place to reflect on the first year of the CFM renewed contract and Community Food Program season and to make adjustments for the season to come.

NEW PROJECT ADDITION to 2025-2027 PROPOSAL: Seaside Sessions – A Monthly Music/Entertainment Series at the Seaside CFM

Overview

We propose launching **Seaside Sessions**, a live music and community event series held on the **Third Thursday of every month** at the Seaside CFM. This recurring event will feature local live music or entertainment, a beer and wine garden, and additional family-friendly activities. These special once a month Seaside events are designed to draw more people to the market, support local creatives and small businesses, and provide an inclusive space for the community to gather and connect.

Goals & Objectives

- Increase attendance and awareness of the Seaside CFM,
- Increase local farmer and vendor sales,
- Highlight and support local musicians, performers, and artists,
- Create a designated area for beer and wine service featuring local producers,
- Offer diverse entertainment and activities for all ages,
- Strengthen the sense of community and cultural vibrancy in Seaside.

Event Components

Live Music or Entertainment

- One or two performances per event featuring local talent with rotating genres each month
- Performances scheduled between 4:00 PM and 7:00 PM with a break from 5-5:30 for produce box distribution and announcements.

Beer & Wine Garden

- A designated 21+ area within the market footprint
- Featuring local breweries and wineries from Monterey County and beyond
- Proper permitting and staffing for alcohol service will be secured.

Additional Activities

- **Kids' Activities:** crafts, bubbles, and outdoor games
- **Live Cooking Demos:** Coordinate Everyone's Harvest Edible Education program with this event to feature local chefs for live cooking demos and nutritional tastings

Logistics & Support Needs from City of Seaside

- PA sound system
- Tables and Chairs
- Barriers or rollup fencing to separate the beer and wine garden

Promotion Strategy

- Marketing through Everyone’s Harvest, local businesses, and city media platforms
- Event listings in local news, radio, and community calendars
- Social media campaigns leading up to each Third Thursday
- Cross-promotion opportunities with market vendors and sponsors

STAFFING PLAN

On-site services, total of 18 hours weekly:

- Market Program Manager for 10 hours at \$24.00 per hour
- Market Program Manager for 8 hours at \$24.00 per hour

Off-site services, total of 4 hours weekly:

- Executive Director for 4 hours per week at \$44 per hour
- Office and Finance Manager for 3 hours per week \$40 per hour

Executive Director provides for Seaside CFM:

- Planning and coordination of Seaside Market details with the City of Seaside.
- Acquiring all required permits (see above).
- Furnishing to the City of Seaside a copy of all permitting required to operate the Seaside CFM from other local, county or state health and/or safety agencies.
- Coordination, supervision, and support of Everyone's Harvest Seaside Market staff.

Market Program Managers provide for Seaside CFM:

- **Off-site:** Recruit farmers and vendors to participate in the Seaside CFM
- **Off-site:** Conduct outreach and advertising for the Seaside CFM including coordinating advertisements and the distribution of Seaside CFM posters and postcards throughout the City of Seaside, Health Department, and local area.
- **On-site:** Coordinate all Seaside CFM set-up and take-down activities, including placement of traffic barriers, direction of vendor traffic entering and exiting the market, assignment of vendors to booth spaces, and placement of trash, recycling, and compost bins (provided by Everyone’s Harvest). Bin contents will be monitored throughout the market to ensure that biodegradable, compostable, and recyclable products and food waste are being disposed of properly and the bins are never allowed to overflow.
- Maintain on site at all times copies of all permits required to operate the CFM from the City of Seaside and all other local, county or state health and/or safety agencies.
- Enforce all Everyone’s Harvest Rules and Regulations and governmental rules and regulations (including but not limited to California State Agricultural Commissioner, Monterey County Health Department rules and regulations, and Chapter 8.60 of the City of Seaside’s municipal code, “Environmentally Preferable Food Packaging,” requiring that all disposable food serviceware used by vendors shall be biodegradable, compostable, or recyclable, and proper disposal of all organic food waste from vendors and producers with unsold produce in compliance with SB1383).
- Organization of current participants' documents (collecting and filing): Participants' Applications, Rule-Sign-Off, Hold harmless agreements, and current permits.
- Distribution and collection of participants' Producer Load Lists.

- Collection of all fees and receipts from market vendors.
- Determination of participants' role and if any, restrictions on produce sold at Seaside CFM to ensure variety and market success.
- Organization of participants' spaces at the CFM.
- Communication with Seaside CFM vendors and participants.
- Removal of recycling, compost, and trash in Everyone's Harvest bins and disposal of their contents in the proper receptacles at Everyone's Harvest's office.
- Removal of debris and food from market premises after every market using Everyone's Harvest's cleaning supplies to prevent any waste entering the stormwater drainage system in keeping with Central Coast Regional Water Quality Control Board regulations.
- **Off-site:** Market Match Program Coordinator/Market Program Manager prepares reports for the market regarding vendor fees collected, vendor and customer attendance, and EBT, Market Match, and Fresh Rx produce prescription use at the Seaside CFM.
- **Off-site:** Market Match Program Coordinator/Market Program Manager prepares paperwork for the upcoming market, including vendor fee collection system, EBT, Market Match and Fresh Rx reimbursement checks, forms for tracking EBT, Market Match, and Fresh Rx use, and producer load lists.

Office and Finance Manager provides for the City of Seaside:

- Management of data regarding vendor fees, vendor and customer attendance, and EBT, Market Match, and Fresh Rx produce prescription use at the Seaside CFM,
- Coordination of redemption, reconciliation, and reimbursement to vendors for purchases of produce and eligible food items completed by customers using CalFresh/EBT, Market Match, and Fresh Rx,
- Purchasing of all Seaside Market supplies,
- Management of market-related costs, including permitting fees, staffing, equipment, advertising, etc.
- Submission of invoices to the City of Seaside.

Fresh Rx Program Coordinator provides for Seaside CFM:

Coordinate Fresh Rx Program to help Seaside families access healthy, affordable fruits and vegetables (services offered free of charge to Seaside CFM, as the position is funded by a grant to Everyone's Harvest for the Fresh Rx program).

Edible Education Program Coordinator provides for Seaside CFM:

Coordinate Edible Education, including Food Navigation, and Farms Together programs to help Seaside families access healthy, affordable fruits and vegetables (services offered free of charge to Seaside CFM, as the position is funded by grants to Everyone's Harvest for the Edible Education and Farms Together programs).

FLAT RATE FOR THE SEASIDE CFM SERVICE

Under this scope of work, the flat rate Everyone's Harvest will invoice the City of Seaside to operate the Seaside CFM from April 10, 2025 to April 9, 2027, is \$696 per week for 50 weeks, not to exceed \$34,800 per year. Any expenses incurred over \$34,800 will be paid for by Everyone's Harvest. Vendor fees collected by Everyone's Harvest at the Seaside Market will be reported to the City of Seaside when Everyone's Harvest invoices the City.

The flat rate includes the following fee structure:

On-site services, total of 18 hours weekly (except additional staffing for special events):

- Market Program Manager for 10 hours at \$24.00 per hour
- Market Program Manager for 8 hours at \$24.00 per hour
- Additional Staff (for monthly special events at the Seaside CFM) 4 hours at \$24.00 x 12 events

Off-site services, total of 8 hours weekly:

- Executive Director for 4 hours per week at \$44 per hour
- Office and Finance Manager for 3 hours per week \$40 per hour
- Market Program Manager for 4 hours at \$24.00 per hour
- Additional Staff (for monthly special events at the Seaside CFM) 4 hours at \$24.00 x 12 events

On Site services - Additional entertainment costs:

- Live Entertainment for Monthly Events—\$6,000—approximately \$500 per month, will be invoiced separately on monthly invoice to the City of Seaside.

ADDITIONAL COSTS FOR SEASIDE CFM PER YEAR

Additional costs for this scope of work not included in the flat rate to run the Seaside CFM per year include:

Additional Personnel Cost - \$20,000

Outside Contracts - Event Coordinator - \$2400

Outside Contracts - Additional Entertainment - \$2400

Permits and fees (city, county, and state) cost not to exceed \$3000

Market supplies cost not to exceed \$2500

Printing cost not to exceed \$1000

Advertising and Promotions cost not to exceed \$4500

Produce vouchers not to exceed \$2,500.00 (Distribute 500 x \$5.00 vouchers to Seaside community members)

Mileage Reimbursement - \$200

Total additional costs (not including flat rate cost) \$38,500

Total with Flat Rate \$73,300

Indirect costs (10%) not to exceed \$7,330

Total Market Costs Per Year with Indirect Cost \$80,630

ADDITIONAL SERVICES INCLUDED IN THE FLAT RATE

1. EBT (Electrical Benefit Transfer): Everyone's Harvest's redemption system will allow residents from low-income backgrounds on Temporary Aid to Needy Families (TANF) to use their EBT card at the Seaside CFM. No power needed for this activity.
2. Market Match (incentive program): Everyone's Harvest will participate in the Market Match program. This will allow every EBT customer who conducts a \$30 transaction at the Seaside CFM to receive a match up to \$30 worth of produce through Market Match fund incentives per day. The program runs when funding is available from The Ecology Center' and other funders.
3. Farms Together Produce Box Distribution
4. Fresh Rx Distribution and Redemption
5. WIC (Woman, Infants, and Children) and Senior FMNP vouchers: Everyone's Harvest will provide WIC and Senior FMNP voucher program involvement. This will allow low-income families on Temporary Aid to Needy Families (TANF) the ability to use their WIC CFM (FMNP) vouchers at the Seaside CFM.

6. Everyone's Harvest Rules and Regulations, Rule Sign-Off Form, and Vendor Application to ensure all Market vendors and participants are safe and follow governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
7. Everyone's Harvest Information Booth, including information about healthy eating, cooking at home, and access to EBT and Market Match benefits at every Seaside CFM.
8. Use of Everyone's Harvest equipment and supplies at every Seaside CFM, including signage consisting of three sandwich board signs at each entrance and in the middle of the market, announcing our market, programs, and health code requirements concerning animals; sandwich board signs delineating the producer section at each end of the producer section, and a banner over our information table covered with a tablecloth containing our name and logo.
9. Coordination, communication, goal setting, and evaluation with Everyone's Harvest Seaside CFM staff.
10. Collaboration with Seaside staff to determine Seaside CFM vendors and participants.
11. Management of other participating non-profit organizations including students from the Service Learning Institute and Collaborative Health and Human Services of California State University Monterey Bay.
12. Monthly market reports and deposits from vendor fees collected.
13. Monthly payment of bills pertaining to the Seaside CFM.

Everyone's Harvest will support with vendor fees the additional cost of operating the market beyond the maximum amount of \$34,800 per year allocated by the City to operate the CFM for the 2025-2026 and 2026-2027 seasons. See the attached budget in Appendix B.

VENDOR FEES COLLECTED AT SEASIDE CFM

It is estimated the Seaside CFM will collect vendor fees of \$86,860 for 2 years from April 2025 to April 2027. These vendor fees will be reported to the City of Seaside when Everyone's Harvest invoices Seaside by the 10th of the following month for the period being invoiced. The total estimated cost to run the Seaside CFM from April 10, 2025 to April 9 2027 is \$161,260 with an estimated \$86,860 in vendor fees and \$4800 in Event Income, total expenses submitted to the City of Seaside for reimbursement will not exceed \$69,600.

PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS

Invoices shall be sent to the City of Seaside by Everyone's Harvest by the 10th of the following month for the period being invoiced. The City of Seaside will have 30 days to reimburse Everyone's Harvest from the date that the invoice was sent.

Reimbursable expenses will be billed in accordance. Expenditures will be made in the direct interest of the Seaside CFM project including, but not limited to, expenses of incentives and project supplies.

SERVICES REQUIRED OF SEASIDE

- Traffic barriers and assistance with street closures where required
- Access to public restrooms available on site.

SPECIAL MONTHLY EVENT SERVICES REQUIRED OF CITY OF SEASIDE

- Tables and chairs, sound system, and any available barriers or rollable fencing to separate a wine and/or beer garden.

5. CONFLICT OF INTEREST STATEMENT

I confirm that neither I nor any of my relatives nor any business with which I am associated nor any of the Everyone's Harvest staff members nor any Board Members nor any of their relatives nor any business with which they are associated have any personal or business interest in or potential for personal gain from any of the organizations or projects linked to the City of Seaside, with the exception of the two Board Members listed below.

I confirm that one member of the Board of Directors of Everyone's Harvest, Genevieve LeBlanc, is currently an employee of the Blue Zones Project, which may be considered as constituting a real, potential or apparent conflict of interest.

I also confirm that the disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me. I undertake to inform the City of Seaside of any conflict or potential conflict of which I become aware immediately following any announcement by the City of Seaside which may concern Everyone's Harvest staff, board members and/or me. I also undertake to inform the City of Seaside of any change in these circumstances, including – if an issue arises – during the course of Everyone's Harvest's association with the City of Seaside as a service provider.

6. SUPPORTIVE INFORMATION/REFERENCES

References

- | | |
|---|---|
| 1. Amanda Meyer
Health Promotion Manager
Salinas Valley Health
450 Romie Lane
Salinas, CA 93901
ameyer@salinasvalleyhealth.com
(831) 757-4333 ext. 1445 | 3. Hillary Fish
Director of Marketing and Community
Relations
Natividad Medical Center
1441 Constitution Ave
Salinas, CA 93906
FishH@natividad.com
(831) 783-2693 |
| 2. Andrea Rosenberg
Assistant Administrator
Natividad Medical Center
1441 Constitution Ave
Salinas, CA 93906
rosenbergaj@natividad.com
(831) 783-2562 | 4. Niaomi Hrepich, RD
WIC and CalFresh Healthy Living
Program Director
Monterey County Health Department
32 East Alisal St.
Salinas, CA 903905
hrepichNS@countyofmonterey.gov
(831) 796-2872 |

7. APPENDIX A: CERTIFICATE OF CURRENT INSURANCE

Everyone's Harvest currently carries and maintains insurance with **Nonprofit Insurance Alliance of California** which includes the following limits of coverage for six operating farmer's markets. Going

forward and upon request, the Seaside Farmers Market will be added onto our existing commercial general liability policy. This addition should take no longer than seven days to become active.

General Aggregate Limit (other than product-completed operations - **\$2,000,000**

Products - Completed Operations Aggregate Limit - **\$2,000,000**

Personal and Advertising Injury Limit - **\$1,000,000**

Each Occurrence Limit - **\$1,000,000**

Damage to Premises Rented - **\$500,000**

Medical Expense Limit - **\$20,000**

Everyone's Harvest currently carries and maintains a Commercial Umbrella policy with **Nonprofit Insurance Alliance of California** with the list of coverage and limits.

Occurrence - \$5,000,000

Aggregate Limit - \$5,000,000

Everyone's Harvest currently carries and maintains Directors and Officers Liability policy with **Nonprofit Insurance Alliance of California** with the list of coverage and limits.

Each Wrongful Act - \$1,000,000

Annual Aggregate - \$1,000,000

Everyone's Harvest currently carries and maintains business auto coverage insurance with **Nonprofit Insurance Alliance of California** with the list of coverage and limits.

Liability CSL - **\$1,000,000**

Hired Auto - **Included**

Nonowned Auto - **Included**

Auto Medical Payments - **\$5,000**

Uninsured Motorist - **\$1,000,000**

Collision Coverage for Physical Damage - **Cash Value or Cost of Repair minus \$1,000 Deductible**

Comprehensive Coverage for Physical Damage - **Cash Value or Cost to Repair minus \$1,000 Deductible**

Everyone's Harvest currently carries and maintains Workers Compensation coverage through **State Compensation Insurance Fund** which includes statutory coverage of **\$1,000,000** for each staff member.

8. APPENDIX B: BUDGET

SEASIDE Certified Farmers' Market Annual Budget

INCOME	Pending Income	Confirmed Income	Total
Market income - vendor fees collected from food vendors and farmers.	\$43,430		\$0
City of Seaside Support	\$34,800		\$0
Special Event Income (Percent of Sales) to pay Event Coordinator	\$2,400		0
Total Income	\$80,630	\$0	\$0
EXPENSES	Market Income	Confirmed Income	Total
Personnel			
Executive Director	\$8,800	\$0	\$8,800
Office Finance Manager	\$6,000	\$0	\$6,000
Fresh Rx Coordinator AOM	\$2,000	\$0	\$2,000
Edible Ed MPM	\$16,000	\$0	\$16,000
Market Match MPM	\$16,000	\$0	\$16,000
Total Personal	\$48,800	\$0	\$48,800
Outside Contract Services		\$0	\$0
Entertainment	\$2,400	\$0	\$2,400
Additional Monthly Special Entertainment	\$6,000		\$6,000
Event Coordinator	\$2,400		\$2,400
Operating Costs	\$-	\$0	\$0
Permits and fees (city, county, and state)	\$3,000		\$3,000
Market supplies including temporary fencing	\$2,500		\$2,500
Printing	\$1,000	\$0	\$1,000
Mileage Reimbursement	\$200	\$0	\$200
Sanitation (trash service)	\$-	\$0	\$0
Promotions	\$-	\$0	\$0
Advertising	\$4,500	\$0	\$4,500
Produce Vouchers	\$2,500	\$0	\$2,500
Total Direct Expenses	\$73,300	\$0	\$73,300
Everyone's Harvest indirect cost at 10% including travel, postage, telecomm	\$7,330	\$0	\$7,330
Total Expenses	\$80,630	\$0	\$80,630
Net Income	\$0	\$0	\$0



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR NON-
CONSTRUCTION PROJECT
(Certified Farmer's Market Operator)**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of April, 17 2025, between the City of Seaside ("AGENCY"), a municipal corporation and Everyone's Harvest, a California corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on April 17, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 17, 2027, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's Recreation Director or their designee shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's

behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon percentage of tasks completed. This amount shall not exceed THIRY FOUR THOUSAND AND EIGHT HUNDRED dollars (\$34,800.00) per year for a total amount of SIXTY NINE THOUSAND AN SIX HUNDRED dollars (\$69,600) for the term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall

permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

Note: The following paragraph is only to be used when the AGENCY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the AGENCY is funding a similar development-type study.

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

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: Recreation Director
City of Seaside
986 Hilby Ave, Seaside, CA 93955

To CONSULTANT: Hester Parker
Everyone's Harvest
31 Upper Ragsdale Dr. Suite 4
Monterey CA, 93940

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Hester Parker may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of Hester Parker from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the

parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
Hester Parker
Everyone's Harvest

Greg McDanel
City Manager
City of Seaside

Attachments: Exhibit A Scope of work/Consultants proposal/Payment Schedule
 Exhibit B Insurance Requirements
 Exhibit C Request for Qualifications

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

Automobile liability insurance. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the services to be performed under this Agreement, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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 sub-consultants.

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

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

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

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

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

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

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

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

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

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: April 17, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 11, 2025

RECOMMENDATION

Approve the closure of Del Monte Avenue.

BACKGROUND

Porsche Monterey will be holding their Classic Porsche Event on Monday, August 11, 2025, from 12:30 p.m. to 9:00 p.m. The majority of the event will take place on Porsche property. However, they are requesting the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building for their Porsche display. The closure of Del Monte Avenue will greatly enhance this event and will allow for greater safety for the participants.

If the City Council approves the request for closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building on Monday, August 11, 2025, between the hours of 12:30 p.m. to 9:00 p.m., staff recommends the following conditions be met:

1. Obtain an ABC License for the event. (Alcohol will only be allowed inside the building and they will have security).
2. Submit a Temporary traffic control plan and traffic detour plan prepared by a registered traffic engineer, reviewed and approved by Public Works.

3. Organization to provide insurance coverage of the event.
4. Pay all city-related costs. See cost Estimate.

The City Council has approved this request on an annual basis since 2019.

FISCAL IMPACT

The estimated cost for staff time and resources is \$4,122.00, and the event organizers will pay all associated costs.

ATTACHMENTS

1. Special Event Application - Porsche Monterey - Classic Porsche Event 2025
 2. Map of Del Monte Avenue Closure 2025
 3. Maps of Del Monte Avenue Closure 2025
 4. Resolution Porsche Monterey Classic Porsche Event 2025
 5. Porsche Event Cost Estimate 2025
 6. Temporary Street Closure Policy- Porsche Monterey - Classic Porsche Event 2025
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: PORSCHE MONTEREY
Name of Applicant: NICHOLAS NEWTON
Address: 1731 DEL MONTE BLVD City: SEASIDE State: CA
Phone: (831) 583-4821 Email: NNEWTON@LITHIA.COM
Day of Event Contact Name and Phone: NICHOLAS NEWTON (831) 596-6037

EVENT INFORMATION:

Event Title: PORSCHE MONTEREY CLASSIC
Event Category:
☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☒ Other: CAR SHOW
Event Date and Time: AUGUST 11TH, 2005
Setup: 1:00 PM Event Start: 4:00 PM Event End: 8:00 PM Clean up: 9:00 PM
Event Location: 1731 DEL MONTE BLVD

EVENT DESCRIPTION:

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

ANNUAL EVENT TO CELEBRATE PORSCHE HERITAGE AND
TO KICK OFF CAR WEEK FOR MONTEREY PENINSULA

Number of Participants: 1500 Event Benefiting: PUBLIC
Federal ID # (if applicable): _____
☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

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



SEASIDE CALIFORNIA

Special Event Application

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

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

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

How will the event be advertised and promoted? Social Media, ONLINE

Signs posted: _____

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

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

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☒ Yes ☐ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

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

Do you intend to sell other merchandise?

☐ Yes ☒ No

Number of Vendors? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☒ Yes ☐ No

Will alcohol be sold? *(If yes, please attach ABC license)*

☐ Yes ☒ No

Parking arrangements: on property and street closure



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

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

PUBLIC WORKS. POLICE PARTICIPATION APPRECIATED BUT
NOT REQUIRED

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

INTERNAL USE OF FACILITY DUMPSTER

Other pertinent information or special requests:

APPLICANT AGREEMENT

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

Applicant Signature: _____

Date: 3-28-05



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: _____

3-28-25



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

Insurance Agency: BECHTOLD CARLSON

Insurance Agent: _____

Phone Number: (404) 460-1400

Policy Number: 73921662

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

Applicant Signature: _____

Date: 3-28-25

(For Office Use Only)

Authorization

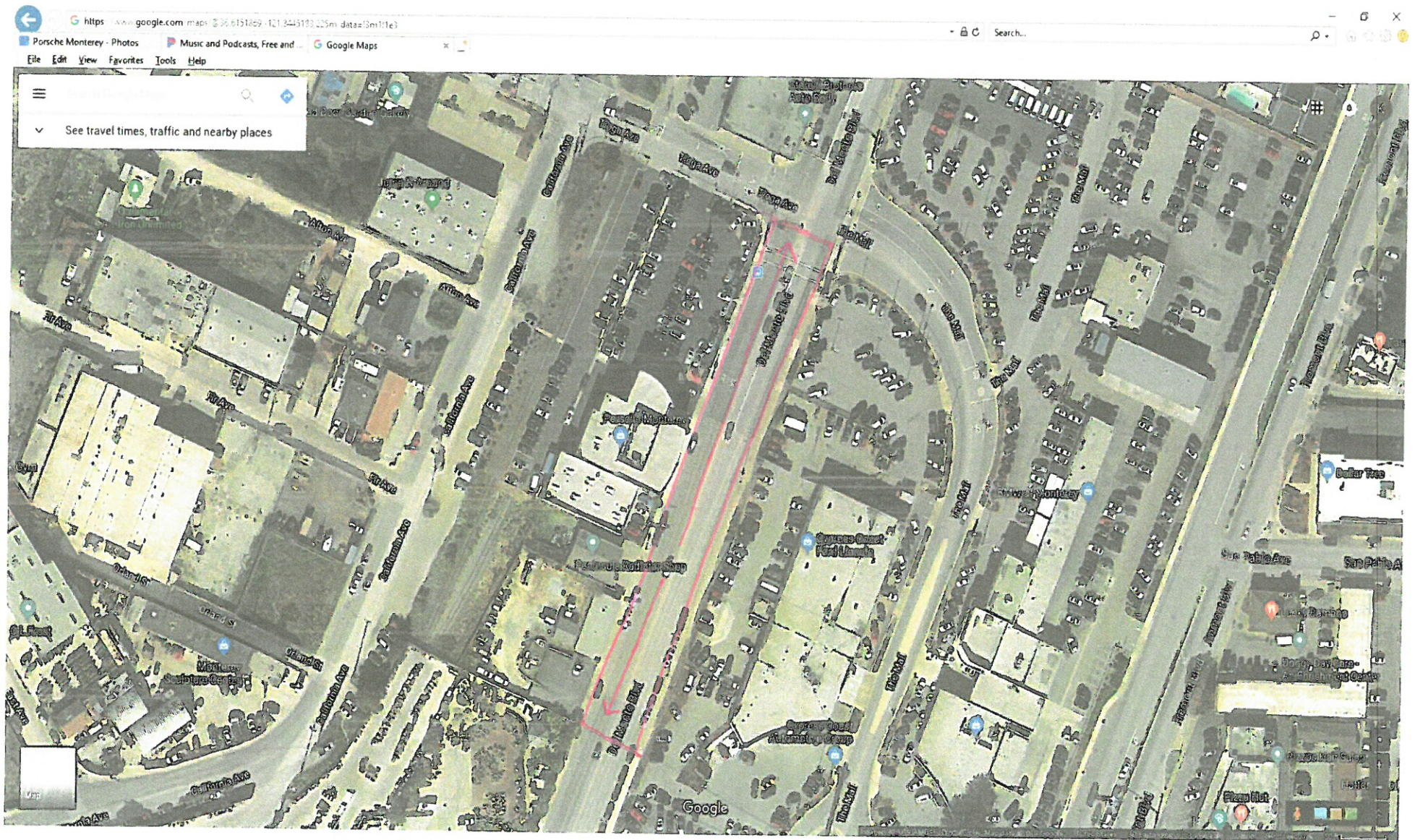
- ☐ Building _____
- ☐ Planning _____
- ☐ Police _____
- ☐ Fire _____
- ☐ Finance _____

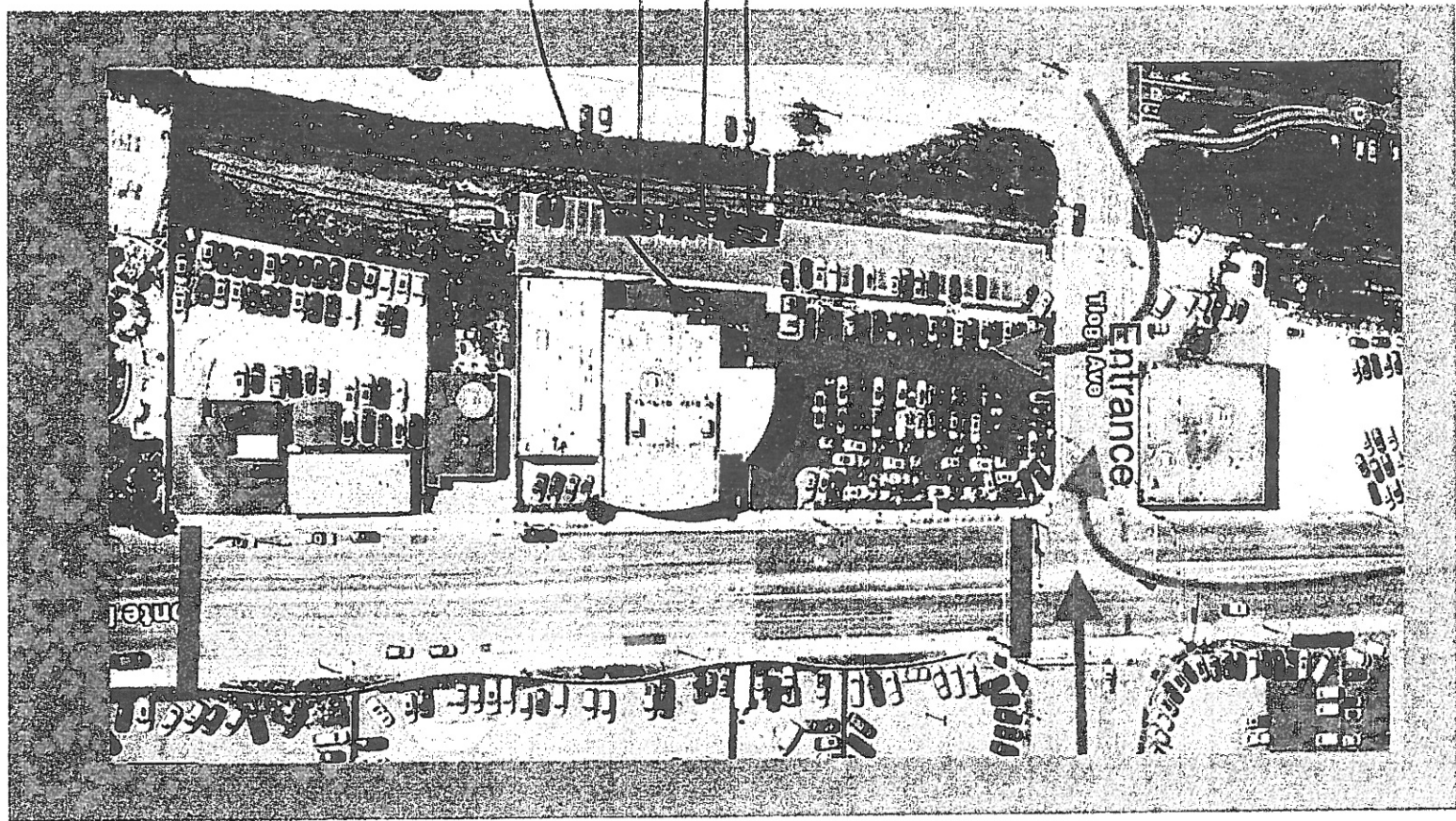
- ☐ Recreation _____
- ☐ Redevelopment _____
- ☐ Public Works _____
- ☐ County Health _____

Comments: _____



Closure is from Tioga to the
granite rock property





RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE CLOSURE DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING

WHEREAS, Porsche Monterey will be holding their Classic Porsche Event that is open to the public;

WHEREAS, the closing of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building is necessary between the hours of 12:30 p.m. and 9:00 p.m. on August 11, 2025 to insure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of April 2025 by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

COST ESTIMATE PORSCHE MONTERERY

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Temporary Traffic Control	1	\$3,342.00	\$3342,00
Temporary No Parking and/or Parking Signage	1	\$445.00	\$445.00
<u>Site Clean Up Including Street Sweeping</u>	1	<u>\$335.00</u>	<u>\$335.00</u>
TOTAL ESTIMATED COST			\$4,122.00



TEMPORARY STREET CLOSURE POLICY

I. Purpose

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

II. Scope

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

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

III. Policy Criteria

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



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

IV. Application Procedure

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



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

V. Road Closure / Barricade Equipment:

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

VI. Public Notification

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



VII. Fees and Charges

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

VIII. Additional Event Requirements

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

IX. Damages & Insurance

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



February 2022

STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure	
This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)	
Noticing Date: 3/28/25	
Name of Applicant: Porsche Monterey	
Name of the Event / Purpose of Closure: Porsche Monterey Classic	
Date of Closure: August 11, 2025	
Start Time of Closure: 12:30pm	End Time of Closure: 9pm
Streets to be closed:	
A: Del Monte Blvd from to Granite Rock Construction Property line	
B: _____ from to _____	
C: _____ from to _____	
Map of Closure:	
Map of Street Closure: 	
To provide input on this application:	
Provide written comment to city clerk@ci.seaside.ca.us , include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment)". Written comments must be received by 3pm of the day of the meeting	
Provide public comment in person at the meeting.	
Meeting Date/Time: 4/17/25	Meeting Information:

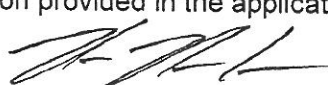


February 2022

TEMPORARY STREET CLOSURE APPLICATION**Applicant Information**

Name of Applicant: Porsche Monterey	Date: 3/28/2025
Mailing Address: 1781 Del Monte Blvd	City/ State: Seaside, CA 93955
Email: nnewton@lithia.com	Phone: 831-5834821

Street Closure Details

Name of the Event / Purpose of Closure: Porsche Monterey Classic		
General Description: Annual event to celebrate Porsche heritage and start Car Week for the Monterey Peninsula		
Event Start and End Time: 4:00pm to 8:00pm	Estimated number of people in attendance: 1500	
Date of Event: August 11 th 2025	Total Number of streets to be closed: Segment of Del Monte Blvd	
Will alcohol be served? Tasting only. No purchase available.	Will the event include live or amplified music? Yes on property location only	
Streets to be closed (please attach a detailed site map of closure location): A: _____ Del Monte blvd _____ from to Tioga Ave _____ B: _____ Del Monte Blvd _____ from to Granite Rock Construction property line _____ C: _____ from to _____		
Street close time: 1:00PM	Street opening time: 9:00PM	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?	X	
If yes, please explain why and provide their locations: Registered vehicles will be allowed Event parking		
Are you planning to hire a security company for the planned closure?	X	
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed: To be determined		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature: 	Date: 3-28-25	



February 2022

For Official Use Only

Engineering / Public Works Department		
Application Review Questions	Yes	No
Has the traffic control plan been submitted?	Yes	
Is the traffic control plan approved?	Yes	
Per the approved traffic control plan, is security being required for traffic control?	Yes	
Is the street closure application approved by the Engineering / Public Works Dept?	Yes	
If no, what is the reason for denial:		
Is the street closure approved with conditions?	none	
If yes, what are the approval conditions?		
Name of Dept. Head:	Monty Miller	Title: p/w Superintendent
Signature: <i>Monty Miller</i>		

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



February 2022

Signature:

Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?		
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?		
Is the street closure application approved by the Fire Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?	✓	
If required, has the applicant submitted Liability Insurance?	Pending	
Is the street closure application approved by Risk Management?	✓	
If no, what is the reason for denial:		
Is the street closure approved with conditions?		✓
If yes, what are the approval conditions?		
Name of Dept. Head: <i>Samantha A. Sakhrani</i>	Title: <i>Hr Director / Risk Manager</i>	
Signature: <i>Samantha A. Sakhrani</i>		

Status of Application

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



February 2022

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: April 17, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
AWARD A PROFESSIONAL SERVICES AGREEMENT IN THE
AMOUNT OF \$49,958.00 FOR PUBLIC WORKS
INFRASTRUCTURE ASSET DATA COLLECTION SERVICES TO
NCE, INC.**

RECOMMENDATION

Approve an agreement with NCE, Inc.

BACKGROUND

The scope of work will focus on the data collection of the assets, including relevant attributes. The request includes the following asset data collection services on approximately 80 centerline miles of the City's network:

- Road Right-of-Way (ROW) Street Level Imagery
- Road Right-of-Way GIS Asset Inventory for the following asset types:
 - Sidewalks (width, length – curb return to curb return)
 - Traffic Signs (by type and Location)
 - Curb Ramps (location)
 - Pavement Traffic Markings (by type and location)
 - Curb Markings (color and location)
 - Driveway Aprons (length, width, location)

The data collected as a result of this effort will support the department's goals to create a Sidewalk Condition Index, as well as to inventory the curb ramps, traffic signs, pavement and curb markings, and location of driveway aprons for the objective of building a comprehensive database to be utilized for maintenance and future

improvement projects.

DISCUSSION

On February 26, 2025, the Department of Public Works issued a Request for Proposals (RFP) for the Public Works Infrastructure Asset Data Collection Services. The RFP closed on March 21, 2025. Following the closure of the RFP, the submitted proposals were reviewed for consultant expertise and availability to perform the Infrastructure Asset Data Collection services. Of the proposals received, NCE had the highest-rated proposal and was selected as the consultant to be recommended for the award of the professional services agreement by the selection committee.

Alternatives

1. The City Council can direct that negotiations be reopened with NCE to modify the scope of work for the project. However, the scope of work is commensurate with the anticipated effort required to provide adequate services and the fees are in line with industry standards.
2. The City Council can elect not to award the Professional Services Agreement to NCE, reject the proposal, and direct the solicitation of new proposals. However, the selection committee determined the NCE's proposal was responsive to the RFP. NCE has extensive experience and has completed numerous projects of similar nature for cities throughout the County of Santa Barbara County and throughout California.

Environmental Review

The Project qualifies for a Class 1 Categorical Exemption pursuant to Section 15302-replacement or reconstruction of existing structures and facilities of the California Environmental Quality Act State Guidelines.

Impact to the Community

The information collected will be utilized for maintenance and future improvement projects and will be useful to various functions and levels of users within the organization and the public.

FISCAL IMPACT

There are adequate General Funds in the FY 2024/2025 CIP Sidewalk Improvement project account No. 212-8960-9578 to accommodate NCE's professional services agreement for an amount not to exceed \$49,958.00.

ATTACHMENTS

1. Resolution
-

2. PSA_NCE_Asset Data Collection

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'G. McDanel', is positioned above a horizontal line.

Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO AWARD A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$49,958.00 FOR PUBLIC WORKS INFRASTRUCTURE ASSET DATA COLLECTION SERVICES TO NCE, INC.

WHEREAS, there is a need to collect infrastructure asset data related to sidewalks, signage, and curb ramps; and

WHEREAS, the objective is to build a comprehensive data base to be utilized for maintenance and future improvement projects; and

WHEREAS, a Request for Proposals was issued on February 26, 2025 and closed on March 21, 2025; and

WHEREAS, the proposals were reviewed for consultant expertise and availability and NCE was found to be responsive and the most qualified to conduct the Infrastructure Asset Data Collection services for an amount of \$49,958.00; and

WHEREAS, there are sufficient General Funds in the CIP Sidewalk Improvement Account (No. 212-8960-9578).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby

1. The City Manager, or designee, is authorized to approve and execute on behalf of the City a Professional Services Agreement with NCE.
2. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 17th day of April, 2025, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
PUBLIC WORKS INFRASTRUCTURE ASSET
DATA COLLECTION SERVICES

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF **April 17, 2025** between the City of Seaside ("AGENCY"), a municipal corporation and **NCE, corporation** ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on **April 17, 2025** are completed, but in no event later than **June 30, 2026** unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee 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

Public Works Infrastructure Asset Data Collection Services

due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit 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 NINE THOUSAND NINE HUNDRED EIGHT dollars (\$49,958.00)** for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing,

compiling, transferring, and printing computer files.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. *Duty to defend*

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control.

Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.

- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service,

- (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or
- (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:	City of Seaside 440 Harcourt Ave Seaside Ca, 93955
To CONSULTANT:	NCE 2300 E. Katella Avenue, Suite 125 Anaheim, CA 92806

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. **Vivek Jha, MS, PE** shall be the Project Manager and Engineer of Record for the services described in this Agreement. **Vivek Jha, MS, PE** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of **Vivek Jha, MS, PE** from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(signature) (date)

Name of Consultant

Greg McDanel, City Manager (date)
City of Seaside

- Attachments:
- Exhibit A – Proposal/Scope of Services*
 - Exhibit B – Payment*
 - Exhibit C - Insurance Requirements*
 - Exhibit D – Request for Proposal*

EXHIBIT "A"

PROPOSAL/SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the proposal/scope of services under this Agreement, the services described on City's Request for Proposal for Public Works Infrastructure Asset Data Collection Services dated March 21, 2025 (Exhibit "D") which outlines the scope of services and work under this contract.

PROPOSAL
Public Works Infrastructure
Asset Data Collection Services (RFP 2025-03)



March 21, 2025

Submitted By:



1003 West Cutting Blvd., Suite 110
Richmond, CA 94804
(510) 215-3620



A. Letter of Transmittal

March 21, 2025

Thomas Korman, PE, PLS
Public Works Director/City Engineer
City of Seaside, Public Works Department Engineering Division
440 Harcourt Avenue
Seaside, CA 93955

Proposal – Asset Data Collection Services (RFP 2025-03)

Dear Mr. Korman and Members of the Selection Committee:

NCE understands that the City of Seaside (City) is soliciting a proposal for the ROW asset data collection. We understand this request includes the following asset data collection services on approximately 80 centerline miles of the City's network:

- Road ROW Geographic Information System (GIS) Asset Inventory for the following asset types:
 - Sidewalks
 - Traffic Signs
 - Curb Ramps
 - Pavement Traffic Markings
 - Curb Markings
 - Driveway Aprons

A detailed description of our workplan is provided in Section C. Project Understanding/Approach/Philosophy of the proposal.

We know that local agencies are looking for more cost-effective ways to perform engineering, maintenance, management, and rehabilitation of their infrastructure assets more than ever before to stretch funding allocations. To support this endeavor, the NCE team brings to the City more than 30 years of experience gathering large amounts of field data in the most cost-efficient manner by using the latest software applications and high-precision data collection devices, coupled with rigorous quality control. The benefit of our systematic approach is it allows large amounts of data to be collected and be readily available for analysis in developing tailored and effective repair programs.

NCE's Project Manager, Vivek Jha, MS, PE, will be the primary point of contact for this proposal. His contact information is: 2300 E. Katella Avenue, Suite 125, Anaheim, California 92806 | p: (909) 362-7936 | e: vjha@ncenet.com.

NCE Project Locations: The work and delivery of this on-call contract will be managed by our Anaheim and Richmond offices.

Required Statements:

- NCE acknowledges and is in receipt of Addendum 1 dated March 11, 2025.
- NCE has the ability and will provide timely services and meet the requirements of the proposed schedule.
- NCE accepts the requirements of this RFP.
- NCE has read and fully accepts the terms and conditions of the City's RFP and can comply with all requirements of the City's sample agreement provided as Section 3. Attachment. However, if awarded the contract we would appreciate the opportunity to discuss a few standard modifications, particularly proposed indemnification changes in order to meet the new requirements of California Civil Code Section 2782.8.
- This proposal is valid for a minimal period of sixty (60) days subsequent to the submission deadline.

As a Principal with NCE, I am duly authorized to negotiate a contract for the proposed services on behalf of NCE. NCE looks forward to your favorable review of our proposal and the opportunity to work with the City.

Sincerely,

NCE

Vivek Jha, MS, PE
Principal

Engineering & Environmental Services

1003 West Cutting Blvd, Suite 110
Pt. Richmond, CA 94804
(510) 215-3620

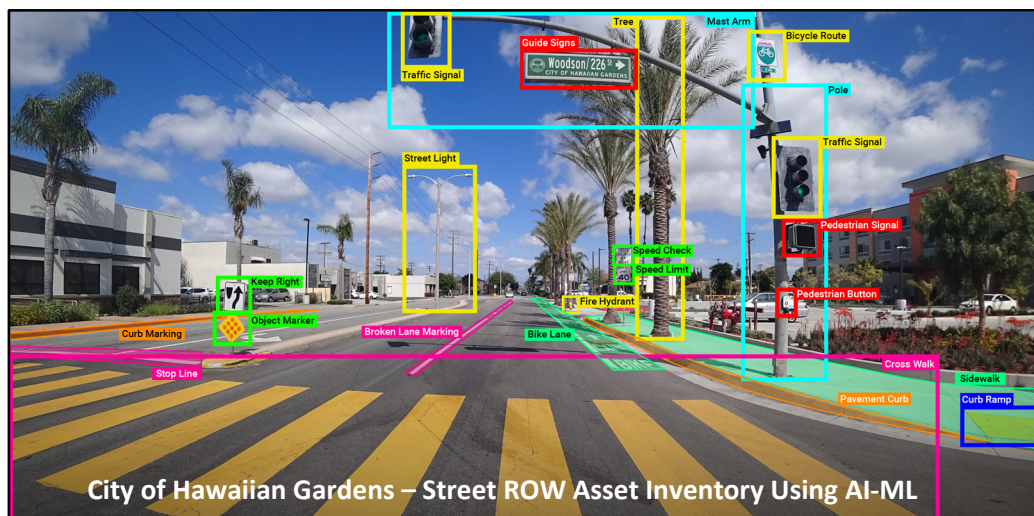
www.ncenet.com

Why Choose NCE

NCE brings extensive experience in precisely the scope of work outlined in this RFP, having successfully executed similar asset data collection projects for municipalities with networks ranging from 25 to 2,000 centerline miles. Our approach delivers exceptional value to the City of Seaside through:

- **Proven Right-of-Way (ROW) Asset Collection Methodology** – NCE has developed and refined a systematic approach to ROW asset inventories through dozens of similar municipal projects. Our collection protocols for sidewalks, traffic signs, curb ramps, pavement markings, curb markings, and driveway aprons align perfectly with the City's requirements. Recent clients including Santa Maria, Hawaiian Gardens, Thousand Oaks, and San Bernardino have benefited from our precise collection methodology, resulting in highly accurate GIS deliverables.

- **Advanced Technology Integration** – We employ the latest artificial intelligence-machine learning (AI-ML) technology for asset extraction and validation, resulting in faster deliverables without sacrificing quality. Our image capture systems ensure high-resolution street-level imagery that becomes



a valuable standalone resource for the City beyond the immediate asset inventory. The City will receive both comprehensive geodatabase deliverables compatible with your existing systems and access to our GIS-based web dashboard at no additional cost for 3 years.

- **Multi-Disciplinary Technical Expertise** – Unlike firms that only collect data, NCE's team includes experts in pavement management, Americans with Disabilities Act (ADA) compliance, civil engineering design, and asset management. This comprehensive knowledge ensures we collect data attributes that provide genuine utility for municipal decision-making rather than merely checking boxes. Our team understands how this data will be used in practical applications, enabling us to deliver more actionable insights.
- **Rigorous Quality Assurance/Quality Control (QA/QC) Protocols** – We've developed specialized quality control processes specific to infrastructure asset inventories. Our dual-validation system includes both automated consistency checks and human verification of a statistically significant sample, ensuring accuracy rates that exceed industry standards. Our QA/QC Manager reports directly to the Project Manager to maintain independence in quality assessment.
- **Municipal-Focused Implementation Support** – With over 85% of our clients in the public sector, we understand the financial and operational constraints facing municipalities. We provide comprehensive training and ongoing support to ensure City staff can effectively utilize the collected data for planning, maintenance, and compliance purposes. Our web-based dashboard allows non-technical staff to access and utilize asset data without specialized GIS knowledge.

NCE's proposed **Project Manager, Vivek Jha, MS, PE**, brings hands-on experience managing similar asset collection projects for municipalities comparable to Seaside. His technical background combined with project management expertise ensures responsive communication, adherence to timelines, and delivery of high-quality deliverables that exceed expectations.



B. Table of Contents

A. Letter of Transmittal 1

B. Table of Contents 3

C. Project Understanding..... 4

 2.5.4 Project Approach..... 4

 2.5.5 Philosophy..... 9

D. Scope of Work 12

 2.5.6 Workload 12

 2.5.7 Preliminary Schedule 14

E. Relevant Experience 15

 2.5.2 Project Team Experience and Qualifications..... 15

 2.5.3 Firm Experience/History 29

F. Proposed Financial Details of Program 33

 2.5.8 Cost Proposal..... 33



C. Project Understanding

2.5.4 Project Approach

NCE understands that the City of Seaside (City) is soliciting a proposal for the ROW asset data collection. This request includes the following asset data collection services on approximately 80 centerline miles of the City's network:

Road ROW GIS Asset Inventory for the following asset types:

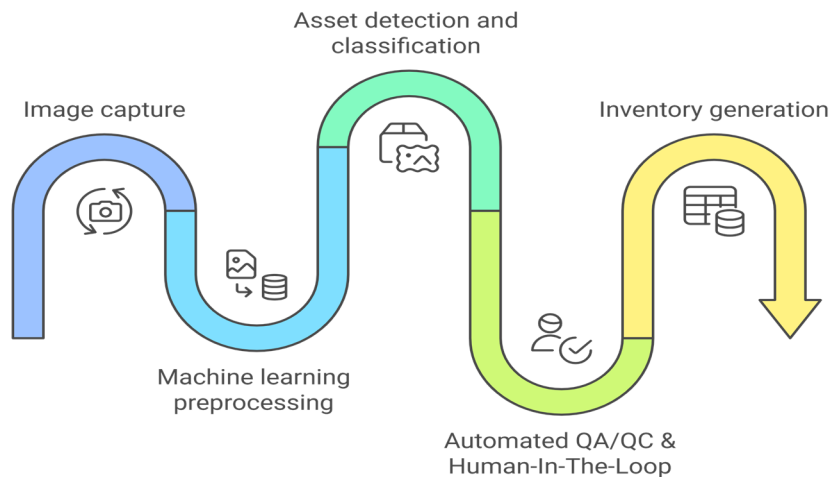
- Sidewalks
- Traffic Signs
- Curb Ramps
- Pavement Traffic Markings
- Curb Markings
- Driveway Aprons

The scope of work will focus on the data collection and analysis of the above-noted assets, including relevant attributes to develop a comprehensive inventory. The asset inventory will provide City staff with valuable knowledge regarding the number and location of different pavement ROW assets. This inventory can be utilized by City staff to develop a long-term maintenance plan for various assets. For example, in one of NCE's previous projects, traffic sign inventory data enabled a city to determine the cost of replacing all traffic signs. Based on this cost assessment, that city developed a 10-year replacement plan. Similarly, the sidewalk inventory will provide City staff with detailed information regarding the location and width of sidewalks within the City's jurisdiction. As all data will be available in GIS format, the City can also use the inventory to determine the cost of addressing assets such as curb ramps as part of street rehabilitation projects. All collected and processed data will be provided to the City in GIS Shapefile format and presented on a GIS-based web dashboard. Additionally, our team will assist the City in importing compatible assets to the City's StreetSaver® database.

Advanced Data Collection Methodology

NCE will employ a streamlined workflow for street ROW Asset Inventory using state-of-the-art imaging techniques. Our process includes:

1. Collecting high-resolution street-level imagery using vehicle-mounted mobile devices and cloud-based image processing applications
2. Processing imagery through primarily automated asset extraction workflows, enhanced by strategic manual review
3. Visual verification of processed street-level images and aerial ortho-imagery from publicly accessible roads and map services
4. Compiling extracted information into standalone GIS feature classes (Environmental Systems Research Institute (ESRI) File Geodatabase)
5. Delivering final products in formats compatible with the City's current GIS database structure and hosted on an intuitive GIS-based Web-Dashboard



AI-Powered Image Analysis for Street ROW Asset Inventory - Workflow

The inventory will capture detailed attributes for each asset type as specified in our comprehensive deliverables table. Our approach balances efficiency with accuracy through strategic use of AI-assisted technologies and human verification processes, ensuring 85-90% accuracy in our deliverables for this planning-level study.

Please note that while this proposal does not include measurable condition assessment, code compliance evaluation, work type assessment, or asset management analysis, NCE can provide general visual condition assessment for certain asset types at additional cost if required by the City.

NCE proposes to accomplish this scope of work through a systematic task-based approach detailed in the following sections. **Please note it is assumed that all the assets within the public ROW and are visible to the data collection vehicle.**

Table 1. Attributes of Assets included in the Final Deliverable

Task	Road ROW Asset	Feature Class	GIS Attributes		
1	Sidewalks	Polyline	GIS location (polyline centroid) [latitude/longitude], sidewalk width (estimated) [feet, no decimals], and comments¹	Sidewalks	Polyline
2	Signs	Point	- GIS location [latitude/longitude] - Street name (nearest) - Address (nearest) - Sign ID (unique) - Sign type [Warning/Regulatory /Guide/Street Name/ Miscellaneous] - Manual on Uniform Traffic Control Devices (MUTCD) code - MUTCD description - Pole ID (unique)	- Signpost (support) type - Post count (per Pole ID) - Sign count (per Pole ID) - Sign installation order (vertically per Pole ID) - Sign width (estimated) [inch, no decimals] - Sign height (estimated) [inch, no decimals] - Sign mounting height (estimated) [feet, no decimals]	- Size estimation error (disclaimer for estimating sign width, height, and mounting height) - Sign text (if readable) - Sign facing direction [NB/SB/EB/WB] - Physical condition [Good/Fair/Poor] - comments¹
3	Curb Ramps	Point	GIS location [latitude/longitude], tile (truncated domes) [Yes/No], missing curb ramp [Yes/No], island passageway [Yes/No], and comments ¹		
4	Pavement Markings	Point	GIS location [latitude/longitude], MUTCD code, MUTCD description, and comments ¹		
	Pavement Striping	Polyline	GIS location (polyline centroid) [latitude/longitude], MUTCD code, MUTCD description, striping length [feet, no decimal], and comments ¹		
5	Curb Markings	Polyline	GIS location [latitude/longitude], type, color, length [feet, no decimal], and comments ¹		
6	Driveway Aprons	Polyline	GIS location [latitude/longitude], apron width [feet, no decimal], and comments ¹		

¹standardized comments from human review (if any) including sign orientation (e.g., leaning) or non-standard sign description.

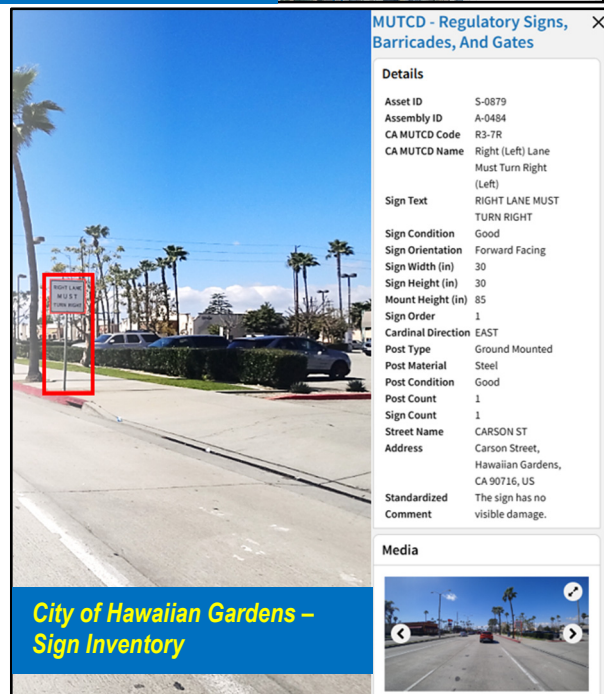
Task 1: Sidewalk Inventory

NCE will collect sidewalk data assuming unobstructed line-of-sight to the public ROW. We will estimate sidewalk width using aerial ortho-imagery and collect GIS location and width measurements as outlined in the RFP. Our inventory will focus on capturing accurate location data without including condition assessments or ADA compliance evaluations.



Task 2: Sign Inventory

NCE will inventory all signs visible in the public ROW. For typical two-lane roads, our process requires only one pass to capture signs in both directions. For two-lane roads, only one pass will be required to capture signs in both directions. More than two-lane roads may require additional passes based on the number and division of lanes by median islands. The attributes to be collected do not include sheeting type, visibility, or retroreflectivity. The inventory will include GIS location, street name, address, sign ID, type, MUTCD code/description, pole ID, signpost type, post/sign count, installation order, estimated width/height, mounting height, size estimation error disclaimer, sign text, facing direction, and physical condition. If a sign is leaning or possibly missing, a comment will be provided. If a sign has no matching MUTCD code or standard description, a comment will be provided to better describe the sign.



Task 3: Curb Ramp Inventory

It is assumed that curb ramps are located within the public ROW and are visible to the data collection vehicle. The inventory may also include island passageways, with or without tiles. However, the attributes to be collected do not include the type of ramp, its condition, compliance with ADA, surface grooving, or placement direction. As per Table 1, the curb inventory will only identify the GIS location and the presence of truncated domes on tiles. NCE will also note intersection corners that do not have curb ramps as part of the curb ramp GIS inventory.

Task 4: Pavement Marking and Striping Inventory

It is assumed that pavement markings are located in the public ROW and unobstructed from the data collection vehicle's line of sight. The majority of pavement markings will be captured through street-level imagery of the front-facing camera of the data collection vehicle. Redundant markings captured by the rear-facing camera will not be extracted unless necessary. Pavement marking attributes will include length of pavement striping, assume standard MUTCD striping widths (i.e., will not differentiate between 4-inch or 6-inch lane line widths), and assume standard MUTCD surface area of pavement markings (including crosswalks). The City may request NCE to categorize crosswalks into conventional, continental, or ladder type on a time and materials basis. Additionally, attributes will not include marking condition, temporary markings, glass bead retroreflectors, etc. When pavement markings overlap with other traffic control devices (e.g., speed humps), only the painted marking will be inventoried, there will be no attribute field discerning overlap with a device. Per Table 1, only GIS location, MUTCD code, and striping length of pavement markings will be inventoried. If the pavement marking does not have a matching MUTCD code, a comment will be provided to better describe the marking.

Task 5: Curb Marking Inventory

The assumption for this task is that curb markings will only be captured if they are located within the public ROW and are clearly visible to the data collection vehicle (i.e., not blocked by parked vehicles). As part of this task, only a standardized type (e.g., 'No Parking'), marking color, and marking length will be recorded as outlined in Table 1. Other attributes such as marking condition, MUTCD code, and retroreflectivity will not be included.

Task 6: Driveway Apron Inventory

Assumes driveway aprons are in the public ROW and unobscured from the line-of-sight of the data collection vehicle (i.e., no vehicles parked on the side of the road). Only the front edge of the driveway apron will be collected and, as per Table 1, the attributes to be collected are limited to apron width.

Task 7: Data Collection QC and Asset Inventory Validation

QA/QC checks are critical when a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QA/QC component into all our projects. NCE's QA/QC Manager Vijay Pulijal will be responsible for the following:

- Calibration of data collection equipment (e.g., camera angle)
- Review of field activities, including spot checks on the field crews
- Reviewing field procedures and making changes as needed
- Comparing field data collected with on-site conditions
- Review completeness of data collection

Attribute QC Approach

To ensure accuracy, at least 5% of images processed per data collection zone from the automatic data extraction workflow for signs, sidewalks, curb ramps, and pavement markings will be manually reviewed and validated. If the percentage of misclassified assets per street block exceeds 5%, NCE will manually review the processed imagery for extracted assets along that block for re-validation. Please note that NCE's approach involves using AI-ML to be cost effective. However, this approach can have an impact on the overall quality of the project. As this project is a planning level study, using AI-ML and Human-in-the-Loop approach, we are confident in providing an accuracy of 85-90% in our deliverables.

Task 8: GIS Deliverables and Technical Memorandum

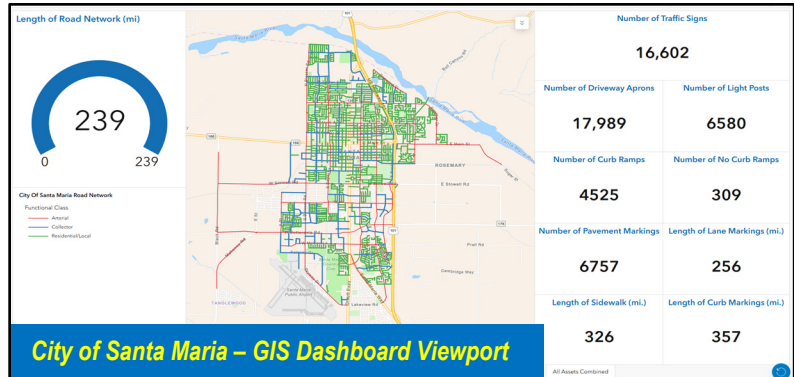
A single ESRI File Geodatabase will be compiled to store all asset information extracted from Task 1-6. The database will undergo a quality control review before submission to the City, and will be compatible with the latest version of ESRI ArcGIS Pro. Post-processing or packaging may be necessary to meet the City's requirements.

After the data collection, NCE will provide the City with a technical memorandum via email, summarizing the process and deliverables, as well as recommendations for future asset data collection or condition inspections.



NCE will also provide the City with all processed images from the data collection in an electronic submission, along with one year of online data hosting using an interactive map viewer to visualize asset locations, images, and attribute data. After a year, the data will be automatically archived, but the service can be retained for an additional annual cost.

As part of this task, NCE will also assist the City in uploading compatible assets in the City's StreetSaver® database. Please note, NCE scope does not include StreetSaver® subscription cost. NCE will submit all the deliverables within 4 months (20 weeks) from the notice to proceed.



Task 9: Additional Street ROW Asset Inventory

In this optional task, NCE will perform an asset inventory for the features noted below for the entire City network.

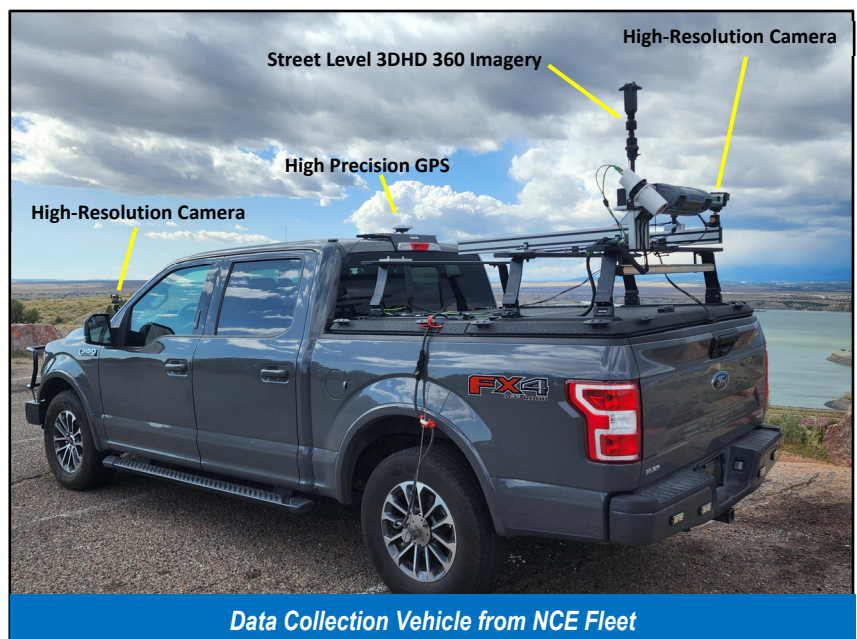
- Light post inventory; guardrail/traffic barrier inventory; utility box inventory.
- Water Valves, Manholes
- Tree and Tree Well

Please note the condition assessment will be based on overall condition assessment (good, fair, and poor) and not in accordance with any federal, state or City standards. Additionally, all the assets noted above are assumed to be visible from public ROW while driving the City street network during data collection. **Should the City choose to focus on specific assets, such as traffic signs, rather than addressing all previously mentioned assets, NCE can provide a revised cost estimate based on the selected assets for inventory.**

Data Collection and Project Management

Additionally, as part of Phase 1 (Tasks 1 through 7), NCE will collect street-level imagery using a vehicle-mounted mobile device and an image processing application with cloud storage. This task assumes only one pass is required for all two-lane streets (i.e., local/residential roads by functional class). For roads with 3-4 lanes (i.e., collector/arterial roads by functional class), the task assumes two passes total, one per each direction to sufficiently collect asset imagery.

Some segments will receive additional passes due to vehicle routing or data quality purposes. The City may request additional passes on specific streets on a time and materials basis (approximately \$3/mile depending on total mileage). The spatial accuracy of GIS locations will be within three feet (subject to human review). NCE will utilize this imagery to process the extraction of asset information in attributes listed under Table 1. It is assumed that the City will provide NCE with an updated GIS shapefile that shows all the streets within its jurisdiction.



Project Management, Meetings, and Coordination

As part of Phase I, NCE will manage the project and conduct virtual project meetings. These meetings include:

- Project kick-off meeting (virtual)
- Monthly progress reports (via email)
- Two additional technical meetings (virtual)

NCE will virtually meet with City staff to kick-off the project by reviewing the project approach and any administrative matters, as necessary. At a minimum, items to be discussed during the kick-off meeting will include the following:

- Scope of work, project schedule, budget, and invoicing requirements
- Points of contacts
- Field Work
 - Scheduling and access requirements
 - Public safety concerns, requirements, and procedures
 - Criteria for data collection
- Quality Control activities
- Checkpoints for future meetings

2.5.5 Philosophy

The process of delivering a project can be complicated and all-encompassing. Successful project delivery requires a team that understands the entire project delivery process beginning with planning and programming, and into design and construction. The City's perspectives are well aligned with NCE's in that we are both focused on efficient project delivery from start to finish. Because the firm can, and does, deliver projects from start to finish, our staff understand this mindset and it is embedded in our culture and embraced by our staff.

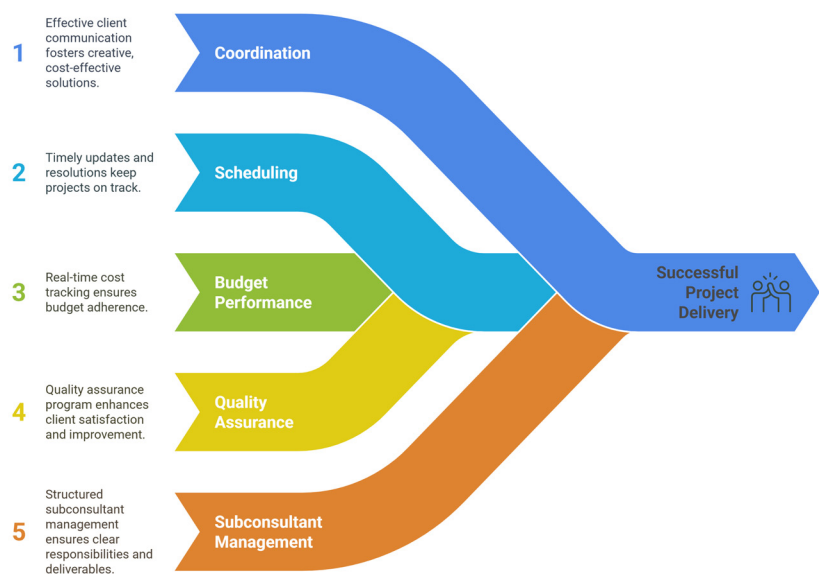
The first step in every NCE design project is meeting with the client to discuss design expectations and document project goals. These goals then become the foundational basis of the design process and at each design milestone the draft product is compared to the goals documented and agreed to at the outset. Our design process also includes multiple key milestone check-ins with the client and design team at 30% (design development) and 60%/90% (draft construction documents) and 100% (final construction documents). By implementing this approach, the design is consistently checked against the agreed goals and the design never progresses too far without the client's review and input. NCE routinely utilizes local agency design standards and will include these standards as appropriate on each client project.

Project Management Approach

NCE brings a collaborative, innovative, and problem-solving mentality to the management of all our projects, and this is the foundation of our approach. We believe in allocating the right resources at the right time to cost-effectively produce high-quality deliverables and projects for our clients. We focus on understanding our

NCE has performed several pavement management contracts for OCTA, including but not limited to, needs assessments, MicroPAVER software and field inspection training and development of county-wide pavement management plan guidelines. All projects were completed on time, within budget in a highly professional manner."

Harry Thomas, Project Manager
(Retired), Orange County
Transportation Authority (OCTA)



client's "big picture," while increasing the value of every dollar spent on every effort or project by identifying and eliminating challenges before they occur. This starts with assigning experienced and capable project managers and surrounding them with handpicked teams tailored to every effort, task, or project. NCE's objective for any contract is to deliver technically sound and high-quality projects on-time, on-budget, and with a high level of satisfaction to our clients. To demonstrate our commitment to excellence, our approach is outlined in the following paragraphs.

Delivering Projects with Efficiency and Effectiveness

During the project execution phase, the task manager will be responsible for delivering the scope of work. Tasks will include managing the budgets, project schedule, sub-consultants, and preparation of work products. Our **Project Manager, Vivek Jha, PE**, will be responsible for monitoring the progress of the project, ensuring that the scope of work is fully performed, ensuring the financial elements are being tracked and are on budget, monitoring schedules, and ensuring that the necessary resources are assigned and committed to the project. He will be responsible for maintaining consistency of invoices with the project contracts and deliverables, ensuring that sub-consultant agreements are consistent with the master contract (flow downs), and that NCE delivers technically sound projects on time, on budget, and with a high-level of satisfaction to the City.

Coordination

To ensure effective communication with the City, NCE's Project Manager will communicate progress with informal briefings, either in person or via phone or email. Depending on the task, these can vary in frequency from once a week to daily. Formal interactions between the technical team and the City are included in each detailed project schedule. Communication creates synergy and ensures high engagement, leading to the most creative and cost-effective solutions.

Scheduling

Timeliness is a high priority for the NCE team. Clear communication, concise documentation, prompt problem resolution, and frequent review of the schedule are the tools NCE uses to complete every project within the established timeframe. NCE works collaboratively with our clients to prepare project-specific schedules with clear delivery timelines. In the event of a potential delay on project milestones, NCE will promptly notify the City, present the details of the potential delay, and make recommendations for bringing the project schedule back on track.

Budget Performance

NCE is capable of complying with state, federal, and specific contract requirements. NCE has a centralized computerized cost accounting system that accurately tracks specific job costs. Labor hours and expenses are entered into the system daily and project managers have access to real-time project reporting. Costs are routinely compared with budget and schedule to identify discrepancies or adjustments that need to be made in terms of level of effort, labor hour allocation, team performance, or scheduling. NCE's cost control and invoicing system is well suited to tracking costs, preparing invoices in styles and formats consistent with our client's requirements, and providing the necessary backup in a complete and easy-to-follow package. Monthly invoices with budget tracking summaries will be provided to the City for review. Also, NCE has a long history of working on Caltrans projects throughout California, providing financial documentation, reporting, and invoicing to comply with Caltrans financial reporting requirements. In addition, NCE has an approved Indirect Cost Rate and received a Caltrans Audit with a high degree of acceptance.



High-Quality Deliverables

NCE has an active Quality Assurance Management Program (QAMP) that includes specific quality control (QC) procedures. The goal of NCE's QAMP is to infuse quality throughout the entire project. Each NCE employee attends our quality assurance training and is required to pass an exam and receive certification. **NCE's QAMP is based on four principles: client satisfaction, employee participation, problem prevention, and continuous quality improvement.**



Managing Subconsultants

Managing the subconsultant contracting process and performance needs to be as structured as other aspects of project management. Just as the City looks to NCE as the overall responsible party for the contract with them, NCE will be diligent with each of its teaming partners to be sure their performance is going to enhance the overall project results and meet the goals and expectations of the City. NCE requires a QA/QC program plan from each teaming partner. NCE will ensure the scope of services in each subconsultant contract is clearly written with identified deliverables and milestones and the division of work and responsibilities is clearly defined to eliminate confusion, duplication, and gaps in the project work. NCE will coordinate and integrate subconsultant activity and hold regular meetings to facilitate project coordination, understand the subconsultant's progress on the work, and to answer pressing questions.



D. Scope of Work

2.5.6 Workload

Firm Current Workload, Capacity, and Available Resources

NCE provides and commits qualified personnel from start to finish for our projects, and we will certainly do so for the City's project. Currently, the personnel listed serve in various roles for other projects. For those smaller commitments which may overlap with the start of the project, NCE can readily adjust our personnel assignments to ensure we meet our commitments. Based on our existing workload and projections, the NCE team is capable of seamlessly integrating the City of Seaside Asset Data Collection Services project into our company's future work plans. Provided below are projects currently underway that are being managed by NCE's Anaheim office.

Client Name	Project Name	Project Manager	Anticipated Completion
City of Anaheim	Anaheim – 2022-2023 PMP Update	Vivek Jha	June 2025
City of Corona	Corona – Pavement Assessment & Management Services – 10-year PMP Update	Vivek Jha	May 2025
City of Diamond Bar	Diamond Bar – 2023-2026 Street Rehabilitation and ADA Curb Ramp Improvements	Jim Bui	December 2026
City of Richmond	Richmond – Central Ave at I-80 Construction and Environmental Documents	Jim Bui	June 2025
City of San Clemente	San Clemente – PMS Update 2025	Vivek Jha	June 2025
City of San Marino	San Marino – Construction Support Street Rehab Program No. 21-9271	Jim Bui	June 2025
City of San Marino	San Marino – 2022 & 2023 Street Rehab Program	Jim Bui	April 2025
San Diego County	San Diego County – As Needed Consultant Services for Pavement Management & Road Surveying	Vivek Jha	June 2027
Federal Highway Administration	Long Term Pavement Performance Materials Reference Library	Timin Punnackal	June 2025
Orange County Transportation Authority	OCTA – Pavement Management Software Trainings – 1-3662	Vivek Jha	June 2025
Orange County	Orange County – Roadway Analysis & Distress Surveys for County Roads	Vivek Jha	June 2025
City of Santa Maria	Asset Inventory and PMP Support	Vivek Jha	June 2025
City of Santa Maria	PAED Active Santa Maria SRTS	Jim Bui	June 2025
City of San Bernardino	Pavement Management and Asset Inventory	Vivek Jha	December 2025
City of Redondo Beach	Pavement Management and Street Rehabilitation	Jim Bui	December 2025
City of Thousand Oaks	Pavement Management and Sign Inventory	Vivek Jha	June 2025

Project Team Current Workload, and Project Availability

NCE's **Project Manager, Vivek Jha, MS, PE**, has the demonstrated ability to manage multiple complex assignments and he is supported by a highly qualified group of personnel who have managed the planning, design, and construction activities for several critical projects simultaneously. The table below summarizes the current work commitments of NCE's team proposed for this project.

Key Staff	Commitments to Other Agencies	Availability During Contract
NCE Staff		
Vivek Jha, MS, PE Project Manager	- County of San Diego – Pavement Management Program Update and GIS ROW Asset Inventory OCTA Pavement Support Program - OCTA Pavement Management Training - City of Anaheim – 2025 PMP Update - City of San Bernardino – Pavement Management Program and GIS ROW Asset Inventory	40%
Vijay Pulijal, PE, PMP QA/QC Manager	- Town of Moraga – 10 Year Paving Plan - Sonoma County – PMP Update - County Engineers Association of California (CEAC) – Statewide Local Street and Road Needs Assessment - Metropolitan Transportation Commission (MTC) – Pavement Management Technical Assistance Program (P-TAP)	30%
Shahram Misaghi, MS, PE GIS Manager	- Sonoma County – PMP Update - CEAC – Statewide Local Street and Road Needs Assessment - MTC – P-TAP Program	25%
Shaun Russo Asset/GIS Management Analyst	- City of San Bernardino – Pavement Management Program and GIS ROW Asset Inventory - City of Monterey Park – Pavement Management Program Update and GIS ROW Asset Inventory - City of Wildomar – Pavement Management Program Update and GIS ROW Asset Inventory - County of San Diego – Pavement Management Program Update and GIS ROW Asset Inventory	50%
Jordan Lin Asset/Data Science Analyst	- City of San Bernardino – Pavement Management Program and GIS ROW Asset Inventory - City of Monterey Park – Pavement Management Program Update and GIS ROW Asset Inventory - City of Wildomar – Pavement Management Program Update and GIS ROW Asset Inventory - County of San Diego – Pavement Management Program Update and GIS ROW Asset Inventory	40%
Joseph DeLeon Senior Field Technician	- City of Anaheim – PMP Professional Services - City of Monterey Park – 2025 PMP Update - City of San Bernadino – PMP and Asset Inventory - County of San Diego – As-Needed Engineering Consultant Services, Pavement Management, and Surveying - City of Wildomar – Pavement Management Program Update and GIS ROW Asset Inventory	40%
Subconsultant – Transconomy Staff		
Jonathan Groeger Task Manager – Data Processing	- Federal Highway Administration – HIERD Contract - City of Bowie – Pavement Condition Survey - Virginia Department of Transportation – Asset Extraction - San Bernadino – Asset Extraction	40%
Jaya Rajwani Technology Lead	- Transconomy Internal Client – Development of PCI Model - University of Virginia – Asset Extraction	60%

Key Staff	Commitments to Other Agencies	Availability During Contract
	City of Allentown – Asset Extraction	
Subconsultant –märker geospatial Staff		
Ken Huisman Field Data Collection Manager	- Fresno Council of Governments City and County of Fresno – Pavement Assessment - Santa Cruz County – Pavement Assessment - Placer County – Pavement Assessment	30%
John Zimmer Field Data Collection Coordinator	- Fresno Council of Governments City and County of Fresno – Pavement Assessment - Santa Cruz County – Pavement Assessment - Placer County – Pavement Assessment City of Anaheim – Pavement Assessment	90%

2.5.7 Preliminary Schedule

Task Description	Weeks															
	NTP	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Phase 1:	X								X				X			X
1. Sidewalk Inventory																
2. Sign Inventory																
3. Curb Ramp Inventory																
4. Pavement Marking & Striping Inventory																
5. Curb Marking Inventory																
6. Driveway Apron Inventory																
7. Data Collection QC and Asset Inventory Validation																
Phase 2:																
8. GIS Deliverables and Technical Memorandum																
City's Review																

Assumptions

X-Meetings

Assumes no weather delays or holidays.

Please note NCE can prioritize specific asset extraction as per City's need.



E. Relevant Experience

2.5.2 Project Team Experience and Qualifications

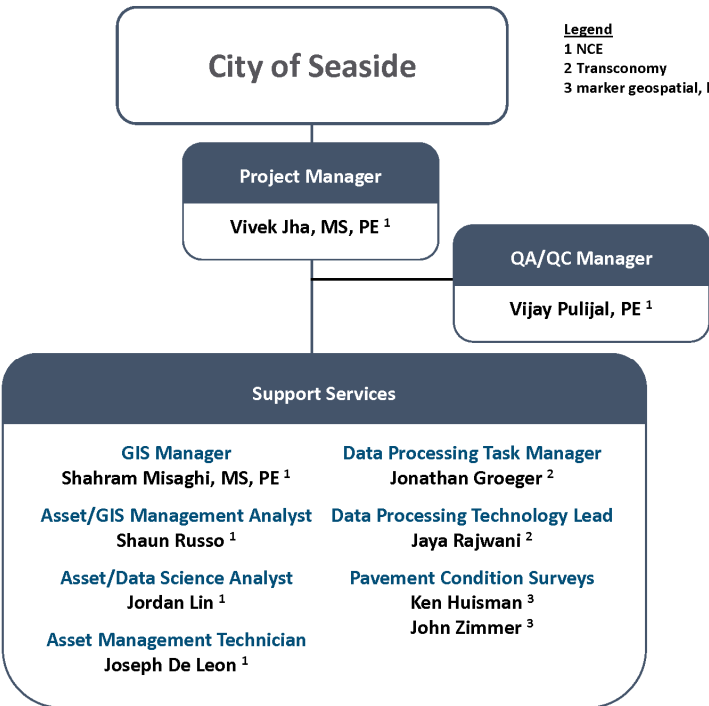
Project Team

NCE has assembled a proven project team of highly qualified individuals who have the knowledge, expertise, and experience with the pavement ROW asset data collection services. We are committed to providing our clients with continuity in staff and quality of service. Our staff routinely benefits from continuous training in the latest versions of pavement and assets inventory collection and analysis software systems, design, and construction techniques. We not only frequently participate in such training but have also instructed and conducted extensive training including field distress and software workshops to hundreds of engineers, technicians, and agency staff in California. The organizational chart below shows the structure and team we propose for this project, as well as the communication and reporting relationships of the key staff in relation to the City for this project.

The NCE team will be led by our proposed **Project Manager, Vivek Jha, MS, PE**. He is supported by an experienced and trusted team of professionals that have successfully worked together on multiple projects. In addition, all team members, including subconsultants, will be managed as an extension of NCE.

Organization Chart

The organization chart below illustrates NCE’s proposed team.



NCE’s team was responsive, clearly communicated their progress, and tracked their expenditures to ensure they stayed within budget. NCE’s work product and deliverables were professionally prepared and submitted on time. The NCE team demonstrated to the City staff how the data was collected using the automated approach and answered questions regarding this new technology. Additionally, NCE staff were readily available to answer any questions and assist the City staff in running additional analyses even after completing their project.”

Fabian Aoun, PE, Associate Engineer, City of Diamond Bar

Subconsultants

Transconomy

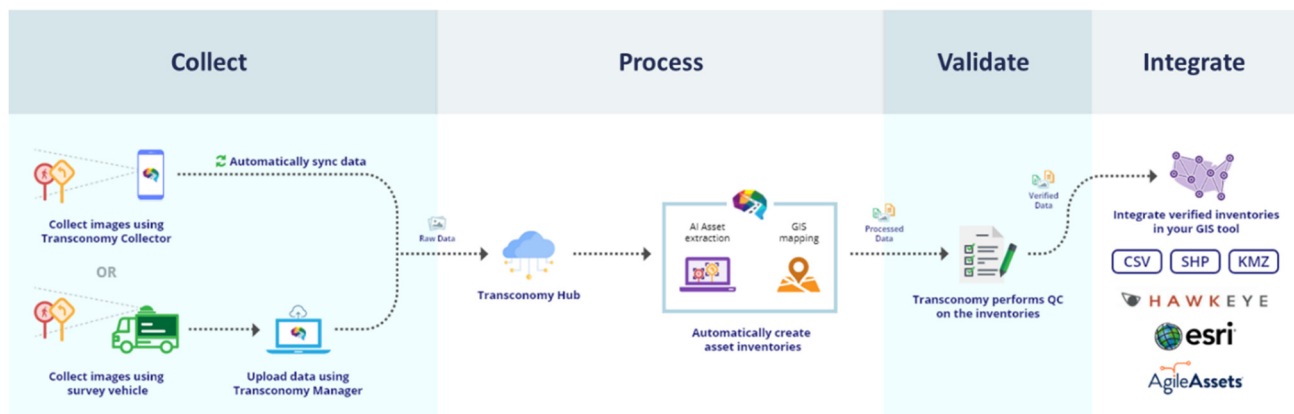


The **Transconomy** team consists of 45 individuals with diverse backgrounds and expertise in asset management, AI, ML, data processing, and GIS. The firm was founded in spring 2022 as a spin-off of iENGINEERING Corporation. Transconomy provides cutting-

edge tools for collecting roadway images and automatically extracting assets to create GIS-based inventories of transportation infrastructure using AI-ML.

Transconomy identifies assets such as traffic control devices (e.g., traffic signs, signals, etc.) based on the MUTCD for Streets and Highways. It also extracts critical facilities and infrastructure such as safety appurtenances (e.g., guardrails, barriers, fire hydrants, etc.), and other ancillary structures (e.g., object markers, utility and transmission posts and lines, parking meters, etc.) meeting Model Inventory of Roadway Elements specifications recommended by the Federal Highway Administration.

A typical asset extraction project is usually divided into four phases, collection, processing, validation, and viewing/integration as shown in the figure below.



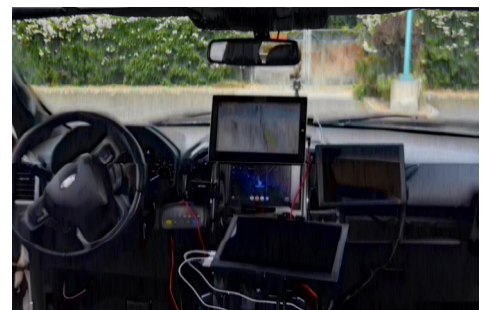
Transconomy provides information to asset owners that is essential to solve critical transportation problems such as:

- Using GIS-based asset inventories to conduct an evaluation based on the condition of assets and the adequacy of the asset location to implement a Transportation Asset Management process.
- Performing safety studies to determine whether a traffic sign is provided at a sufficient distance ahead to allow adequate driver response time or evaluate whether adequate protection is being provided based on the beginning and end of guardrails. These studies can be conducted based on the American Association of State Highway Transportation Officials Highway Safety Manual.
- Delivering pavement condition surveys to detect surface defects such as cracking, potholes, patching, etc. so that a plan for achieving and sustaining a desired state of good repair of pavement can be conducted.

märker geospatial, llc



märker geospatial (märker) has provided hundreds of successful pavement and asset management projects specifically for municipal governments for over 30 years. märker has implemented industry-leading technologies with a focus on successfully collecting, processing, and delivering accurate, up-to-date pavement conditions, along with other various public works roadway and roadside infrastructure assets for a multitude of government agencies across the country. märker owns and operates a fleet of ROW data collection equipped vehicles and they use proven technologies to complete pavement data collection and asset management projects. märker's testing vehicle has



been certified by MTC through the Vendor Certification Program (VCP), further ensuring that we meet the accuracy requirements specified by MTC.

Their proposed team of experienced pavement management specialists truly helps government agencies implement, update, and operate sound Transportation Asset Management Systems (TAMS). märker geospatial owns and operates a fleet of ROW data collection equipment and utilizes proven technologies to successfully complete pavement data collection and asset management projects.

More than 90% of märker geospatial's revenues come from City and County governments. Their innovative thinking goes beyond accurate technical solutions and builds client confidence through the delivery of successful projects.

Non-Substitution of Key Staff Statement

NCE understands there shall be no substitution of designated members of the team without prior approval by the City.

Resumes

Resumes for our project team are provided on the following pages.

Vivek Jha, MS, PE

Client/Project Manager



Vivek is an experienced Project Manager and Principal and the Southern California Operations Manager at NCE. With over 15+ years of comprehensive experience in the pavement industry, he has recently developed substantial expertise in ROW asset data collection and inventory projects. His leadership in comprehensive asset inventory projects for municipalities like Santa Maria, Hawaiian Gardens, San Bernardino, and Thousand Oaks demonstrates his proficiency in managing complex data collection efforts. Vivek has successfully overseen projects involving traffic signs, sidewalks, curb ramps, pavement markings, and other infrastructure assets using advanced AI-ML technology and rigorous validation methodologies. His technical background combined with project management expertise ensures responsive communication, adherence to timelines, and delivery of high-quality deliverables that exceed expectations.

Representative Projects

Citywide Asset Data Collection, City of Santa Maria, CA. Project Manager. NCE was selected to perform a comprehensive ROW asset inventory for the City's entire **239-mile street network**. This extensive project involves collecting detailed data on traffic signs, curb ramps, sidewalks, curb markings, pavement markings, driveway aprons, and light posts. Vivek is leading the implementation of NCE's systematic data collection methodology using vehicle-mounted mobile devices and cloud-based image processing. He oversees both the automated asset extraction processes and the human verification quality control measures that ensure data accuracy exceeding 85%. The final deliverables include comprehensive GIS data and access to NCE's web-based asset management dashboard.

2024 Pavement Management Program Update and Traffic Sign Inventory, City of Thousand Oaks, CA. Project Manager. NCE is conducting a comprehensive evaluation of the City's entire street network consisting of about **384-centerline miles**. In addition to pavement condition assessment according to American Society for Testing and Materials (ASTM) D6433 via automated surveys, Vivek is leading an advanced traffic sign inventory initiative utilizing AI and machine learning. This innovative approach has successfully identified and cataloged over 25,000 traffic signs throughout the City, capturing detailed attributes for each sign including location, type, MUTCD code, condition, and mounting specifications. He is also managing night-time inspections to validate and verify the AI-extracted sign data, ensuring optimal inventory accuracy.

Pavement Management Program and Asset Inventory, City of San Bernardino, CA. Project Manager. For this large-scale project covering **650-centerline miles**, Vivek is managing the collection of comprehensive asset data across multiple asset classes including traffic signs, curb ramps, sidewalks, curb markings, pavement markings, driveway aprons, light posts, trees, guard rails, and utility boxes. His leadership ensures efficient data collection, processing, and quality control for this complex, multi-faceted project. The resulting asset inventory will provide the City with detailed information to support infrastructure maintenance planning and budgeting.

Pavement Survey and Asset Inventory, City of Hawaiian Gardens, CA. Project Manager. For this **18-centerline mile** network, Vivek managed a comprehensive asset inventory that included sidewalks, traffic signs, curb ramps, pavement markings, curb markings, driveway aprons, light posts, trees, and utility boxes. His methodical approach integrated advanced mobile data collection with AI-assisted processing to create complete, actionable GIS deliverables that provide the City with detailed asset location and attribute information for future maintenance planning.



Education

MS, Civil Engineering, Rowan University, 2009

BS, Civil Engineering, Sardar Patel College of Engineering, Mumbai, India, 2007

Registration

Professional Engineer – Civil, MD #52713

Affiliations

Advisory Board Member, CREATEs

Airport Cooperative Research Program (ACRP) Panel Member
Automated Pavement Condition Survey Practices

Joined NCE

2022

Total Years of Experience

15 years

Since joining NCE in 2022, Vivek has made substantial contributions to more than 50 asset and pavement management projects, as well as roadway rehabilitation programs for public agencies across the Southern California Counties of Los Angeles, Orange, San Diego, San Bernardino, Riverside, and Santa Barbara.

Vijay Pulijal, MS, PE, PMP QA/QC Manager



Vijay is a licensed California Civil Engineer and certified Project Management Professional with more than 21 years of expertise in both pavement and non-pavement infrastructure. He has successfully managed over 170 asset and pavement management projects, consistently delivering cost-effective, high-quality solutions to public agencies across California. Vijay has recently developed expertise in AI technologies pertinent to asset management. This encompasses advanced data collection methods for assessing pavement conditions and overseeing non-pavement assets such as traffic signs, streetlights, and signals. These proactive initiatives are establishing a foundation for a more scalable and accurate approach to asset management, highlighting Vijay's commitment to innovation and the pursuit of future-ready solutions. In addition, his work with the MTC as a recognized 'Power User' for StreetSaver® further highlights his deep expertise in GIS-based tools and asset management software.

Representative Projects

P-TAP Rounds 5 through 25, MTC, CA. Project Manager. Vijay led the P-TAP for MTC for the past 21 years, overseeing more than 168 assignments for municipalities in the Bay Area. The P-TAP program, which receives approximately \$1.5 million in federal funding each year, assists local agencies in optimizing their road maintenance budgets through the implementation, updating, and management of pavement management databases. Additionally, the program facilitates the management of non-pavement street and road assets, such as signage, storm drains, curbs, gutters, traffic signals, and streetlights via pilot projects. Vijay conducted pavement condition surveys, updated PMPs for agencies utilizing StreetSaver® with field data and integrated maintenance and rehabilitation activities. He collaborated closely with agencies to devise pavement treatment strategies, carefully considering factors such as treatment costs, inflation, interest rates, and long-term budget projections. He also developed budget scenarios illustrating the potential impacts on pavement conditions, thereby optimizing annual budgets for cost-effective outcomes. He also enhanced provided color-coded PCI and work plan maps using GIS tools like ESRI ArcMap, along with comprehensive reports detailing all findings for both MTC and the relevant agencies.

Pavement Management Program Update, City of Simi Valley, CA. Project Engineer.

Vijay and the pavement management team at a prior firm performed pavement condition inspections of the entire network of **350-centerline miles**. Vijay's responsibilities involved updating the newly created StreetSaver® database with the inspections, maintenance, and rehabilitation data, and providing extensive two-day training of City staff. He integrated the GIS street shapefile with the StreetSaver® program and created a presentation for City staff to present to the City Council.

Pavement Management Program Updates, City of Palm Springs, CA. Project

Manager. At a prior firm, Vijay conducted and managed a pavement condition survey of the City's entire street network of **250-centerline miles**, as well as an inventory and condition assessment of all warning and regulatory signs and prepared a report of findings and recommendations for presentation to the City council and the City's Measure J task force. He provided recommendations to the City on treatment strategies and a priority list of streets with cost-effective treatment strategies.



Education

MS, Engineering Technology,
University of Memphis TN,
2000

BS, Civil Engineering, Osmania
University, India, 1999

Registration and Certification

Professional Engineer – Civil,
CA #76480

Project Management
Professional (PMP), PMI
MTC StreetSaver® Rater
Certification

OSHA 10-Hour Construction,
ClickSafety

Joined NCE

2024

Total Years of Experience

21 years



*Vijay has effectively
overseen and managed over
170 asset and pavement
management projects in
California, showcasing a
comprehensive range of
expertise.*

Shahram Misaghi, MS, PE

GIS Administrator



Shahram is an experienced Project Manager and Senior Project Engineer at NCE with over 20 years of experience in pavement management, asset management, maintenance, rehabilitation, design, and planning projects. His expertise includes advanced GIS applications for asset inventory development, data integration, and spatial analysis. Currently, he is leading multiple projects focused on ROW asset collection for agencies across California and has managed over 70 pavement management projects in the last 12 years. Shahram excels at developing GIS databases that integrate multiple asset types into cohesive, usable formats for municipal planning and decision-making. His comprehensive knowledge of GIS tools enables him to create effective visualization and analysis solutions for complex asset inventories, enhancing their utility for client agencies. He maintains expertise in both ArcGIS and open-source GIS platforms, enabling flexible solutions tailored to client needs.

Representative Projects

Statewide Local Streets and Roads Needs Assessment, League of California Cities and CEAC, California State Association of Counties, CA. Senior Engineer. NCE has prepared the biennial needs analysis for both pavement and non-pavement assets for **540 cities and counties** since 2008. Shahram's role includes developing and maintaining the GIS infrastructure supporting this massive data collection and analysis effort, creating standardized frameworks for asset organization and integration across hundreds of municipalities.

Citywide Asset Data Collection, City of Santa Maria, CA. GIS Administrator. For this comprehensive asset inventory project covering **239-centerline miles**, Shahram designed the GIS database structure to accommodate all collected asset types, including traffic signs, curb ramps, sidewalks, pavement markings, and more. His expertise ensured proper spatial alignment, attribute standardization, and integration with the City's existing GIS infrastructure. He also configured the web-based dashboard providing user-friendly visualization and query capabilities for the collected assets.

Pavement Management Program Update and Traffic Sign Inventory, City of Thousand Oaks, CA. GIS Administrator. Shahram developed the GIS framework for organizing and presenting the 25,000+ traffic signs identified through AI-ML extraction from street-level imagery. His work included designing the database schema, standardizing attribute classifications, ensuring spatial accuracy, and creating visualization tools that highlight sign distribution, condition ratings, and MUTCD compliance across the City's **384-centerline mile** network.

Pavement Survey and Pavement Management Program with Asset Inventory, City of Hawaiian Gardens, CA. GIS Administrator. For this **18-centerline mile** network, Shahram configured the GIS deliverables for all collected assets, ensuring proper integration with the City's existing systems. His approach included comprehensive metadata development, standardized attribution, and creation of user-friendly data access tools to maximize the utility of the asset inventory for City staff.



Education

MS, Civil Engineering,
University of Texas, El Paso,
2011

BS, Civil Engineering,
University of Science and
Technology, Tehran, 1999

Registration and Certification

Professional Engineer – Civil,
CA #82874

MTC StreetSaver® Rater
Certification Program

Joined NCE

2011

Total Years of Experience

22 years



Shahram has been instrumental in the successful execution of more than 70 pavement and asset management projects throughout California. His experience includes a comprehensive understanding of all facets of pavement management, including GIS integration. Additionally, he has expertise in the collection of various roadway asset data.

Shaun Russo

Asset/GIS Management Analyst



Shaun joined NCE in 2023 as a Pavement Management Program Analyst bringing over five years of experience managing diverse public works projects across Southern California. He has completed projects for 60+ local agencies including pavement management programs, sidewalk management programs, ROW asset inventories, and various GIS technical support services. His experience spans municipal and local government agencies in San Diego, Orange, Los Angeles, Riverside, and San Bernardino Counties. Shaun specializes in GIS-based asset management, with particular expertise in data quality control, spatial analysis, and creating actionable visualizations from complex asset datasets. His advanced knowledge of GIS tools enables him to perform sophisticated analyses of asset inventories, identify spatial patterns, and develop user-friendly maps and dashboards that enhance decision-making capabilities for client agencies.

Representative Projects

Pavement Management Program Update and Traffic Sign Inventory, City of Thousand Oaks, CA. GIS Analyst. Shaun is working on the City's 2024/25 asset inventory and PMP update, covering **384 centerline miles**. A key component of his work includes quality control and attribute standardization for the 25,000+ traffic signs identified through AI-ML processing of street-level imagery. His meticulous approach ensures consistent classification, accurate spatial placement, and complete attribute documentation for all identified signs, creating a comprehensive inventory that supports the City's maintenance planning and compliance efforts.

Citywide Asset Data Collection, City of Santa Maria, CA. GIS Analyst. For this **239-centerline mile** asset inventory project, Shaun performed detailed quality control review of all collected assets, with particular focus on sidewalk and traffic sign inventories. His work included identifying missing sidewalk segments, correcting misclassified asset attributes, and ensuring spatial accuracy of all collected features. His thorough approach contributed significantly to the project's high accuracy rate and overall data quality.

Pavement Survey and Pavement Management Program with Asset Inventory, City of Hawaiian Gardens, CA. GIS Analyst. For this **18-centerline mile** network, Shaun conducted quality control of the city's pavement marking inventory, ensuring accurate identification and classification of regulatory markings such as stop symbols and crosswalks. He also created projected condition maps based on various budget scenarios, helping the City visualize the potential impacts of different funding approaches.

Pavement Management Program and Asset Inventory, City of San Bernardino, CA. GIS Analyst. For this extensive **650-centerline mile** project, Shaun is applying his expertise to manage the quality control processes for all collected assets, ensuring database integrity and spatial accuracy. His role includes developing standardized attribution protocols, validating asset classifications, and creating visualization tools that highlight asset distribution and conditions across the City's extensive network.



Registration/Certifications

OCTA Pavement Inspector
Prequalification

Affiliations

American Society of Civil
Engineers
American Public Works
Association

Joined NCE

2023

Total Years of Experience

5 years

Jordan Lin

Asset/Data Science Analyst



Jordan joined NCE upon graduation and has quickly developed specialized expertise in GIS mapping, data automation, and advanced spatial analysis. His technical background includes internships at both Esri and UCLA in IT/technical support and application/website development, providing him with a strong foundation in geospatial technologies and data management. At NCE, Jordan has become a key contributor to asset inventory projects, developing automated tools for processing collected data, performing quality control checks, and creating innovative visualizations that enhance understanding of complex datasets. His combined knowledge of GIS and programming allows him to develop customized solutions for extracting, validating, and analyzing asset data from various sources including street-level imagery, automated surveys, and manual inspections.

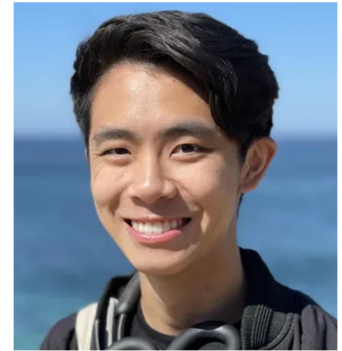
Representative Projects

Pavement Survey and Pavement Management Program with Asset Inventory, City of Hawaiian Gardens, CA. Data Analyst. Jordan performed quality control of the City's pavement marking inventory to ensure items such as stop symbols were correctly identified within ArcGIS Pro. He created projected condition maps based on various budget scenarios, helping the City visualize the long-term effects of different investment strategies. His attention to detail and systematic approach ensured accurate identification and classification of all asset types across the **18-centerline mile** network.

Citywide Asset Data Collection, City of Santa Maria, CA. Data Analyst. For this comprehensive asset inventory covering **239 centerline miles**, Jordan conducted quality control of the sidewalk inventory, validating existing segments and adding missing sections to ensure complete coverage. He developed automated processes to streamline data validation, significantly improving efficiency while maintaining high accuracy standards. His methodical approach to data review contributed substantially to the project's success in documenting over 16,000 traffic signs, 326 miles of sidewalks, and numerous other asset types.

Pavement Management Program Update and Traffic Sign Inventory, City of Thousand Oaks, CA. Data Analyst. Jordan is contributing to the quality control processes for the 25,000+ traffic signs identified through AI-ML extraction from street-level imagery. His work includes validating sign classifications, verifying spatial accuracy, and developing visualization tools that highlight sign distribution, condition ratings, and MUTCD compliance across the City's 384-centerline mile network.

Pavement Management Program and Asset Inventory, City of San Bernardino, CA. Data Analyst. For this extensive **650-centerline mile** project, Jordan is developing automated quality control processes to efficiently validate the large volume of collected asset data. His approach combines GIS analysis with custom scripts to identify potential errors or inconsistencies, allowing for targeted manual review while maintaining project efficiency.



Education

BS, Computer Science and Engineering (minor in Geospatial Information Systems and Technologies), University of California, Los Angeles, 2024

Joined NCE

2024

Total Years of Experience

2 years

Joseph DeLeon

Senior Field Technician



Joseph joined NCE in 2017 as a Pavement Management Technician and has developed extensive expertise in field data collection for various pavement and asset management projects. He currently leads all activities related to data collection and plays an active role in the quality control process. Joseph is certified by MTC to perform pavement distress inspections and has completed the OCTA PAVER™ 'Distress Identification' course for both Asphalt Concrete and Portland Cement Pavements. His field expertise extends beyond pavement assessment to include comprehensive ROW asset data collection through various methodologies including walking surveys, windshield surveys, and automated collection using specialized vehicles equipped with high-resolution cameras. Joseph excels at calibrating data collection equipment, implementing efficient field procedures, and ensuring complete coverage of all assets within project areas.

Representative Projects

Citywide Asset Data Collection, City of Santa Maria, CA. Senior Field Technician.

Joseph led the field data collection effort for this comprehensive **239-centerline mile** asset inventory. His responsibilities included operating the data collection vehicle, ensuring proper camera calibration and positioning, monitoring image quality in real-time, and coordinating collection routes to maximize efficiency while maintaining complete coverage. His meticulous approach ensured high-quality street-level imagery that supported successful identification and documentation of over 16,000 traffic signs, 4,500 curb ramps, 326 miles of sidewalks, and numerous other asset types.

Pavement Management Program Update and Traffic Sign Inventory, City of Thousand Oaks, CA. Senior Field Technician.

Joseph operated the automated data collection vehicle for this **384-centerline mile** project, capturing high-resolution street-level imagery used for AI-ML extraction of traffic signs and other assets. He is also conducting night-time inspections to validate and verify sign conditions and reflectivity properties, ensuring a comprehensive and accurate inventory of the 25,000+ traffic signs identified through automated processing.

Pavement Survey and Pavement Management Program with Asset Inventory, City of Hawaiian Gardens, CA. Senior Field Technician.

For this **18-centerline mile** network, Joseph coordinated and conducted the field data collection, capturing detailed street-level imagery of all ROW assets. His careful attention to collection parameters and image quality ensured optimal conditions for subsequent automated extraction and human verification of assets including traffic signs, sidewalks, curb ramps, and pavement markings.

Pavement Management Program and Asset Inventory, City of San Bernardino, CA. Senior Field Technician.

Joseph is leading the field data collection efforts for this extensive **650-centerline mile** project. His responsibilities include planning collection routes, operating the data collection vehicle, monitoring equipment performance, and ensuring complete coverage of the City's extensive street network. His expertise in data collection methodologies is critical to capturing the high-quality imagery needed for comprehensive asset identification across all targeted asset classes.



Education

Mendocino College

Registrations/Certifications

**MTC StreetSaver® Rater
Certification Program**

OCTA PAVER™ Certification

Joined NCE

2017

Total Years of Experience

7 years

Transconomy LLC
24805 Pinebrook Road, Suite 204
Chantilly, Virginia 20152

Phone 703 722 2980
Fax 703 722 2981
Internet www.transconomy.com



Jonathan Groeger
Data Processing Task Manager
Jonathan.Groeger@transconomy.com

PROFILE OVERVIEW

- Mr. Jonathan Groeger is a Civil Engineer with over 35 years of experience dedicated to highway infrastructure engineering, management, and research. Mr. Groeger is highly skilled at leading complex projects involving multi-disciplinary staff, including civil engineers, IT professionals, traffic engineers, statisticians, data scientists, and subject matter experts.
- He is an expert in pavement condition evaluation and pavement management. He has used the Long-Term Pavement Performance Distress ID Manual (and contributed to the development of this document), ASTM D6433 (PCI), and the PASER distress system. He has also used the PAVER system and other pavement management systems on several projects.
- He has worked his entire career in the pavement condition and pavement management area starting with working for the creator of the pavement management movement, Dr. Ronald Hudson, in Austin, Texas. He is an expert in pavement condition evaluation as evidenced by his Chairpersonship of the National Academy of Sciences (NAS), Transportation Research Board (TRB), and Pavement Evaluation Committee (he served on this committee for 20 years). Mr. Groeger was a member of the NAS TRB Pavement Executive Committee and an editor for the NAS TRB Transportation Research Record Journal in the pavements and asset management areas.

RELEVANT PROJECT EXPERIENCE

CITY OF BOWIE, MD PAVEMENT CONDITION ASSESSMENT AND ASSET EXTRACTION – PROJECT MANAGER

The City of Bowie, Maryland (population 58,000) consists of 400 lane-miles of streets. For this project, Transconomy performed pavement condition surveys as well as a complete asset inventory using AI methods. The asset inventory included signs, light posts, guardrails, curbs and gutters, manholes, sidewalks, fire hydrants, etc. The results were presented in Transconomy's Viewer software, a geodatabase, and CSV files. Transconomy has been contracted to perform pavement surveys through 2026 for the City.

CITY OF ALLENTOWN, PA PAVEMENT CONDITION ASSESSMENT AND ASSET EXTRACTION – PROJECT MANAGER

The City of Allentown, Pennsylvania (pop. 125,000) consists of 421 lane-miles of streets. For this project, Transconomy performed pavement condition surveys as well as an AI-based inventory of signs, lane markings, and pavement markings. The results were presented in Transconomy's Viewer software, a geodatabase, and CSV files. Of the 30,000 signs, hundreds of miles of lane striping and parking markings, and the pavement condition survey, not one quality deviation was noted by the client.

RICHLAND COUNTY REGIONAL PLANNING COMMISSION (RCRPC) PAVEMENT CONDITION ASSESSMENT AND ASSET EXTRACTION – PROJECT MANAGER

The RCRPC MPO consists of 1,500 miles of pavements under their jurisdiction including the City of Mansfield (pop. 50,000). For this project, 1,000 miles of pavement were condition rated using AI processes in a period of two months. In addition, the team performed an asset inventory and condition rating of over 40,000 signs, sidewalks, pavement markings,

Jonathan Groeger

Pavement Manager

Jonathan.Groeger@transconomy.com

and line striping. Using aerial imagery, the team determined the width of all sidewalks. In this project, there were no quality deviations was found by the client.

CITY OF BALTIMORE, PAVEMENT CONDITION ASSESSMENT AND PAVEMENT MANAGEMENT SYSTEM – PROJECT MANAGER

Pavement management services in support of maintaining and upgrading the City's 4,900 lane-mile roadway network. Scope of work included conducting a pavement condition evaluation (PCI), implementing a Pavement Management System (PAVER), developing multi-year road maintenance and rehabilitation plans, and on-call PMS and GIS support. This project was completed ahead of time and under budget.

US DOT, Federal Highway Administration, Long Term Pavement Performance Technical Assistance Contract – Program Manager

Program Manager for the FHWA LTPP Technical Support Services Contract (TSSC). This multi-million-dollar project was the world's largest pavement asset performance research database. Mr. Groeger was directly involved with the project since 1988, i.e., 34 years in total. He was the co-author of the LTPP Strategic Plan, which resulted in the conception of the InfoPave web portal. He produced innovative results, including [InfoPave](#), [InfoMaterials](#), and [InfoBridge](#). The team consisted of civil engineers, traffic engineers, IT professionals (database and programming), data scientists, and subject matter experts. He also led three LTPP TSSC projects with a worth of \$14.5M, \$12M, and \$9M, respectively.

ADDITIONAL PROJECTS:

- City of Chattanooga, TN (pop. 188,000) – Network level PCI condition survey and PAVER implementation as well as GIS integration
- City of Durham, NC (pop. 283,000) - Pavement Management Services (PCI and PAVER)
- City of Rocky Mount, NC (pop. 54,000) - Pavement Management System (PCI and PAVER) Implementation and Sidewalk Condition Survey
- City of Wilmington, NC (pop. 115,000) - Pavement Management Program Evaluation (PCI and PAVER) and Engineering Services
- Town of Groton, CT (pop. 37,000) - Department of Public Works Pavement Management and Rehabilitation (PCI and PAVER)
- Town of Nantucket, MA, Department of Public Works (pop. 15,000) – Pavement condition and Pavement Management Services
- El Paso County, CO (pop. 744,000) – Pavement distress survey using AI methods
- Sedgwick County, KS (pop. 516,000) – Pavement distress survey and sign inventory utilizing AI methods
- City of Arkansas City, KS (pop. 12,000) – Pavement Condition Survey
- City of Garden City, KS (pop. 28,000) – Pavement Condition Survey
- City of Thousand Oaks, CA (pop. 126,000) – Sign Inventory
- City of Hawaiian Gardens, CA (pop. 14,000) – Pavement Area and Right-of-Way asset inventory
- Maryland State Highway Administration - Pavement Management Services (20 years)

Transconomy LLC
24805 Pinebrook Road, Suite 204
Chantilly, Virginia 20152

Phone 703 722 2980
Fax 703 722 2981
Internet www.transconomy.com



Jaya Rajwani
Data Processing Technology Lead
Jaya.Rajwani@transconomy.com

PROFILE OVERVIEW

- With a degree in Computer and Information Systems and a master's in Data Science, Ms. Rajwani serves as the artificial intelligence technology lead for Transconomy. She is responsible for building data pipelines and infrastructure to provide data engineered solutions.
- She also utilizes data to make custom dashboards on mapping tools and holds expertise integrating data into ArcGIS applications.

RELEVANT PROJECT EXPERIENCE

ALLENTOWN, PA PAVEMENT CONDITION AND ASSET EXTRACTION – AI LEAD

The City of Allentown, Pennsylvania (pop. 125,000) consists of 421 lane-miles of streets. For this project, Transconomy performed a pavement condition survey and asset inventory/condition survey using AI methods. The asset inventory included signs (according to Pennsylvania MUTCD), line striping, and pavement markings. The results were presented in Transconomy's Viewer, a geodatabase, and CSV files. Ms. Rajwani implemented the AI models for this project and created the ArcGIS dashboard.

SANTA MARIA ASSET EXTRACTION – AI LEAD

The City of Santa Maria, CA consists of 265 centerline miles of streets. For this project, Transconomy performed an asset inventory and condition survey using AI methods. The asset inventory included signs (according to California MUTCD), lighting, curb and gutter, and sidewalks. Ms. Rajwani implemented the AI models for this project and created the ArcGIS dashboard.

THOUSAND OAKS SIGN SURVEY – AI LEAD

The City of Thousand Oaks, CA consists of 400 lane-miles of streets. For this project, Transconomy performed a sign inventory and condition survey in accordance with the California MUTCD using AI methods. The results were presented in Transconomy's Dashboard software, a geodatabase, and CSV files. Ms. Rajwani implemented the AI models for this project and created the ArcGIS dashboard.

RCRPC PAVEMENT AND ASSET SURVEY – AI LEAD

The RCRPC MPO consists of 1,500 miles of pavements under their jurisdiction including the City of Mansfield (pop. 50,000). The results were presented in Transconomy's Dashboard software, a geodatabase, and CSV files. Ms. Rajwani implemented the AI models for this project and created the ArcGIS dashboard.

SEDGWICK COUNTY PAVEMENT DISTRESS SURVEY AND SIGN INVENTORY – AI LEAD

Sedgwick County consists of 300 centerline miles of streets. For this project, Transconomy performed a pavement distress survey and a demonstration sign inventory and condition survey in accordance with the MUTCD using AI methods. The results were presented in Transconomy's Dashboard software, a geodatabase, and CSV files. Ms. Rajwani implemented the AI models for this project and created the ArcGIS dashboard.



Ken Huisman

Field Supervisor

Mr. Huisman brings more than 35 years of experience in the pavement and infrastructure management consulting industry. Over the course of Mr. Huisman's career, he has provided many aspects of infrastructure management to government agencies across North America. During this time, Mr. Huisman has supervised the creation of large and complex public pavement infrastructure and GIS databases for many municipal, state, and federal projects. Over the course of Mr. Huisman's career, he has developed an extensive portfolio in providing PMS services and is proficient with most off-the-shelf pavement management programs in the marketplace. He is routinely consulted by various agencies to provide helpful solutions that are applied throughout the entire life cycle of public infrastructure management.

Mr. Huisman is a graduate of the School of Engineering at Georgian College in Canada. He spent 17+ years of his career with Stantec Consulting working his way up to Senior Associate before founding Mission Geographic in 2007, now known as märker geospatial, a firm dedicated to providing public works users and decision makers with a variety of innovative and useful infrastructure asset management tools. His experience with various operation management software technologies together with data collection and GIS mapping services—such as infrastructure asset inventories, condition assessments, GIS field infrastructure mapping, and 3D reality capture using LiDAR, has made him a great resource for all the clients that he works with.

Representative Projects

Mr. Huisman has worked collectively with the NCE team on many pavement management projects for many cities and counties in California as noted below:

- Anaheim
- Bakersfield
- Baldwin Park
- Beverly Hills
- Calaveras County
- Clearlake
- Citrus Heights
- Contra Costa County
- Davis
- Diamond Bar
- Elk Grove
- Fresno City/County
- Glenn County
- Hermosa Beach
- Highland
- Humboldt CAOG
- Kern County
- Kings County
- Lake County APC
- Lakeport
- Madera City/County
- Manhattan Beach
- Mendocino COG
- Merced County
- Monterey County and Cities (TAMC)
- Metropolitan Transportation Commission
- Orange County
- Rancho Cordova
- Redondo Beach
- Rocklin
- Sacramento City/County
- San Diego County
- San Francisco City/County
- Santa Barbara City/County
- Santa Cruz City/County
- Santa Maria
- Shasta County
- Siskiyou County
- Stanislaus COG
- Thousand Oaks
- West Sacramento
- Woodland
- Yolo County
- Yorba Linda
- Caltrans



Education

Environmental Engineering Degree, School of Engineering, Georgian College, Ontario, Canada, 1997

Registration/Certifications

Registration/Certifications
MTC StreetSaver® Rater Certification Program
OCTA Prequalified for Automated Data Collection

Joined märker

2007

Total Years of Experience

35 years





John Zimmer, MS

Field Data Collection Coordinator

Mr. Zimmer has more than 30 years of experience in transportation engineering. With this experience he has become an instrumental part of märker's field team in delivering timely, accurate and reliable data. He always strives to provide the best possible service for each of märker's clients. Mr. Zimmer will be on-site for the entire data collection timeline. He will also provide his extensive pavement profiling and infrastructure management experience to this project. He has hands-on experience in completing pavement data collection, transfer, delivery, and analysis.

Mr. Zimmer is certified by MTC through the StreetSaver® Pavement Inspection Rater Certification Program. The Rater Certification criteria is designed to improve the quality of pavement management data for MTC StreetSaver® program users.

Additionally, Mr. Zimmer is a graduate of the University of Nevada, Las Vegas with his master's in engineering. He also obtained a BS Environmental Engineering at the California Polytechnic State University in San Luis Obispo, CA. Between his academic and professional career, he has gained valuable experience on numerous transportation projects using a multitude of spatial remote sensing and pavement scanning technology.

Accomplishments with Similar PMS Projects

- City of Bakersfield, CA: 1,275-mile network
- Sacramento County, CA: 1,550-mile network.
- Kern County, CA: 2,100-mile network.
- Monterey County and Cities (TAMC), CA: 1,045-mile network.
- Glenn County, CA: 820-mile network.
- Siskiyou County, CA: 440-mile network.
- Madera County, CA: 2,100-mile network.
- City of Fresno, CA: 1,495-mile network.
- Orange County, CA: 460-mile network.
- RTP Washoe County, City of Reno and Sparks, NV: 450-mile Arterial network.
- San Diego County DOT, CA: 1,950-mile network.
- Kings County, CA: 1,250-mile network.
- City of Augusta, GA: 3,500-mile network.
- Columbia County, GA: 850-mile network.
- Adams County, CO: 900-mile network.
- City/County of Honolulu, HI: 2,550-mile network.
- City of Napa, CA: 450-mile network.
- Fort Lauderdale, FL: 375-mile network.



Education

MS, Engineering, University of Nevada, Las Vegas, 2006
BS, Environmental Engineering, Cal Poly State, San Luis Obispo, 1997

Registration/Certifications

MTC StreetSaver® Rater Certification Program
Certified, Operation/Maintenance of Automated Pavement Profiler, ICC ~
ESRI GIS Software Certification, On-line course
Certified, Principles of Radiation Protection
Petroleum and Minerals
Certified, Coring & Perforation Field Engineer 1 Halliburton Energy Services

Joined märker
2016

Total Years of Experience
30 years



2.5.3 Firm Experience/History

NCE has had the privilege to work with many counties, cities, and towns in California, Arizona, and Washington. The following individuals and agencies are listed as NCE's references for similar projects which we have successfully completed within the past five years.

Citywide Asset Data Collection, City of Santa Maria, CA



Client: City of Santa Maria
Contact: David Beas, PE
Telephone: (805) 361-9291
Email: DBeas@cityofsantamaria.org
NCE Role: Prime consultant
Budget: \$173,500
NCE Fee: \$173,500
Dates: May 2023 – Present

NCE is providing ROW asset data collection services on approximately **239 centerline miles** of the City's network. Asset types include sidewalks, traffic signs, curb ramps, pavement traffic markings, curb markings, and driveway aprons. The scope aligns precisely with the City of Seaside's requirements, focusing on collecting and analyzing relevant attributes to develop a comprehensive inventory that provides City staff with valuable knowledge regarding the number and location of different ROW assets.

NCE's methodology employs vehicle-mounted mobile devices to collect high-resolution street-level imagery and leverages cloud-based image processing applications. This imagery is then processed using a combination of primarily automated asset extraction workflows enhanced by strategic manual review of processed street-level images and aerial ortho-imagery. The extracted data is compiled into standalone GIS feature classes (ESRI File Geodatabase) and presented on a user-friendly GIS-based web dashboard.

As part of this project, NCE has collected the following assets:

- Traffic Signs: 16,602
- Curb Ramps: 4,525
- Corners with no Curb Ramps: 309
- Sidewalk: 326 miles
- Curb Marking: 357 miles
- Pavement marking: 256 miles
- Driveway Apron: 17,989
- Light Posts: 6,580
- Pavement True Area

NCE Staff: Vivek Jha (Project Manager), Shahram Misaghi (QA/QC Manager), Timin Punnackal (Project Engineer), Shaun Russo (GIS Analyst), Jordan Lin (Data Science Analyst), Joseph DeLeon (Field Technician), and Franc Escobedo (Field Technician).

Subconsultants: märker geospatial (Automated Survey), Transconomy (Asset Data Processing).

Pavement Survey and Pavement Management Program, City of Hawaiian Gardens, CA



Client: City of Hawaiian Gardens
Contact: Neema Ghanbari, PE
Telephone: (562) 420-2641 ext 206
Email: nghanbari@hgcity.org
NCE Role: Prime consultant
Budget: \$72,100
NCE Fee: \$72,100
Dates: March 2024 – March 2025

NCE provided engineering services to develop, implement, and prepare updates for a pavement management program for street improvements, while also conducting a comprehensive ROW asset inventory. The City manages its street network of approximately **18 centerline miles** of streets and alleys, and NCE's asset collection methodology exactly mirrors what's proposed for the City of Seaside.

The project utilized vehicle-mounted mobile devices for collecting street-level imagery, which was then processed using a sophisticated combination of AI-assisted asset extraction workflows supplemented with targeted human verification. The deliverables included a standalone GIS database with all collected assets and a web-based dashboard for easy visualization and data access.

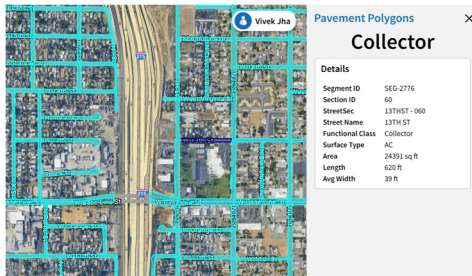
As part of this project, NCE collected data on:

- Traffic Signs
- Curb Ramps
- Corners with no Curb Ramps
- Sidewalk
- Curb & Gutter
- Pavement marking
- Driveway Apron
- Light Posts
- Tree, Tree Wells
- Utility Boxes
- Pavement True Area

NCE Staff: Vivek Jha (Project Manager), Shahram Misaghi (QA/QC Manager), Timin Punnackal (Project Engineer), Shaun Russo (GIS Analyst), Jordan Lin (Data Science Analyst), Luis Alberto Rocher (Staff Engineer), and Franc Escobedo (Field Technician).

Subconsultants: märker geospatial (Automated Survey), Transconomy (Asset Data Processing).

Pavement Management Program and Asset Inventory, City of San Bernardino, CA



Client: City of San Bernardino
Contact: Azzam Jabsheh, PE, TE
Telephone: (909) 384-7251
Email: Jabsheh_Az@sbcity.org

In 2024, the City of San Bernardino selected NCE to develop, implement, and prepare a Pavement Management Program and Asset Inventory for the City's **650-centerline miles** of streets. This large-scale project demonstrates NCE's capacity to handle significant asset collection assignments efficiently and accurately.

The project methodology follows NCE's proven asset collection approach, using vehicle-mounted mobile devices to collect street-level imagery, which is then processed through a combination of AI-assisted workflows and strategic human verification. The extracted information is being compiled into a comprehensive geodatabase and hosted on a GIS-based web dashboard for easy access by City staff.

As part of this ongoing project, NCE is collecting the following assets:

NCE Role: Prime consultant
Budget: \$820,3000
NCE Fee: \$820,300
Dates: August 2024 – Present

- Traffic Signs
- Curb Ramps
- Corners with no Curb Ramps
- Curb Marking
- Sidewalk
- Curb & Gutter
- Pavement marking
- Driveway Apron
- Light Posts
- Tree, Tree Wells
- Guard Rail/Traffic Barrier
- Utility Boxes
- Pavement True Area

NCE Staff: Vivek Jha (Project Manager), Shahram Misaghi (QA/QC Manager), Timin Punnackal (Project Engineer), Shaun Russo (GIS Analyst), Jordan Lin (Data Science Analyst), Luis Alberto Rocher (Staff Engineer), and Franc Escobedo (Field Technician).

Subconsultants: märker geospatial (Automated Survey), Transconomy (Asset Data Processing).

Pavement Management Program Update and Traffic Sign Inventory, City of Thousand Oaks, CA



Client: City of Thousand Oaks
Contact: Jorge Munoz, PE, CCM
Telephone: (805) 449-2434
Email: JMunoz@toaks.gov
NCE Role: Prime consultant
Budget: \$217,300
NCE Fee: \$217,300
Dates: July 2023 – Present

NCE is currently conducting a comprehensive Pavement Management Program Update and Traffic Sign Inventory for the City of Thousand Oaks' street network, consisting of **384-centerline miles**. The pavement evaluation is being performed in accordance with ASTM D6433 standards using automated surveys, while the traffic sign inventory employs cutting-edge AI-ML technology.

The sign inventory component of this project is particularly relevant to the City of Seaside's requirements. Using AI-ML algorithms, NCE has successfully extracted and cataloged over 25,000 traffic signs from collected imagery throughout the city. This inventory includes detailed attributes for each sign, including location, type, MUTCD code, condition, and mounting information.

To enhance the accuracy of the inventory, NCE is currently conducting night-time inspections of the signs identified via the AI-ML inventory. This additional verification step ensures optimal data quality and reliability for the City's asset management needs.

The project demonstrates NCE's capability to efficiently collect and process large volumes of ROW asset data using advanced technologies while maintaining high standards of accuracy through strategic human verification.

NCE Staff: Vivek Jha (Project Manager), Shahram Misaghi (GIS Administrator), Shaun Russo (GIS Analyst), Jordan Lin (Data Science Analyst), Luis Alberto Rocher (Staff Engineer), and Franc Escobedo (Field Technician).

Subconsultants: märker geospatial (Automated Survey), Transconomy (Asset Data Processing).

City of Seaside Experience

2018 to 2020 Pavement Management Program Update, City of Seaside, CA



Client: City of Seaside
Contact: Leslie Llantero, PE
Telephone: (831) 899-6832
Email: llantero@ci.seaside.ca.us
NCE Role: Prime consultant
Budget: \$59,600
NCE Fee: \$59,600
Dates: February 2018 – April 2020

Starting in 2017, NCE updated the City's StreetSaver® PMP. Due to new funding sources (Measure X and RMRA), new accountability measures were in place to assure the public that new revenues were being spent in the most cost-effective manner, and that performance measures were being instituted. One such measure was the PCI, which was reported periodically to elected officials and/or the public. Therefore, it was vital that the pavement condition data be accurate and that it be closely calibrated with the performance prediction models in StreetSaver®. NCE also assisted in recommending or implementing new paving technologies that would not just meet the PCI requirements, but also the City's sustainability and environmental goals. NCE's extensive working knowledge of StreetSaver® and the City's street network was of tremendous benefit to the City, and allowed NCE to execute on this project quickly and efficiently.

NCE Staff: Margot Yapp (Principal), Mei-Hui Lee (Project Manager), Rich LaValley (Senior Field Technician), Jim Bui (Project Engineer), Sharlan Dunn (Project Engineer).

Subconsultants: märker geospatial (Automated Survey)



F. Proposed Financial Details of Program

2.5.8 Cost Proposal

Per the RFP instructions, NCE has provided in a separate sealed envelope, our itemized cost proposal listing the scope and fee for each phase of the project.

Collaboration. Commitment. Confidence.

ncenet.com

EXHIBIT "B"

PAYMENT

I. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

II. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

Submitted by: NCE
Address: 2300 E. Katella Avenue, Suite 125, Anaheim, CA 92806

CITY OF Seaside
REQUEST FOR PROPOSAL
Asset Data Collection Services

Labor Hours										
Task Description	Project Manager	QA/QC Manager	Project Engineer	Staff Engineer	Senior Technician	Technical Assistant	Labor Expenses	Subconsultants	Reimbursable Expenses	Total Cost
Rate	\$225	\$250	\$170	\$140	\$100	\$100				
Phase 1:										
1. Sidewalk Inventory	1		1	8	16		\$ 3,115	\$ 2,365	\$ -	\$ 5,480
2. Sign Inventory	2		1	28	48		\$ 9,340	\$ 4,978	\$ -	\$ 14,318
3. Curb Ramp Inventory	0		1	8	16		\$ 2,890	\$ 1,650	\$ -	\$ 4,540
4. Pavement Marking & Striping Inventory	1		1	8	20		\$ 3,515	\$ 3,135	\$ -	\$ 6,650
5. Curb Marking Inventory	1		1	4	16		\$ 2,555	\$ 935	\$ -	\$ 3,490
6. Driveway Apron Inventory	0		1	4	12		\$ 1,930	\$ 1,650	\$ -	\$ 3,580
7. Data Collection QC and Asset Inventory Validation	5	4	2	3	16	8	\$ 5,285	\$ -	\$ -	\$ 5,285
Phase 2:										
8. GIS Deliverables and Technical Memorandum	1	1	5	6		2	\$ 2,365	\$ 1,650	\$ 2,600	\$ 6,615
Total	11	5	13	69	144	10	\$ 30,995	\$ 16,363	\$ 2,600	\$ 49,958
Optional Tasks										
9. Additional Street Right-of-Way (ROW) Asset Inventory	4	8	12	40	120	1	\$ 22,640	\$ 11,903	\$ 500	\$ 35,043
Total with OPTIONAL TASKS	15	13	25	109	264	11	\$ 53,635	\$ 28,266	\$ 3,100	\$ 85,001

Please note the above cost is based on 80 centerline miles.

Please note all the assets noted in Task 1-6 and 9 are assumed to be visible from public right of way while driving the City street network during data collection.

Tasks 1 through 6 does not include condition assessment

Task 8 includes data hosting on a web-based GIS Dashboard for 3 Years

Task 9 assumes asset inventory using AI-ML for the following Assets for the entire Street Network (80 centerline miles) - Light Post, Guardrail, Utility Box, Water Valves, Manholes, Tree, and Tree Well

Contact: Vivek Jha, PE
Principal Southern California Operations Manager
VJha@NCEnet.com
C: 909-362-7936

Collaboration. Commitment. Confidence. SM

EXHIBIT "C"

INSURANCE REQUIREMENTS

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

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

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

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

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

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;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
REQUEST FOR PROPOSAL

City of Seaside



REQUEST FOR PROPOSALS

Public Works Infrastructure Asset Data Collection Services

ISSUING OFFICE: City of Seaside
Public Works Department
440 Harcourt Avenue
Seaside, CA 93458

Table of Contents

<i>REQUEST FOR PROPOSALS</i>	<i>1</i>
<i>SECTION 1</i>	<i>2</i>
<i>INSTRUCTIONS AND CONDITIONS</i>	<i>2</i>
1.1 Project Description	3
1.2 Information	3
1.3 Important Notice	4
1.4 Definitions	4
1.5 Contracting Agency	5
1.6 Legal Responsibilities	5
1.7 Business Tax Certificate	5
1.8 Withdrawal of Proposals	5
1.9 Rejection of Proposals	5
1.10 Evaluation	6
1.11 Pricing Guidelines	7
1.12 Proprietary Information	7
1.13 Tentative Selection Schedule	7
<i>SECTION 2</i>	<i>8</i>
<i>OVERVIEW</i>	<i>8</i>
2.1 Introduction	9
2.2 Term of Contract	9
2.3 Scope of Work	9
2.4 Submittal Requirements	14
2.5 Competitive Selection	15
2.6 Selection and Evaluation Factors	16
2.7 Oral Presentation	16
2.8 Inquiries	16
2.9 Proposal Acceptance Period	16
2.10 Contract Incorporation	16
2.11 Negotiations	17
2.12 Proposal Format	17

SECTION 3	18
AGREEMENT	18
CITY OF SEASIDE	19
I. TERM	19
II. SERVICES	19
III. PERFORMANCE	19
IV. AGENCY MANAGEMENT	19
V. PAYMENT	20
VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE ..	20
VII. DEFAULT OF CONSULTANT	21
VIII. OWNERSHIP OF DOCUMENTS	21
IX. INDEMNIFICATION AND DEFENSE	22
B. Duty to defend	22
X. INSURANCE	22
XI. INDEPENDENT CONSULTANT	22
XII. LEGAL RESPONSIBILITIES	23
XIII. UNDUE INFLUENCE	23
XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES	23
XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST	24
XVI. NOTICES	25
XVII. ASSIGNMENT	25
XVIII. LICENSES	26
XIX. GOVERNING LAW	26
XX. ENTIRE AGREEMENT	26
XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL	26
XXII. AUTHORITY TO EXECUTE THIS AGREEMENT	26
EXHIBIT "C"	15
<i>Note: Verify minimum limit for each coverage with Risk Manager</i>	15
<i>Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.</i>	16
Other provisions or requirements	16
SECTION 4	<i>Error! Bookmark not defined.</i>
ATTACHMENTS	<i>Error! Bookmark not defined.</i>

PUBLIC NOTICE

REQUEST FOR PROPOSALS

Request for Proposals (RFPs) must be received by the Public Works Department, no later than 5:00 p.m., March 21st, 2025 via PlanetBids.

Public Works Infrastructure Asset Data Collection Services

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Seaside to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 6th day of February 2025 at Seaside, California.

By: Thomas Korman, P.E., P.L.S. Public Works Director/ City Engineer

City of Seaside, California

Publication Date: February 6, 2025

SECTION 1

INSTRUCTIONS AND CONDITIONS

1.1 Project Description

The City of Seaside is soliciting a Scope and Fee proposal for the right-of-way asset data collection. The scope of work will focus on the data collection of the assets, including relevant attributes. The request includes the following asset data collection services on approximately 80 centerline miles of the City's network:

- Road Right-of-Way (ROW) Street Level Imagery (required)
- Road Right-of-Way GIS Asset Inventory for the following asset types:
- Sidewalks (width, length – curb return to curb return)
- Traffic Signs (by type and Location)
- Curb Ramps (location)
- Pavement Traffic Markings (by type and location)
- Curb Markings (color and location)
- Driveway Aprons (length, width, location)

The scope does not include measurable condition assessment, code compliance, work type assessment, or asset management analysis.

1.2 Information

Submit an electronic copy on or before 5:00 p.m., Friday, March 21, 2025. Proposers are directed to mail one (1) copy the consultant's schedule of fees submitted in a separate sealed envelope, post marked prior to the submission deadline.

For hand delivery, or mail delivery, please use the following address:

*City of Seaside
Public Works Department – Engineering Division
440 Harcourt Avenue
Seaside, CA 93955*

Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Public Works Department, via email at pwinfo@ci.seaside.ca.us

Any revisions to the Request for Proposal will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Seaside will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued, the City will attempt to notify all prospective consultants. However, it will be the responsibility of each prospective consultant, prior to submitting its proposal, to determine if addenda were issued via PlanetBids, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Seaside, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Seaside when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subconsultant or vendor at any tier who shows that it has a substantial economic interest in a provision of the Request for Proposals (RFP), or of the interpretation of such a provision.
5. "Local" as used herein refers to the County of Monterey and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "Request for Proposal" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the project manager of the City of Seaside.

1.5 Contracting Agency

The City of Seaside will administer the contract resulting from this Request for Qualification.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Business Tax Certificate

Possession of a City of Seaside Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at its own expense, a valid and current City of Seaside Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Seaside.

1.8 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City of Seaside Project Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.9 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.10 Evaluation

Evaluation and selection of statement of qualifications will be based on the qualifications and evaluation criteria outlined in the RFP request. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Seaside reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Seaside reserves the right to reject any or all statement of qualifications, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for RFP proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. The proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when statement of qualifications are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the service of any consultant who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's submission, or at any point in the evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the proposal of any consultant who is in default on the payment of taxes, licenses, or other monies due the City of Seaside.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and

business associations and practices, employment histories, and reputation in the business community. By submitting a statement of qualifications to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.11 Pricing Guidelines

Proposers shall provide proposed fees and cost information as a part of this RFP. Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful consultant.

1.12 Proprietary Information

The proposals received shall become the property of the City of Seaside and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.13 Tentative Selection Schedule

Issuance of RFP	February 6, 2025
Question Submission deadline	5:00 p.m., February 28, 2025
Submission deadline	5:00 p.m., March 21, 2025
Council Award of contract	April 17, 2025 (tentative)

SECTION 2

OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Seaside, a municipal corporation, is currently seeking proposals from qualified consultants to perform asset data collection services on approximately 80 centerline miles of the City's network:

- Road Right-of-Way (ROW) Street Level Imagery (required)
- Road Right-of-Way GIS Asset Inventory for the following asset types:
 - Sidewalks (width, length – curb return to curb return)
 - Traffic Signs (by type and Location)
 - Curb Ramps (location)
 - Pavement Traffic Markings (by type and location)
 - Curb Markings (color and location)
 - Driveway Aprons (length, width, location)

The scope does not include measurable condition assessment, code compliance, work type assessment, or asset management analysis.

2.2 Term of Contract

The successful bidder will commence services in as soon as possible.

2.3 Scope of Work

Task 1: Sidewalk Inventory

Sidewalk data collection assumes that the sidewalk is in the public right-of-way and the line-of-sight to the data collection vehicle is unobscured (no gated, access-control, or restricted public areas). However, Consultant will review publicly available aerial ortho-imagery (e.g., Google Maps or Bing Maps) to estimate sidewalk width.

The sidewalk inventory does not distinguish driveways, driveway aprons, and curb and gutter. The City may opt to collect driveway apron inventory per Task 3.6. Sidewalk attributes to be collected do not include sidewalk distresses, ADA compliance, material type, etc. per the following table, sidewalk attributes will only include GIS location and sidewalk width. The following table lists asset attributes that are requested to be provided in the final project deliverable.

Road ROW Assets	Feature Class	GIS Attributes
Sidewalks	Polyline	GIS location (polyline centroid) [latitude/longitude], sidewalk width (estimated) [feet, no decimals], and comments ¹

Task 2: Sign Inventory

Assumes signs are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle's cameras (i.e., no significant vegetation or overgrowth, damaged, or defaced signs). On two lane roads the front facing camera will capture signs in the direction of travel, and the rear facing camera will capture the signs in the opposite direction. Therefore, only one pass will be required on these streets. Streets with more than two lanes may require additional passes depending on the number of lanes or division of lanes by median island.

The signs attributes to be collected do not include sheeting type, street offset, visibility, retroreflectivity, etc. Per the table below, only GIS location, street name, address, Sign ID , sign type, MUTCD code/description, Pole ID, signpost type, post/sign count, installation order, estimated sign width/height and mounting height, size estimation error disclaimer, sign text, facing direction, and physical condition of signs will be inventoried. A comment will be provided if a sign is leaning or possibly missing. If the sign does not have a matching MUTCD code (i.e., unclassified/unreadable) or standard description (e.g., bus stop), a comment will be provided to better describe the sign.

Road ROW Assets	Feature Class	GIS Attributes
Signs	Point	• GIS location [latitude/longitude] • Street name (nearest) • Address (nearest) • Sign ID (unique) • Sign type [Warning/Regulatory/ Guide/Street Name/ Miscellaneous] • MUTCD code • MUTCD description • Pole ID (unique) • Signpost (support) type • Post count (per Pole ID) • Sign count (per Pole ID) • Sign installation order (vertically per Pole ID) • Sign width (estimated) [inch, no decimals] • Sign height (estimated) [inch, no decimals] • Sign mounting height (estimated) [feet, no decimals] • Size estimation error (disclaimer for estimating sign width, height, and mounting height) • Sign text (if readable)

City of Seaside
Public Works Infrastructure Asset Data Collection Services

		• Sign facing direction [NB/SB/EB/WB] • Physical condition [Good/Fair/Poor] • comments¹
--	--	--

¹standardized comments from human review (if any) including sign orientation (e.g., leaning) or non-standard sign description.

Task 3: Curb Ramp Inventory

Assumes curb ramps are in the public right-of-way and the line-of-sight to the data collection vehicle is unobscured. Island passageways (with and without tile) may be included in the curb ramp inventory. The curb ramp attributes to be collected do not include ramp type, ramp condition, ADA compliance, surface grooving, placement direction, etc. Per the table below, the curb inventory will identify only GIS location and the presence of tiles (truncated domes). Consultant shall also note intersection corners that do not have curb ramps as part of the curb ramp GIS inventory.

Road ROW Assets	Feature Class	GIS Attributes
Curb Ramps	Point	GIS location [latitude/longitude], tile (truncated domes) [Yes/No], missing curb ramp [Yes/No], island passageway [Yes/No], and comments ¹

¹standardized comments from human review (if any) including sign orientation (e.g., leaning) or non-standard sign description.

Task 4: Pavement Marking & Striping Inventory

Pavement markings are assumed to be in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle. Most pavement markings will be extracted from street-level imagery of the front facing camera of the data collection vehicle. Pavement markings captured redundantly in the imagery of the rear facing camera will not be extracted (unless necessary on a case-by-case basis). Pavement marking attributes will include length of pavement striping, assume standard MUTCD striping widths (i.e., will not differentiate between 4" or 6" lane line widths), and assume standard MUTCD surface area of pavement markings (including crosswalks).

The City may request Consultant to categorize crosswalks into conventional, continental, or ladder type on a time and materials basis. Additionally, attributes will not include marking condition, temporary markings, glass bead retroreflectors, etc. When pavement markings overlap with other traffic control devices (e.g., speed humps), only the painted marking will be inventoried, there will be no attribute field discerning overlap with a device. Per the table below,

only GIS location, MUTCD code, and striping length of pavement markings will be inventoried. If the pavement marking does not have a matching MUTCD code, a comment will be provided to better describe the marking.

Road ROW Assets	Feature Class	GIS Attributes
Pavement Markings	Point	GIS location [latitude/longitude], MUTCD code, MUTCD description, and comments ¹
Pavement Striping	Polyline	GIS location (polyline centroid) [latitude/longitude], MUTCD code, MUTCD description, striping length [feet, no decimal], and comments ¹

¹standardized comments from human review (if any) including sign orientation (e.g., leaning) or non-standard sign description.

Task 5: Curb Marking Inventory

This task assumes curb markings will only be extracted if they are in public right-of-way and are unobscured from the line-of-sight of the data collection vehicle (i.e., no vehicles parked on the side of the road). If the City choose to collect this data, the only attributes which will be collected include a standardized type (e.g., 'No Parking'), marking color, and marking length as per the table below.

Road ROW Assets	Feature Class	GIS Attributes
Curb Markings	Polyline	GIS location [latitude/longitude], type, color, length [feet, no decimal], and comments ¹

¹standardized comments from human review (if any) including sign orientation (e.g., leaning) or non-standard sign description.

Task 6: Driveway Apron Inventory

Assumes driveway aprons are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle (i.e., no vehicles parked on the side of the road). Only the front edge of the driveway apron will be collected and, as per Table 2, the attributes to be collected are limited to apron width.

Road ROW Assets	Feature Class	GIS Attributes
Driveway Aprons	Polyline	GIS location [latitude/longitude], apron width [feet, no decimal], and comments ¹

¹standardized comments from human review (if any) including sign orientation (e.g., leaning) or non-standard sign description.

Task 7: Data Collection QC and Asset Inventory Validation

Quality control/quality assurance checks are critical when a large amount of data needs to be collected and processed. As part of Consultants goal to provide a superior quality product for our clients, we incorporate a QA/QC component into all of our projects. Consultants QA/QC Manager will be responsible for the following:

- Calibration of data collection equipment (e.g., camera angle)
- Review of field activities, including spot checks on the field crews
- Reviewing field procedures and making changes as needed
- Comparing field data collected with on-site conditions
- Review completeness of data collection

Attribute QC Approach

For signs, sidewalks, curb ramps, and pavement markings, a minimum of 5% of processed images per data collection zone from the automatic data extraction workflow will be manually reviewed and validated. If more than 5% of extracted assets per street have been misclassified, Consultant shall manually review the processed imagery for extracted assets along that street block for re-validation.

Task 8: GIS Deliverables and Technical Memorandum

A single GIS database will be compiled that contains all asset information extracted during Task 3 (multiple submittals are available on a time and materials basis). This includes a quality control review of the shapefile prior to submission to the City. GIS file will be an ESRI File Geodatabase compatible with the latest version of ESRI ArcGIS Pro.

The GIS file may require post-processing or packaging per the City's requirements. Consultant shall provide the City with a technical memorandum (via email) summarizing the data collection, QC process, and the GIS inventory deliverables. Consultant shall also provide recommendations for future asset data collection efforts or asset condition inspections.

Consultant shall provide the City will all processed images from the data collection via an electronic submission. Also included is one year of online data hosting using an interactive map viewer for visualization of asset locations and associated images and attribute data. The data hosting service will archive the data automatically after a year, the service can be subsequently retained for and additional annual cost.

General Instructions

2.4 Submittal Requirements

2.5.1 Cover Letter

Provide name and address of the firm and project contact person with address, telephone number and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirement of this RFP. In addition to the cover letter, provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm.

2.5.2 Project Team Experience and Qualifications

Provide resumes or a listing of information for each person in your firm participating in this project, and all key sub-consultant staff participating in this project. Designate key personnel for this project. State the educational background of each individual, years of experience, length of employment with your firm, project dollar amounts and size. State the relevant accreditations, certifications or licenses of key project personnel to be assigned to the project (i.e., California professional Architect/Engineer, CCCA, LEED AP, etc.)

The architect and/or engineering firm will be contractually obligated to not reassign key staff members to other projects without the City's prior written consent. City will have approval rights of any and all personnel assigned to the project.

2.5.3 Firm Experience/History

Describe your firms experience with buildings of similar scale and scope. Include three examples, with name, location, project description, completion date, budget and contact information/references. List any successful facility projects completed for the City of Seaside.

2.5.4 Project approach

Describe your understanding of the project and your approach to this specific project.

2.5.5 Philosophy

Description of the firms design and construction administration philosophy – describe your typical interactions with owners throughout the process.

2.5.6 Workload

Current workload of firm and specific personnel assigned to this project – include specific percentages of time each key team member will devote to this project

2.5.7 Preliminary Schedule

Provide an achievable preliminary schedule for Phases I & II of the project. Include reasonable lead times for City review, permit review and plan checking, and Downtown Development Permit process.

2.5.8 Cost Proposal (Sealed)

Provide your firms itemized cost proposal listing the scope and fee for each phase of the project as described in a separate sealed envelope.

2.5 Competitive Selection

The successful Contractor shall be selected by the City of Seaside on a rational basis.

Evaluation factors outlined in Paragraph 2.7 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

Please review Section 2.13 for a description of the proposal format.

2.6 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by City of Seaside. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

EVALUATION FACTOR	PERCENT
• Project team experience and qualifications	35%
• Project approach and firms understanding of project	35%
• Ability of firm to complete all phases of services	10%
• Experience with similar size and scope projects	10%
• Successful experience with Seaside, or similar agency	10%
• Firm with local office	5%

2.7 Oral Presentation

The City, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer (s). Proposers should be prepared to provide an oral presentation to City representatives in order to clarify their proposals if requested by the City.

2.8 Inquiries

Inquiries must be submitted via PlanetBids. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render the proposal non-responsive.

2.9 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

2.10 Contract Incorporation

Proposer should be aware that the City of Seaside's attached "agreement" shall become the actual contract document. The terms and conditions defined in Attachment 1 of this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award.

Any damages accruing to the City as a result of a proposer's failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the Contractor. The requirements of Request for Proposals Dated October 3, 2022, on file at the Department of Public Works – Engineering Division, 110 S. Pine Street, Ste. 221, Seaside, CA are hereby incorporated by reference.

2.11 Negotiations

The City of Seaside reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.12 Proposal Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

- A. Letter of transmittal
- B. Table of contents
- C. Project understanding
- D. Scope of work
- E. Relevant experience
- F. Proposed Financial Details of program

SECTION 3 AGREEMENT



CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
[INSERT PROJECT TITLE]

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF [insert date] between the City of Seaside ("AGENCY"), a municipal corporation and [insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on [insert date] are completed, but in no event later than [insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the

Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit 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 ~~[total amount of contract--\$\$\$]~~ for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing,

[project name]

compiling, transferring, and printing computer files.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control.

Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.

- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service,

- (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or
- (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:	City of Seaside 440 Harcourt Ave Seaside Ca, 93955
To CONSULTANT:	[name] [address] [city/state/zip code]

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. **[consultant name]** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(signature)

Name of Consultant

(name)
(City Manager)
(City of Seaside)

Attachments:
Exhibit A - Proposal
Exhibit B – Payment
Exhibit C - Insurance Requirements

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Civil Engineering and Surveying Professional Services dated _____ (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated [insert date] (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal;
- 3) the Consultant's proposal.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of **\$500,000 per contract and \$75,000 per assigned task.**

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

EXHIBIT “C”

INSURANCE REQUIREMENTS

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

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

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

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

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

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;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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.: 8.N.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Samantha Alcaraz, Human Resources Director/Risk Manager

DATE: April 17, 2025

SUBJECT: ADOPT A RESOLUTION OF THE ADMINISTRATIVE ANALYST II POSITION ASSIGNED TO THE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) TO BE RETURNED AND ADDED TO THE UNCLASSIFIED COMPENSATION PLAN AS THE PROGRAM COORDINATOR (ESCA) POSITION AND MODIFY THE POSITION ALLOCATION LIST TO REFLECT THE CHANGES

RECOMMENDATION

Approve the modification of the Position Allocation List and Compensation Plan to reflect the changes.

BACKGROUND

In June of 2020, the City of Seaside assumed responsibility for the Environmental Services Cooperative Agreement (ESCA) duties as well as the ESCA property Land Use Control (LUC) implementation from the Fort Ored Reuse Authority (FORA). On September 2, 2021, City Council approved the modified position allocation list to change the title of Program Coordinator (ESCA) to Administrative Analyst II.

After three years of supervising the program, the City Attorney and ESCA Director recommend the return of the original title and job description to accurately reflect the incumbent job requirements, knowledge, and skills. The position requires significant and substantial GIS support using the munition and explosives of concern data as well as parcel data and legal descriptions to support the ESCA project. The GIS skill has well served the ESCA program for budget analysis, cross-jurisdictional training, and implementation of Land Use Controls.

It is essential to reflect the responsibilities and requirements accurately in the job

description to successfully recruit for the position that is currently vacant.

FISCAL IMPACT

There is no fiscal impact since the Army reimburses for all the ESCA program costs.

ATTACHMENTS

1. City of Seaside - ESCA Project Coordinator Job Description
2. Resolution

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



City of Seaside Program Coordinator (ESCA)

CLASS CODE	I04	SALARY	\$108,097.60 Annually
ESTABLISHED DATE	September 19, 2019	REVISION DATE	April 17, 2025

Definition

Under the general supervision of the ESCA Director, the Environmental Services Cooperative Agreement (ESCA) Program Coordinator assists the ESCA Director with deed processing for ESCA properties, and organizes/maintains ESCA document repository and file archives. This position is responsible for coordinating, participating and providing support in community involvement and public outreach activities and ESCA-training including public events, tours, speaking engagements, public presentations and outreach. Assists with Geographic Information System mapping and field reconnaissance. Also performs other duties as may be assigned.

Supervision Received and Exercised

Receives direct and general supervision from the ESCA Director. Exercises no supervision of staff. May exercise technical and functional direction over and provide training to project consultants and other ESCA property owners and ESCA property managers.

Essential Functions:

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Serve as liaison to government agencies, community organizations, public, and contractors.
- Research regulatory compliance issues relating to U.S. Army, U.S. Environmental Protection Agency, and California Department of Toxic Substances Control.
- Organize and manage electronic and hard copy files and archives.
- Process applications, invoices, and bids.
- Prepare, coordinate, and record information relating to ESCA related meetings.
- Collaborate with internal and external stakeholders regarding public outreach.
- Photograph ESCA Remediation Program events.
- Assist with the compilation of monthly ESCA AOC reports and quarterly ESCA Grant reports.
- Provide property transfer documentation support such as filing and recording documents.

- Document preparation and quality control for ESCA documents.
- Coordinate and support ESCA-related travel activities.
- Use public outreach activities and training sessions to expand public awareness and community involvement.
- Prepare materials for public outreach activities.
- Use Army cleanup data and data from the Monterey County Assessor's Office.
- Provide updates and photographic documentation on a regular basis Coordinate Access and Public Record Request responses with the ESCA Director and appropriate City staff and ESCA property owners and ESCA property managers.
- May be required to attend evening meetings and weekend events.
- Represent City at organizational meetings, such as Board meetings, Administrative Committee, and other public events such as Seaside Earth Day, CSUMB Earth Day and/or public activities as assigned.
- Serve as backup administrative support to the organization as needed.
- Interpret and apply complex rules and regulations including: California Environmental Quality Act (CEQA); Department of Defense Explosives Safety Board (DDESB); California Ralph M. Brown Act; Local Jurisdictional Ordinances; FORA Reuse Plan mandated requirements; Contracts and Sub-Contracts; Memorandum of Understanding (MOU) and Memorandum of Agreement (MOA); Resolutions; Administrative Order on Consent (AOC) between Environmental Protection Agency (EPA) and FORA; Comprehensive Environmental Response, Compensation, and Liability Cleanup (CERCLA or Superfund).
- Uses Geographic Information System maps and data packages using ESCA-specific land use controls and data and Monterey County Assessor's parcel data.
- Performs other duties as assigned.

Knowledge, Skills, and Abilities:

- Geographic Information Systems for mapping, data collection, and fieldwork.
- Project scheduling and management.
- Proficient knowledge of Microsoft Word, Excel, and PowerPoint.
- Ability to find and use Army Cleanup data and Monterey County Assessor's Office parcel data.
- Basic website management and design.
- Applicable Federal, State, and local laws, codes, and regulations.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, financial programs, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Apply a broad understanding of ESCA.
- Work independently and solve complex problems using judgment and discretion.
- Conduct basic research using a variety of media (i.e.: Internet, scholarly databases).
- Prepare concise and comprehensive planning reports.
- Identify new services and processes for improvement.
- Work on multiple tasks often under pressure and with frequent interruptions.
- Interpret, apply, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment, telephone techniques and etiquette, and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Create maps and data packages using ESCA-specific data, Army cleanup and parcel transfer data, and Monterey County Assessor's Parcel data.

Education and Experience:

Graduation from an accredited four-year college or university with major coursework in Community Studies, Social Sciences, Public Policy or Urban Planning and a minimum of 2 years' experience working in public agency office environment.

- Bilingual English/Spanish highly desirable.
- Familiarity with Army operations, cleanup, and land transfer are highly desirable.

License and Certificates:

- Possession of or ability to obtain, a valid California Driver's License by time of appointment.
- Possession of or ability to obtain a Geographic Information System Certificate within one year of appointment.
- Possession of or ability to obtain a 24-hour Hazardous Waste Operations "HAZWOPER" certificate within 6 months of appointment.

Supplemental Information:**Other Requirements**

Must be willing to work outdoors in a variety of climatic and topographic conditions. Must be able to travel to various locations to meet the program needs and to fulfill the job responsibilities

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, as well as to work in the field to inspect sites; to operate a motor vehicle and to visit various work and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is partially a sedentary office, partially a field classification, and standing in and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REACTIVATE THE CLASSIFICATION OF PROGRAM COORDINATOR (ESCA) AND ADD TO THE UNCLASSIFIED COMPENSATION PLAN AND MODIFY THE POSITION ALLOCATION LIST TO REFLECT THE CHANGES

WHEREAS, the full-time Classification Plan may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in June of 2020, the City assumed responsibility for the Environmental Services Cooperative Agreement (ESCA) duties and Land Use Control (LUC) implementation from the Fort Ord Reuse Authority (FORA); and

WHEREAS, in September of 2021, City Council approved a modification to the Position Allocation List, changing the Program Coordinator (ESCA) title to Administrative Analyst II; and

WHEREAS, after three years of supervision, the City Attorney and ESCA Director recommend restoring the original title and job description to better reflect the incumbent's skills and responsibilities; and

WHEREAS, accurately reflecting the responsibilities and requirements in the job description is crucial to successfully recruiting for the current vacant position; and

WHEREAS, there is a need to reactivate the classification of Program Coordinator (ESCA) position and modify the position allocation list to reflect the changes; and

WHEREAS, the Program Coordinator (ESCA) will continue to be assigned to the ESCA Director and the title change will have no fiscal impact since the Army reimburses ESCA program cost; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary because of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approve to modify the Position Allocation List and Unclassified Compensation Plan to reflect the changes of the title change.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of April 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Jessica Riley, Finance Director

DATE: April 17, 2025

**SUBJECT: ADOPT A RESOLUTION TO CORRECT THE ANNUAL
APPROPRIATION LIMIT FOR FISCAL YEAR 2024-2025**

RECOMMENDATION

Approve the re-adopting the City's appropriation limit (commonly referred to as the Gann Limit) for Fiscal Year 2024-2025 in the corrected amount of \$44,618,271.

BACKGROUND

In accordance with Article XIII-B of the California Constitution and California Government Code Section 7900 et seq., local governments are required to adopt an annual appropriation limit. The purpose of the Gann Limit is to control government spending by limiting the amount of revenue that can be appropriated each fiscal year from the proceeds of taxes.

The appropriation limit is adjusted annually based on specific price and population factors provided by the California Department of Finance.

On June 20, 2024, the City Council adopted an appropriation limit for Fiscal Year 2024-2025 in the amount of \$44,691,473. This figure was based on a calculation that inadvertently used an incorrect price factor, exceeding the limit authorized under California Revenue and Taxation Code Section 2227.

Upon further review, staff identified the error and recalculated the appropriation limit using the correct price factor. The revised and accurate appropriation limit for Fiscal

Year 2024-2025 is \$44,618,271, a reduction of \$73,201 from the previously adopted amount.

Although the revised appropriation limit remains \$3,447,479 higher than the City's actual appropriations subject to the limit, this correction is necessary to ensure full compliance with state law.

FISCAL IMPACT

There is no fiscal impact to the City as a result of re-adopting the corrected appropriation limit. This action ensures the City remains compliant with state-mandated requirements and accurately reflects the statutory limit for Fiscal Year 2024-2025.

ATTACHMENTS

1. Resolution Re-adopting GANN Limit 4-17-25
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****RE-ADOPTING THE ANNUAL APPROPRIATIONS LIMIT OF THE CITY OF SEASIDE
FOR THE FISCAL YEAR 2024-2025**

WHEREAS, on June 20, 2024 the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside adopted the Annual Appropriations Limit of Forty-four million, six hundred ninety-one thousand, four hundred seventy-three dollars (\$44,691,473); and

WHEREAS, the City Council of the City of Seaside adopted an appropriation limit for the fiscal year 2024-2025 based on a price factor that was inadvertently set higher than what is authorized by California Revenue and Taxation Code Section 2227; and

WHEREAS, upon review, it was determined that the correct price factor, as prescribed by California law, should have been applied to calculate the appropriation limit for the fiscal year 2024-2025; and

WHEREAS, the recalculation of the appropriation limit, using the correct price factor, results in a revised appropriation limit of Forty-four million, six hundred eighteen thousand, two hundred seventy-one dollars (\$44,618,271) for fiscal year 2024-2025, which is \$73,201 lower than the originally adopted limit; and

WHEREAS, the City Council and the Agency Board is required to adopt a balanced budget in which total appropriations do not exceed estimated revenues and/or other available funds; and

WHEREAS, the revised appropriation limit of \$44,618,271 exceeds the City's appropriations by \$3,447,479; and

WHEREAS, the City Council is required to re-adopt the corrected appropriation limit for the fiscal year 2024-2025 to comply with applicable laws and regulations.

NOW, THEREFORE BE IT RESOLVED, that the City Council and the Agency Board of the City of Seaside adopts the following:

The corrected appropriations limit for the Fiscal Year 2024-2025, in accordance with Article XIII B of the California State Constitution, calculated as follows:

2024-2025 Appropriations Limit Adjustment Factors:	
Increase in Per Capita Personal Income Factor	1.0362
Population Change Factor (City Factor)	<u>1.0004</u>
Combined Factor	<u>1.03661448</u>

2024-2025 Appropriations Limit	\$ 44,618,271
2024-2025 Appropriations Subject to the Limit	<u>\$ 41,170,792</u>
2024-2025 Limit in Excess of Appropriations	<u>\$ 3,447,47</u>

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside duly held on the 17th day of April, 2025 by the following vote:

AYES:	0	COUNCILMEMBERS:
NOES:	0	COUNCILMEMBERS: None
ABSENT:	0	COUNCILMEMBERS: None
ABSTAIN:	0	COUNCILMEMBERS: None

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.P.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Patrick Grogan, Associate Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: April 17, 2025

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATIONS FOR RED CURB REQUESTS**

RECOMMENDATION

The Traffic Advisory Committee (TAC) recommends:

- 1) approval of red curb on both sides of the driveway approach at 1238 Wanda Avenue;
- 2) approval of red curb immediately east of the driveway approach at 1538 Hilby Avenue;

BACKGROUND

The Traffic Advisory Committee (TAC) reviewed and provided recommendations regarding several applications at the March 18, 2025 regular meeting. A summary of the two (2) items relating to red curb requests are presented below.

Item 1

The resident at 1238 Wanda Ave is requesting red curb to be painted on both sides of their driveway approach. The TAC application is dated January 10, 2025 (attachment 1).

Wanda Avenue is classified as a residential street, with a posted speed limit of 25 miles per hour (mph) and one lane of traffic in each direction. Wanda Avenue is approximately 35 ft. wide, measured from face of curb to face of curb with parallel parking on both sides of the street. Sidewalks measuring approximately 5 feet wide are present on both sides of the street. Single-family residences are located along both sides of this block of Wanda Avenue. The applicant's driveway is 13.75 feet wide at the

curb. The distance to the next driveway approach to the east is approximately 7 feet, which is not sufficient space for one parking spot. The distance to the next driveway to the west is approximately 12.5 feet, which is also not sufficient for one parking space. A standard parallel parking space is 20 feet long.

Staff consider multiple factors when evaluating red curb for driveways, including visibility from the driveway, maneuverability into and out of the driveway, width of the driveway, and the length of the adjacent curb for parking spaces. Placing red curb immediately adjacent to this driveway approach would assist with the applicant's ability to maneuver in and out of the driveway, as well as deter vehicles parking into his driveway, without removing any legitimate parking spots.

TAC recommended approving the installation of 7' of red curb on the east side of the approach and 12.5' of red curb on the west side of the approach at 1238 Wanda Avenue.

Item 2

The property owner at 1538 Hilby Ave is requesting red curb to be painted directly to the east of the driveway approach for 1538, 1538A, and 1540 Hilby Avenue. The TAC application is dated February 15, 2025 (attachment 2).

Hilby Avenue is classified as a collector street, with multiple residences fronting the street, resulting in a high volume of vehicles parking on the street. Sidewalks measuring approximately 4 feet wide are present on this side of the street. Hilby Avenue is approximately 40 feet wide, with a speed limit of 30 mph, one lane of travel in each direction, and parallel parking on both sides of the street. There is approximately 48.5 feet between the applicant's driveway approach, and the nearest adjacent driveway approach to the east. This is sufficient room for 2 full parallel parking spaces, being 20 feet in length. When two parallel parking spaces abut each other, with room to navigate onto and out of the spaces on one end of each space, the length of the parking space may be reduced to 18 feet without effecting the ingress or egress of the spaces. Placing up to 12 feet of red curb immediately east of the driveway approach for 1538 Hilby Ave would allow room for vehicles to navigate into and out of the first parking space from the rear, and the second parking space from the front of the space.

This request was previously heard by the TAC at the August 2, 2022 and September 27, 2022 meetings, and the City Council on October 20, 2022. TAC previously recommended the approval of the applicant's request. City Council denied the request. Applicant's are eligible to resubmit a TAC request 1 year after denial of the previous request.

TAC recommended approving the installation of 12' of red curb to the east of the driveway approach at 1538 Hilby Avenue.

FISCAL IMPACT

The fiscal impact of the following items are as follows:

1. There is no fiscal impact associated with Item 1 - Approve installation of red curb at 1238 Wanda Avenue. The cost of installing red curb is paid by the applicant, and is \$522 per 20 linear feet.
2. There is no fiscal impact associated with Item 1 - Approve installation of red curb at 1538 Hilby Avenue. The cost of installing red curb is paid by the applicant, and is \$522 per 20 linear feet.

ATTACHMENTS

1. Item 1 - 1238 Wanda Red Curb
 2. Item 2 - 1538 Hilby Red Curb
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: EDWIN BAPTISTA Date: JAN. 10, 2025

Address: 1238 Wanda Ave. Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.) red?
NOT PARKING SPACE
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☐ Other _____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS 1238 Wanda Ave.

Request: to print curb red no parking or?
suggestions -- IN FRONT OF MY HOUSE VEHICLES
PARK IN A SMALL SPACE. I CANNOT SEE TO BACK
UP OR DRIVE INTO MY DRIVEWAY. THE VEHICLES PARK
TO CLOSE "NO ROOM" I ALMOST HIT A CAR & BIKE
"CARS PARK TO CLOSE TO DRIVEWAY TO MAKE TURN
IN DRIVEWAY" INTO OR OUT "I CAN NOT SEE"
WHAT IS COMING.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

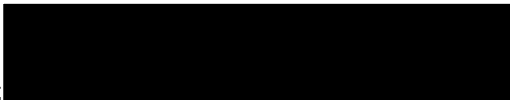
Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Edwin BAPTISTA understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.


Applicant Signature

1-10-25
Date



Proposed locations of red curb on Wanda Avenue.



Proposed red curb location



Applicant's driveway



Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Juhan Jwaidah / Kristina Bustoz Date: 2/15/25
Address: 1538-1540-1538 A Hilby Ave Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☐ Other Red Curb to Easterly Side of Driveway

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: Paint Curb Red on East Side of Driveway to

Allow Safe placement of 9 Trash Cans Required Garbage Service
1538-40 Hilby is a "Flag" lot of 3 Residences with a

limited area for trash cans on Hilby. this results in either Safety issues
of pedestrians walking into the street because Greenwaste placing Cans
either in the Driveway or on the Sidewalk Blocking E-bikes, also
not picking up the trash cans because cars park up against the Cans
this is Resulting in us paying for Greenwaste to come back out at
an additional fee, there is 45+ feet of Curb in Between Driveways
Enough for 2 cars to Comfortably park with additional room for a
Red curb to Allow Safe placement and timely pickup of trash Containers
this area of Hilby has plenty of street parking every day and there
will be little to zero impact on parking Here and be Safer to all

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Johan Twigg understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

2/15/25
Date



Proposed location of 12 feet of red curb on Hilby Avenue.



Proposed red curb location



Applicant's driveway



Picture provided by applicant of trash cans blocking driveway.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.Q.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Patrick Grogan, Associate Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: April 17, 2025

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATIONS FOR A SECOND DRIVEWAY
REQUEST AND A GREEN CURB**

RECOMMENDATION

The Traffic Advisory Committee (TAC) recommends:

- 1) denial of a request for a second driveway approach at 1496 Judson Street;
- 2) approval of green curb immediately north of the driveway approach at 1679 Soto Street;

BACKGROUND

The Traffic Advisory Committee (TAC) reviewed and provided recommendations regarding several applications at the March 18, 2025 regular meeting. A summary of the two (2) recommendations which were denied or altered by the TAC are presented below.

Item 1

The property owner of 1496 Judson Street is requesting the addition of a second driveway approach, to allow for additional onsite parking. The TAC application is dated January 3, 2025 (attachment 1).

Judson Street is a one-way residential street, with one lane of travel in the south bound direction, and parallel parking on the west side of the street. The applicant's property is located on the east side of the street. This block is populated with single family homes. Judson St is approximately 21 feet wide, from face of curb to face of curb, and has a speed limit of 25 mph. 5 foot Sidewalks are present on both sides of the street. 1496

Judson Street is a single parcel with one residence and attached garage. The property has approximately 123 feet of street frontage. The property has one existing driveway approach on Elm Avenue.

The City of Seaside's Municipal (SMC) code Section 17.34.120 Driveways and Site Access, outlines the requirements for driveways of Single Family Dwellings as follows:

A. Number of driveways. The number and placement of driveways shall be limited as follows; provided, that second driveways or additional curb cuts may be approved by the Traffic Advisory Committee:

1. Single dwellings and duplexes. A single dwelling or duplex shall be allowed one driveway, except that:

a. A circular driveway may be allowed on a parcel with 70 feet or more of street frontage;

and

b. A parcel within the RS-8 or RS-12 zones with a frontage of 200 feet or more may have two separate driveways; provided, that they are separated by a minimum of 100 feet, or lesser distance as approved by the City Engineer based on considerations of site topography and traffic safety.

B. Distance from Street Corners. Each driveway shall be separated from the nearest street intersection as follows, except where the City Engineer allows a lesser separation.

1. A minimum of 150 feet from the nearest intersection, as measured from the centerline of the driveway to the centerline of the nearest travel lane of the intersecting street: and

2. For parcels with frontages less than 150 feet, the minimum distance shall be 100 feet.

Per the above stated code sections, 1496 Judson Avenue is not eligible for a second driveway, as its frontage is only 123 feet of the required 200 feet, and the proposed driveway would be approximately 85 feet from the intersection, as measured by the method specified in the municipal code.

TAC recommended denying the resident's application for an additional driveway approach off of Judson Street, as the property does not meet the minimum requirements as stated in SMC Section 17.34.120.

If the applicant were approved for a second driveway approach, and installed a driveway, the driveway would need to be constructed of a permeable material, approved by the City Engineer, per SMC 17.34.120.G Surfacing, and 17.12.050 hardscape lot coverage requirements.

Item 2

The resident at 1679 Soto is requesting the installation of blue curb to the north of their

driveway approach. The TAC application is dated February 24, 2025 (attachment 2).

Soto St is a one-way residential street, with a posted speed limit of 25 miles per hour (mph), one lane of traffic in the south-bound direction, and with parallel parking on both sides of the street. The street is approximately 25 feet wide, from face of curb to face of curb. Sidewalks measuring approximately 3 feet wide are present on this block. Single-family residences are present on this block. Staff conducted a site visit at 1679 Soto St, during which it was noted that there were several cars parked on the street, with little parking available. The lot has approximately 50 feet of street frontage. There is a driveway from Judson St, which is 15 feet wide at the curb. The resident stated that she depends on ride share, hired transportation, and friends for transportation, and that they must park their cars in the lane of travel for loading, because parking spots are rarely available near her residence.

Per SMC 10.32.240 A.5, Curb markings to indicate no stopping and parking regulations. "Blue indicates parking limited exclusively to the vehicles of physical handicapped persons."

Public Right of Way Accessibility Guidelines (PROWAG) section R310.2 outlines the requirements for American with Disabilities Act (ADA) compliant parallel parking spots. This regulation is summarized as follows:

R310.2.1 Dimensions

Parallel on-street parking spaces shall be at least 24 feet (7.3 m) long minimum and 13 feet (4.0 m), and shall not encroach on the traveled way, except where spaces are altered but the adjacent pedestrian circulation path is not. Any accessible parallel on-street parking spaces provided may have the same dimensions as the adjacent parallel spaces if they are provided nearest a compliant crossing with a curb ramp or blended transition. The right of way should not be less than 9 feet in width.

R310.2.2 Pedestrian Access Route Connection

Each parallel on-street parking spaces shall connect to pedestrian access routes. Where compliant curb ramps and blended transitions are used, they shall not reduce the required width or length of the parking spaces and shall be located at either end of the parking space.

In order to conform with the above regulations, curb and sidewalk alterations (attachment 4) would be required in order to place the ADA parking space in front of 1679 Soto Street. The current width from the centerline of the right of way to the back of the sidewalk is approximately 15.5 feet. A minimum width of 20.5 feet, from centerline to the back of the sidewalk, is required to install the appropriate curb and sidewalk alterations. Alternatively, if the available right of way does not meet the

requirements, a section of blue curb may be painted to designate an ADA-compliant parking spot adjacent to a corner curb ramp, or midblock crossing with a curb ramp. There are no compliant curb ramps in the vicinity of the applicant's residence. If a curb ramp were to be installed, the closest suitable location would be the south-west corner of Mingo Ave and Soto St, approximately 200 feet from the applicant's residence.

Due to the lack of compliant curb ramps, and the lack of street right-of-way width, staff evaluated the following alternative solution to the applicant's request.

Alternative: Paint 20 feet of green curb immediately north of the applicant's existing driveway approach. California Vehicle Code section 22511.5 allows a person displaying a disabled placard or license plate to park for an unlimited amount of time in time-restricted parking spaces. The general public would still be allowed to park in the space within the 20 minute time restriction.

TAC recommends placing green curb in front of 1679 Soto St.

FISCAL IMPACT

The fiscal impact of the following items are as follows:

1. There is no fiscal impact associated with Item 1 - Consider additional driveway approach at 1496 Judson Street. The cost of construction would be paid for by the applicant.
2. There is no fiscal impact associated with Item 2 - Consider the installation of blue curb in front of 1679 Soto Street. The cost of installing colored curb and any required sidewalk modifications is paid by the applicant.

ATTACHMENTS

1. Item 1 - 1496 Judson Second Driveway
2. Item 2 - 1679 Soto Colored Curb

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: SUNJEEV PAMMALAD Date: 1/3/2025

Address: 1496 JUDSON ST, SEASIDE, CA 93955 Phone: [REDACTED]

Type of Request (check all that apply):

☒ Parking Designations ☐ Crosswalk ☐ Curb Markings (White, Yellow, etc.)

☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping

☒ Other ADD ANOTHER DRIVEWAY ON JUDSON ST.

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I WOULD like to add ANOTHER DRIVEWAY
ON JUDSON STREET DUE TO PARKING ISSUES.
I LIVED at 1496 JUDSON SINCE 1996. I have
seen more than 10 people living in the house
Beside my house. People and kids living
in the garage. They have 7 cars. I never
had this problem. But now its a major
Problem. More than 10 people with small kids
at 1484 JUDSON ST.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

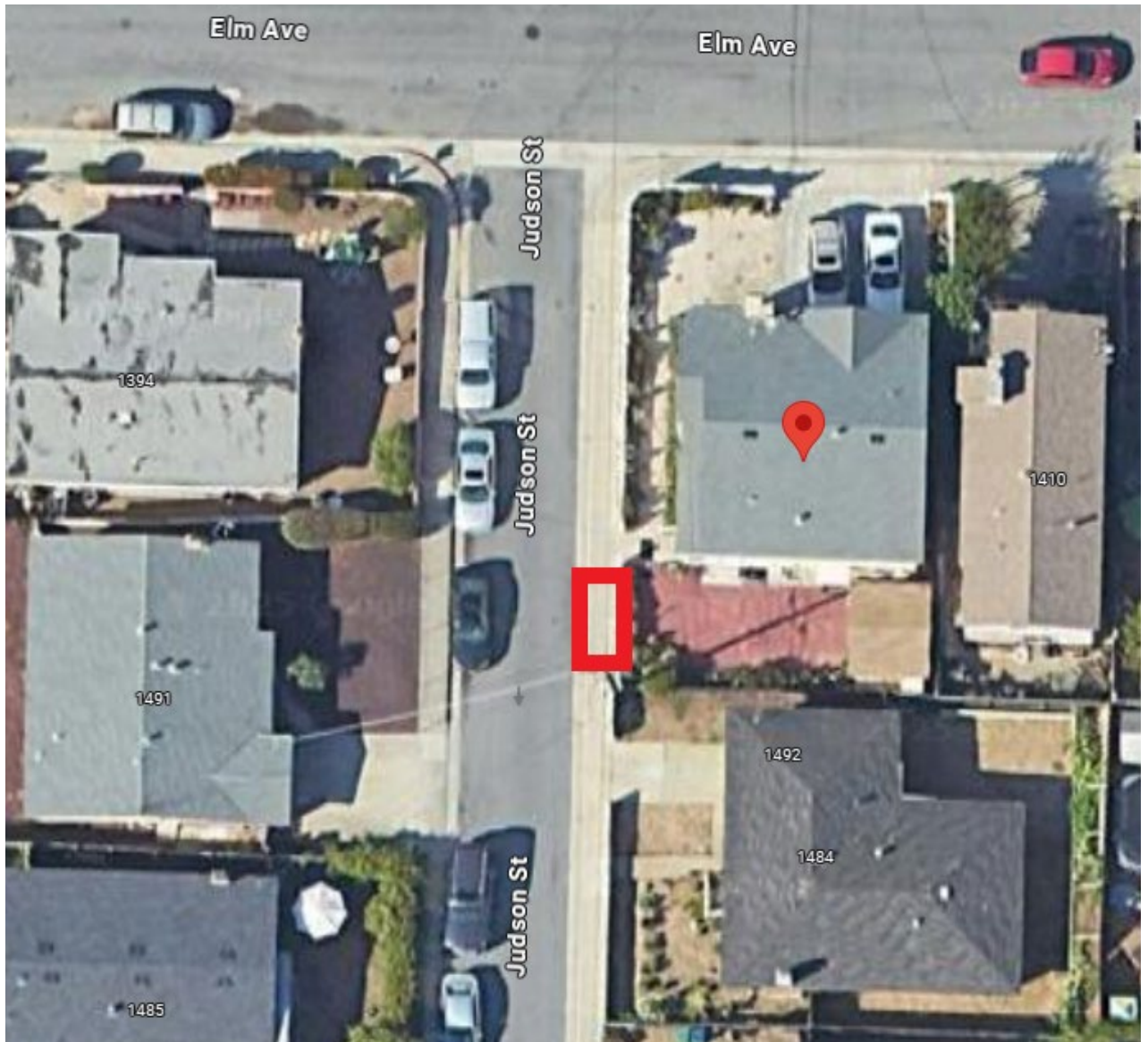
PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, SUNJEEV PAITALAP understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

A _____

Date 1/3/2025



Addition of a second approach on Judson Street. Proposed location indicated with red box.



Proposed second approach.



Primary approach, to remain.



Area of proposed driveway approach.



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Theresa Norman Date: 2-24-2025

Address: 1679504051 Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☐ Other _____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: Handicap space in front of
home

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Theresa Norman understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department. I will be charged the corresponding fee.


Applicant Signature

2-24-2020
Date

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

DATE : 2/24/2025 8:32 AM
OPER : RM
TKBY : ND
TERM : 30
REC# : R00057255

100.3665 TRAFFIC ADVISORY COM 25.00
THERESA NORMAN 1679 SOTO ST (HANDICAP
SP

Paid By: THERESA NORMAN
CC 25.00

APPLIED	25.00
TENDERED	25.00
CHANGE	0.00

Cardmember acknowledges receipt of goods
and/or services in the amount of the
total shown hereon and agrees to perform
the obligations set forth by the
cardmember's agreement with the user.

2/24/25

XXXXXXXXXXXX1265
Entry Mode: CHIP READ
CVM:

EMV Details:
AC: C22BD6973B04EA47
ATC: 0120
AID: A0000000031010
TVR: 8080008000
TSI: 6800



Requested location of blue curb.



Proposed blue curb location.



Front of property.



Example of lane width and parking availability, taken at approximately 2pm.



Example of recessed ADA compliant parking space being constructed on Lincoln St.



Example of recessed ADA compliant parking space being constructed on Lincoln St.

Transit shelters shall comply with R309.2.

R309.2.1 Connection to Boarding and Alighting Areas

Transit shelters shall be connected by *pedestrian access routes* complying with R302 to boarding and alighting areas complying with R309.1.1 or *boarding platforms* complying with R309.1.2.

R309.2.2 Clear Space

Transit shelters shall provide a minimum clear space complying with R404 entirely within the shelter. Where seating is provided within *transit shelters*, the clear space shall be located either at one end of a seat or so as to not overlap the area within 18 inches (455 mm) from the front edge of the seat.

R309.2.3 Environmental Controls

Where provided, environmental controls within *transit shelters* shall be proximity-actuated.

R309.2.4 Protruding Objects

Protruding objects within *transit shelters* shall comply with R402.

R310 On-Street Parking Spaces

R310.1 General

On-street parking spaces shall comply with R310.

R310.2 Parallel On-Street Parking Spaces

Parallel on-street parking spaces shall comply with R310.2.

R310.2.1 Dimensions

Parallel on-street parking spaces shall be 24 feet (7.3 m) long minimum and 13 feet (4.0 m) wide minimum. Parallel on-street parking spaces shall not encroach on the *traveled way*.

EXCEPTIONS: 1. Where parallel on-street parking spaces are *altered* but the adjacent *pedestrian circulation path* is not, any *accessible* parallel on-street parking spaces provided may have the same dimensions as the adjacent parallel on-street parking spaces if they are provided nearest the *crosswalk* at the end of the block face or nearest a midblock *crosswalk*, and a *curb ramp* or *blended transition* is provided serving the *crosswalk*.

2. In *alterations*, where providing parallel on-street parking spaces with the dimensions specified in R310.2.1 would result in an available right-of-way width less than or equal to 9 feet (2.7 m), measured from the *curb line* to the right-of-way line, the *accessible* parallel on-street parking spaces may have the same dimensions as the adjacent parallel on-street parking spaces if they are provided nearest the *crosswalk* at the end of the block face or nearest a midblock *crosswalk*, and a *curb ramp* or *blended transition* is provided serving the *crosswalk*.

R310.2.2 Pedestrian Access Route Connection

Parallel on-street parking spaces shall connect to *pedestrian access routes*. Where *curb ramps* and *blended transitions* are used, they shall not reduce the required width or length of the parking spaces and shall be located at either end of the parking space. Where two or more *accessible* parallel on-street parking spaces complying with the dimensions specified in R310.2.1 are contiguous on a block face, each *accessible* parallel on-street parking space shall have an independent connection to the *pedestrian access route*. *Curb ramps* and *blended transitions* shall be provided in accordance with R203.6.1.3 and shall comply with R304. *Detectable warning surfaces* are not required on *curb ramps* and *blended transitions* used exclusively to connect *accessible* on-street parallel parking spaces to *pedestrian access routes*.

EXCEPTION: In *alterations*, where parallel on-street parking spaces are provided in accordance with Exception 1 or 2 to R310.2.1, the parallel on-street parking space shall be connected to the *curb ramp* or *blended transition* serving the *crosswalk* by a *pedestrian circulation path* complying with R302.6, except that changes in level are not permitted.

R310.2.3 Surfaces

Surfaces of parking spaces shall comply with R302.6, except that changes in level are not permitted.

R310.2.4 Clearance Adjacent to Parking Spaces

The center 50 percent of the length of the *sidewalk*, or other surface, adjacent to an *accessible* parallel parking space shall be free of obstructions, including parking identification signs, parking pay meters, and parking pay stations, and shall comply with R302.6.

R310.2.5 Identification

Parallel on-street parking spaces shall be identified by signs displaying the International Symbol of Accessibility complying with R411. Signs shall be 60 inches (1525 mm) minimum above the ground surface measured to the bottom of the sign.

R310.3 Perpendicular Parking Spaces

Perpendicular parking spaces shall comply with R310.3.

R310.3.1 Access Aisles

Perpendicular on-street parking spaces shall have adjacent access aisles 96 inches (2440 mm) wide minimum extending the full length of the parking space. One access aisle shall be permitted to serve two parking spaces where front and rear entry parking are both permitted. Where an access aisle serves only one parking space and parking is restricted to either front entry or rear entry orientation, the access aisle shall be located on the passenger side of the vehicle.

R310.4 Angled Parking Spaces

Accessible angled parking spaces shall comply with R310.4.

R310.4.1 Width

The width of an angled parking space shall be 132 inches (3350 mm).

R310.4.2 Access Aisles

Each angled on-street parking space shall have an adjacent access aisle 60 inches (1525 mm) wide minimum extending the full length of the parking space on the passenger side.

R310.5 Common Requirements for Perpendicular and Angled Parking Spaces

Perpendicular and angled parking spaces shall comply with R310.5

R310.5.1 Access Aisle Markings

The access aisle surface shall be marked to discourage parking in the access aisle.

R310.5.2 Access Aisle Location

Access aisles shall be located at the same level as the parking space they serve and shall not encroach on the *traveled way*.

R310.5.3 Pedestrian Access Route Connection

Access aisles shall connect to *pedestrian access routes*. Where *curb ramps* and *blended transitions* are used, they shall not reduce the required width or length of access aisles and parking spaces. *Curb ramps* and *blended transitions* shall be provided in accordance with R203.6.1.4 and shall comply with R304. A *detectable warning surface* is not required on a *curb ramp* or *blended transition* used exclusively to connect on-street parking access aisles to *pedestrian access routes*.

EXCEPTION: In *alterations*, the access aisle may connect to an existing *pedestrian circulation path* in accordance with R202.2.

R310.5.4 Surfaces

Surfaces of parking spaces and access aisles serving them shall comply with R302.6, except that changes in level are not permitted.

R310.5.5 Identification

Perpendicular or angled on-street parking spaces shall be identified by signs displaying the International Symbol of Accessibility complying with R411. The signs shall be located at the head of the parking space. Signs shall be 60 inches (1525 mm) minimum above the ground surface measured to the bottom of the sign.

R310.6 Parking Meters and Parking Pay Stations

Parking meters and parking pay stations that serve *accessible* parking spaces shall provide *operable parts* complying with R403. The clear space required by R403.2 shall be located so that displays and information on parking meters and pay stations are visible from a point located 40 inches (1015 mm) maximum above the center of the clear space in front of the parking meter or parking pay station.

R311 Passenger Loading Zones

R311.1 General

Accessible passenger loading zones shall comply with R311.

R311.2 Vehicle Pull-Up Space

Accessible passenger loading zones shall provide a vehicular pull-up space that is 96 inches (2440 mm) wide minimum and 20 feet (6.1 m) long minimum.

R311.3 Access Aisle

Vehicle pull-up spaces shall have adjacent access aisles complying with R311.3 that are 60 inches (1525 mm) wide minimum extending the full length of the vehicle pull-up space. Access aisles shall be at the same level as the vehicle pull-up space they serve and shall not encroach on the *traveled way*.

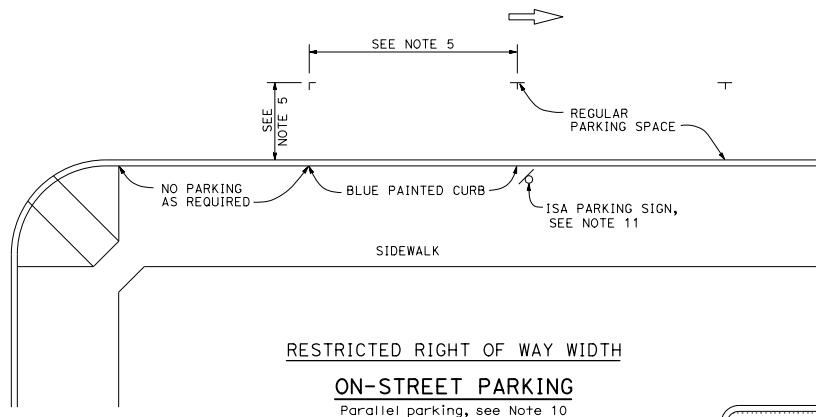
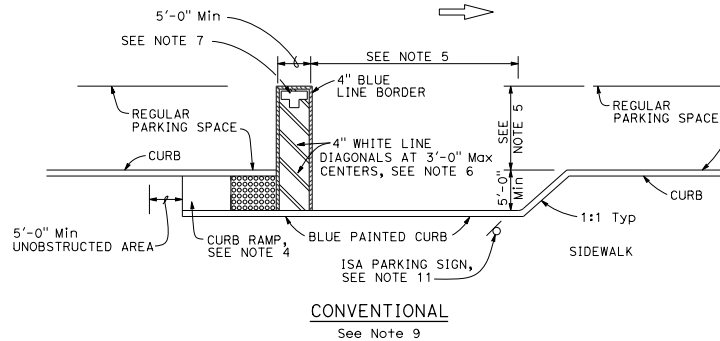
R311.3.1 Clearance Adjacent to Passenger Loading Zone

The center 50 percent of the length of the *sidewalk*, or other surface, adjacent to an *accessible passenger loading zone* shall be free of obstructions and comply with R302.6.

R311.3.2 Marking

Access aisle surfaces shall be marked to discourage parking in them.

R311.4 Surfaces



NO
PARKING

PAVEMENT MARKING
See Note 7



SIGN R99 (CA)



PLAQUE R99B (CA)
SIGN R99 (CA) with PLAQUE R99B (CA),
See Note 3



SIGN R99C (CA)
See Note 3

NOTES:

- Parking spaces shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own.
- Surface slopes of accessible on-street parking spaces shall be the minimum feasible.
- Where Plaque R99B (CA) or Sign R99C (CA) are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
- Curb ramps shall conform to the details shown on Standard Plan A88A.
- Accessible on-street parking spaces shall not be smaller in length or width than that specified by the local jurisdiction for other parking spaces, but not less than 20'-0" in length and not less than 8'-0" in width.
- Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
- The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square foot area for painting the words "NO PARKING".
- There shall be no obstructions on the sidewalk adjacent to and for the full length of the parking space, except for the ISA parking sign shown.
- The Conventional detail should be the primary choice of accessible on-street parking. However, if the sidewalk lacks adequate space to construct a standard curb ramp, the Restricted Right of Way detail should be used.
- If the Restricted Right of Way width detail is selected and it conflicts with a bus stop or other uses, this detail may apply to the other end of the block.
- Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).

LEGEND

ISA - International Symbol of Accessibility

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ACCESSIBLE PARKING
ON-STREET**

NO SCALE

A90B

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

Rebecca Lynn Mowry
REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

Rebecca Lynn Mowry
No. C54415
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

[Return to Table of Contents](#)

**VEHICLE CODE - VEH****DIVISION 11. RULES OF THE ROAD [21000 - 23336]** (*Division 11 enacted by Stats. 1959, Ch. 3.*)**CHAPTER 9. Stopping, Standing, and Parking [22500 - 22526]** (*Chapter 9 enacted by Stats. 1959, Ch. 3.*)

(a) (1) A disabled person or disabled veteran displaying special license plates issued under Section 5007 or a distinguishing placard issued under Section 22511.55 or 22511.59 is allowed to park for unlimited periods in any of the following zones:

22511.5.

(A) In any restricted zone described in paragraph (5) of subdivision (a) of Section 21458 or on streets upon which preferential parking privileges and height limits have been given pursuant to Section 22507.

(B) In any parking zone that is restricted as to the length of time parking is permitted as indicated by a sign erected pursuant to a local ordinance.

(2) A disabled person or disabled veteran is allowed to park in any metered parking space without being required to pay parking meter fees.

(3) This subdivision does not apply to a zone for which state law or ordinance absolutely prohibits stopping, parking, or standing of all vehicles, or which the law or ordinance reserves for special types of vehicles, or to the parking of a vehicle that is involved in the operation of a street vending business.

(b) A disabled person or disabled veteran is allowed to park a motor vehicle displaying a special disabled person license plate or placard issued by a foreign jurisdiction with the same parking privileges authorized in this code for any motor vehicle displaying a special license plate or a distinguishing placard issued by the Department of Motor Vehicles.

(Amended by Stats. 2010, Ch. 478, Sec. 11. (AB 2777) Effective January 1, 2011.)



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: April 17, 2025

**SUBJECT: AN ORDINANCE TO AMEND CHAPTER 13.24 OF THE
MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING
WATER TO DEVELOPMENT PROJECTS (SECOND READING -
ROLL CALL VOTE)**

RECOMMENDATION

Receive public comment and conduct the second reading.

BACKGROUND

Water Allocations for development projects within the City of Seaside are regulated by Chapter 13.24 of the Municipal Code. As it is presently written, this Chapter proscribes a process whereby the City Council allocates available water within the boundaries of the Monterey Peninsula Water Management District (MPWMD) to specific categories for use. Although the Ordinance does not place any limits on the number or types of categories, there are three categories that are identified within the Ordinance: commercial projects, institutional projects, and accessory dwelling units. The level of detail for the allocation of water within these defined categories varies: there is a great deal of very specific details provided for commercial allocations, while there is very little detail provided for institutional projects. Not all of the categories currently identified by the Council are identified in the Ordinance.

The Ordinance also includes the creation of a water allocation committee, made up of the City Manager, Public Works Director, and Community Development Director. This committee is tasked with prioritizing the use of water and granting water permits.

Under the Ordinance, water allocations must be secured before an application for a development project may be considered.

The proposed Ordinance represents a significant change to the existing Ordinance.

Most significantly, the Ordinance would be rewritten to clarify the procedure that the Council uses to identify development priorities and then establish procedures for the allocation of this water. This would be done via Resolution by the Council, allowing the Council to maintain an active role in establishing how water supplies are managed. In the absence of any adopted program, all requests for a water allocation would be submitted to the City Council for consideration.

Essentially, from a procedural standpoint, the Council would allocate water to specific categories, then would establish procedures for the allocation of water within those categories. This will greatly assist in the processing of applications which have a high volume of small requests (such as ADUs or infill housing projects). Additionally, by establishing procedures, the Council is able to delegate authority to approve water to other entities by defining the criteria under which water would be allocated, and provides assurances to potential applicants that water will be available for those projects. If no review authority is delegated, Council would retain discretion over individual water allocations.

Another significant change is the elimination of all categories from the Ordinance. As noted above, these programs or categories would not necessarily be eliminated, but would instead have their programs defined via Resolution. This provides for more flexibility if changes to programs are desired in the future.

The Ordinance would also redefine the role of the water allocation committee. The committee will still exist, but its role will be as may be provided within the programs adopted by the Council. If those programs include a role for the water allocation committee, then the committee would assume that role. It will also serve as an intermediate appeal body between staff and the City Council if an applicant wishes to appeal a denial of a water allocation.

The Ordinance would also remove references to the MPWMD, allowing for these procedures to be utilized across all three of the City's water service providers (although the programs adopted by the Council in the future likely will vary between the different service areas due to differences regarding the management of allocations by different service providers).

Staff believes that adopting these changes will result in a more efficient, more flexible system that provides the Council with the ability to actively manage the City's water supplies while also providing certainty to applicants seeking water supplies for projects and reducing the time and costs associated with the consideration of these requests.

FISCAL IMPACT

No fiscal impact is associated with this item.

ATTACHMENTS

1. Water Allocation Ordinance 2025-04-17
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'G. McDanel', is positioned above a horizontal line.

Greg McDanel, City Manager

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 13.24 OF THE SEASIDE
MUNICIPAL CODE FOR ALLOCATING WATER TO DEVELOPMENT
PROJECTS**

WHEREAS, the Monterey Peninsula is currently experiencing a shortage of water; and

WHEREAS, in order to combat this shortage, water supplies within the service area of the California American Water Service Company (Cal Am) are managed by the Monterey Peninsula Water Management District (MPWMD), which provides an allocation to jurisdictions to then allocate to various projects; and

WHEREAS, the procedures for the allocation for this water is provided in Chapter 13.24 of the Municipal Code; and

WHEREAS, the City Council desires to modify the provisions of Chapter 13.24 to provide for more clarity and flexibility with regards to the allocation of water to various development projects and to also apply these provisions to water allocations from other service providers; and

WHEREAS, the proposed Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as the proposed changes do not make any changes to the allowable land uses or development regulations at any location within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

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

SECTION 2. Chapter 13.24 of the Seaside Zoning Ordinance is hereby amended to reflect the changes identified in the attached Exhibit "A."

SECTION 3. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed

and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall become effective thirty days following adoption.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 3rd day of April 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 17th day of April 2025 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

Attach: Exhibit "A" – Proposed Ordinance Amendment

Exhibit "A"

Chapter 13.24

WATER ALLOCATION PROGRAM**WATER ALLOCATIONS FOR DEVELOPMENT PROJECTS AND NEW USES**

Sections:

13.24.010 ~~Findings and d~~**Declaration of intent.**

~~13.24.020~~ ~~Water allocation program.~~

~~13.24.0210~~ **Objectives.**

~~13.24.02230~~ **Administration.**

~~13.24.040~~ **Water release permits.**

~~13.24.02350~~ **Water allocation committee.**

~~13.24.024~~ **Applications and scoring.**

~~13.24.025~~ **Water allocation categories.**

~~13.24.0360~~ **Appeals.**

13.24.010 ~~Findings and d~~**Declaration of intent.**

The potential for new water sources on the Monterey Peninsula is extremely limited and that demand for water in the city of Seaside may well exceed capacity within a very short period of time. As a result of the limited availability of water, the need for planned development, and the continuing number of applications for commercial and institutional projects, the city finds it necessary to develop criteria for evaluation of water allocation release requests. This Chapter shall provide the structure for the development, implementation, and modification of programs designed to allocate water to various projects and uses and parties within the City of Seaside.

~~Monterey Peninsula Water Management District (MPWMD) regulations allow for an intensification of water use. As a result, certain commercial and institutional projects which will result in an increase of water use continue to be eligible for permits from the MPWMD. The water used will be deducted from the city of Seaside's current water allocation. All applications for permits must have written approval of the affected jurisdiction.~~

~~The potential for new water sources on the Monterey Peninsula is extremely limited and that demand for water in the city of Seaside may well exceed capacity within a very short period of time. As a result of the limited availability of water, the need for planned development, and the continuing number of applications for commercial and institutional projects, the city finds it necessary to develop criteria for evaluation of water allocation release requests for commercial and institutional properties.~~

~~13.24.020~~ Water allocation program.

~~Notwithstanding any other ordinance, rule, or policy of the city of Seaside, no application for a project which would result in an increase in water use shall be accepted, processed, acted upon, granted, or approved by any officer or employee of the city of Seaside except in conformance with this water allocation program. Approval of the water allocation does not imply recommendations for or approval of any other applications which may be required for the project by the city of Seaside or any other governmental agency having jurisdiction over the project. Projects are required to obtain all other necessary approvals required by the city of Seaside and/or other governmental agencies.~~

13.24.0210 Objectives.

Due to the limited availability of water on the Monterey Peninsula, it is necessary to establish procedures for the allocation of water credits for residential, commercial, and institutional other projects. In order to allocate Seaside's remaining water allocation, this chapter establishes the process by which water is allocated for use. ~~The intent of this program is to allocate water by category and by priorities set by the city council.~~

13.24.02230 Administration.

The City hereby creates its Water Allocation Program. The city council shall have the discretion to allocate and reallocate water and water resources as deemed necessary for the public health, safety, and welfare of the community; ~~and to enhance the fiscal stability of the city; and/or for any other reason it deems to be appropriate.~~ The city recognizes the importance of all categories of projects to the overall development of Seaside. The city also recognizes that as the city develops, and as water availability changes, allocation categories and priorities may change. The city council shall create by Resolution categories of water and shall allocate and reallocate water to each category. The city council may create,

identify or modify sub-categories, such as specific commercial districts or areas, for water allocations dependent upon city priorities and needs ~~deemed necessary to protect the public health, safety and welfare of the community.~~

~~Upon creation of categories of water, the City Council shall establish, by Resolution, policies and procedures for the allocation of water within the established category. These policies and procedures shall detail the conditions under which water shall be allocated. Within these policies and procedures the City Council may delegate authority for individual projects to City Commissions, staff, and/or the Water Allocation Committee; further, the City Council may adopt separate programs for different geographic areas such as the service areas of water service providers or within specific zoning districts. Specific commercial districts for water allocation will be established by resolution.~~

~~If the City Council does not create a program for the allocation of water for a specific category, then allocations of water within that category shall require the approval of the City Council.~~

13.24.040 Water release permits

~~Applicants may make a request for a water release permit by submitting a request to the City of Seaside. Requests shall be processed by the community development department. The community development department shall establish forms and procedures consistent with Resolutions adopted by Council to process requests for water allocations from the City. If a review authority which has been delegated with the power to approve or deny a water release permit request determines that the City should deny a request for a water allocation, such determination shall be made in writing and provided to the applicant. Determinations may be appealed in accordance with Section 13.24.060.~~

13.24.023-050 Water allocation committee.

~~The city's wWater aAllocation programCommittee will be administered byshall consist of a three -members committee. The committee will be comprised of one representative each from the community development department, the public works department, and the city manager or theirhis designee. The Water~~

Allocation Committee shall meet as needed and shall have such duties and powers as shall be provided by Resolution of the City Council.

~~This committee will be charged with prioritizing applications for water allocations. Each project will be evaluated by using the criteria that apply to the specific project category. Projects that are prioritized and ranked highly will also be evaluated in terms of their total request for a specific amount of water. The committee will determine whether the project should be given all the water that has been required or whether the amount should be decreased due to the availability of water.~~

~~The committee will also have the responsibility of making policy recommendations and proposing changes to the water allocation program to the city council. This committee will meet as needed and provide an annual update to the city council.~~

~~Once the committee grants a water release permit for a commercial, industrial or residential use, the applicant must submit a complete application for the appropriate development permit associated with their project within sixty days of the issuance of the water release permit. The applicant must complete all work within twelve months of the date of issuance of a building permit, or for those projects which do not require a building permit, within twelve months of the date of issuance of a permit from the city or other governmental agency with permits the project to commence construction. A request for a time extension, due to a delay in the completion of the project, shall be submitted to the committee in writing for consideration. Failure of an applicant to adhere within the prescribed time limits listed above may result in the water release permit being declared void. Water allocations for voided permits will be returned to the city's overall allocation for redistribution to other applicants.~~

13.24.024 Applications and scoring.

~~The city will accept applications for water on all types of projects. These applications will be kept on file if the city does not have water available for these projects at the time of application, or if the policies of the water purveyors for the city prevent the city from providing water for a certain type of project. An applicant will be allowed to undertake a project that does not intensify water usage.~~

At the discretion of the committee, applications may be retained on file indefinitely if there is the possibility of water being granted for the project in the future. If the committee decides to remove an application from the file, a letter will be sent to the applicant indicating this and giving the reason for this action.

13.24.025 Water allocation categories.

A. Commercial Projects. Water will be allocated for commercial projects until the water allocation established by resolution has been fully allocated, based upon the point system outlined below. The applicant is responsible for providing enough information and documentation for the committee members to determine the scoring as listed below.

1. Projects scoring twenty or more points will be allocated water, if water is available.
2. The committee will have the authority to determine whether a project should be given all water requested or should receive a lesser amount due to the projected availability of water.

Commercial Project Criteria	Determination	Points Received
Revenue Generation Up to \$5,000 = 1 point \$5,001 – \$10,000 = 3 points \$10,001 – \$15,000 = 5 points \$15,001 or more = 7 points	Total: \$XX City's Share Property Tax Revenue 0.18% of \$XX = \$XX City's Share of Sales Tax Revenue 1% of \$XX = \$XX	-
Jobs Creation 1 – 9 part time = 1 point 10 or more part time = 3 points 1 – 9 full time = 5 points 10 or more full time = 7 points	-	-
Projects on Major Thoroughfares All other commercial areas = 1 point Fremont, Broadway, Del Monte = 5 points	-	-

Commercial Project Criteria	Determination	Points Received
Removal of Blight Occupied building, remodel existing structure = 1 point Vacant building, remodel of existing structure = 3 points Occupied building, full demo and redevelopment = 5 points Vacant property, complete redevelopment = 7 points	-	-
Business Retention Seven points will be awarded for projects which, if not approved, would result in the loss of an existing business which generates revenue for the city and/or significant employment.	-	-
Total	-	-

B. Institutional. Institutional projects shall be projects submitted by nonprofit organizations, churches or religious institutions, educational institutions, public and quasi-public facilities. Allocation under this category shall be on a first-come, first-served basis until the total amount of water allocation established by resolution has been allocated. Water allocation approval does not imply recommendations for or approval of the project or its merits. Projects are required to obtain all other necessary approvals as required by the city and any other governmental agency having jurisdiction over the project.

C. Residential Accessory Dwelling Units. Accessory dwelling units are a valuable form of additional housing. Accessory dwelling units are smaller habitable dwellings (up to one thousand two hundred square feet) that may be attached or detached and accessory to a primary dwelling on residentially zoned properties. The city wishes to encourage the development of ADUs as they provide valuable opportunities for property owners and a source of affordable housing.

Water shall be allocated to the residential ADU category for (1) deed-restricted ADUs to low and very low and (2) unrestricted ADUs. Both categories shall be

~~allocated on a first-come, first-served basis until the total amount of water allocation established by resolution has been allocated.~~

~~The residential accessory dwelling units (ADUs) shall retrofit the existing dwellings' water fixtures to high efficiency water fixtures and appliances. The maximum amount of water allocation to be made available in any application for an ADU water release permit shall be established by resolution. The residential accessory dwelling unit (ADU) category shall be required to purchase water release permits at an amount established by resolution, unless the residential unit is deed restricted to provide for rental or use only to persons of low income or very low income as published by the Department of Housing and Urban Development (HUD), inclusive of renters utilizing the Housing Choice Voucher Program (formerly known as "Section 8") for a period of forty-five years.~~

~~Water allocation approval alone does not imply project approval. Projects are required to obtain all other necessary approvals as required by the city and any other governmental agency having jurisdiction over the project.~~

~~If changes made to the existing structure do not intensify the existing use pertaining to water, then no additional water determinations are necessary.~~

~~The total number of ADU units created, including the number of deed-restricted affordable units, will be reported to California Department of Housing and Community Development as part of the required housing element annual progress report.~~

13.24.0360 Appeals.

An applicant may appeal ~~a determination of water usage or~~ the denial of a water release permit by filing a written appeal within ~~ten~~ seven days after notice of the ~~determination or~~ denial by the ~~committee review authority~~ on a form prescribed for that purpose by the city of Seaside. A denial by City staff may be appealed to the water allocation committee; a denial by the water allocation committee may be appealed to the City Council. All required plans, drawings, photos, reductions and other information shall be submitted to the planning division before the appeal form is accepted as complete. A list of required information shall be available in the planning division. The filing fee for an appeal will be identical for the fee to appeal a land use project and is listed in the city's annual adopted fee

schedule. The appeal shall follow the procedures outlined in Chapter 17.76 of the Municipal Code.

~~A complete appeal application shall be filed at least three weeks prior to the proposed date of public hearing. Upon filing a complete written appeal application and payment of fees, the community development director or his/her designee shall place said appeal on the agenda of the city of Seaside city council for hearing. Notice of said hearing shall be given to the applicant by mail at least ten days prior to the hearing date. No other notice need be given.~~

~~At the scheduled public hearing, the city council shall affirm, reverse or modify the decision being appealed. The city council may also remand the matter for reconsideration and further hearings because of a desire for additional information, or due to the submission of new material or evidence not previously considered.~~



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk
Samantha Alcaraz, Human Resources Director/Risk Manager

DATE: April 17, 2025

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING TITLE 2
ADMINISTRATION AND PERSONNEL OF THE SEASIDE
MUNICIPAL CODE FOR THE PURPOSE OF UPDATING CHAPTERS
REGARDING BOARDS AND COMMISSIONS, CORRECTING
TYPOS, MISNUMBERED CODE SECTIONS, SENTENCE
STRUCTURE, MISSING DEFINITIONS, CLARIFICATIONS,
PROPOSED TEXT AMENDMENTS, COMPENSATION OF THE
MAYOR AND CITY COUNCIL, AND MAKE APPROPRIATE
FINDINGS. IN ACCORDANCE WITH CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES THE
PROPOSED AMENDMENTS ARE EXEMPT PER 15061(B)(3)
(FIRST READING - ROLL CALL VOTE)**

RECOMMENDATION

Receive public comment and conduct the first reading:

1. Approve amendments to Title 2 regarding Board and Commissions;
2. Approve amendments to Title 2 regarding the increased compensation for the City Council.

BACKGROUND

BOARD & COMMISSION AMENDMENTS:

Title 2 of the Seaside Municipal Code establishes the City's administrative framework, including the organization of City government, personnel administration, and the operation of advisory boards and commissions. Staff has conducted a comprehensive review of Title 2 in coordination with guidance from the League of California Cities and

comparative analyses of peer city policies.

The proposed amendments are intended to streamline procedures, improve internal consistency, and codify expectations regarding appointments, removals, reporting requirements, and conflicts of interest, in alignment with the California Government Code and applicable Fair Political Practices Commission (FPPC) guidelines.

The revisions to Chapter 2.14 – Boards and Commissions are focused on enhancing governance procedures and promoting transparency and accountability in the City’s advisory body structure.

Key Revisions Include:

- 1. Terms of Service (Section 2.14.040):**
 - Standardizes the term lengths across all City boards and commissions to ensure consistency.
 - Clarifies reappointment eligibility and term expiration procedures.
- 2. Appointment and Removal Procedures (Sections 2.14.060 & 2.14.070):**
 - Establishes a transparent and uniform process for the appointment and removal of commissioners.
 - Includes provisions for due process in cases of removal.
- 3. Reporting Requirements (New provision under Section 2.14.120):**
 - Requires each board and commission to submit periodic reports to the City Council.
 - Improves alignment with City goals and provides oversight into the activities and outcomes of advisory bodies.

New Sections Introduced:

- **Section 2.14.230 – Compatibility of Office:**
 - Requires commissioners who become certified candidates for City Council to be placed on an automatic, excused leave of absence.
 - The leave remains in effect until the general municipal election results are officially certified by the City Council.
- **Section 2.14.xxx – Filling of Vacancies During Leave:**
 - Specifies that commissioner seats held by declared candidates are not deemed vacant during their excused absence unless the individual is elected to office.
 - Supports continuity of commission operations and respects the temporary nature of candidacy-related leave.

NEXT STEPS:

Following adoption, the updated Title 2 provisions will be incorporated into the online

Municipal Code. The City Clerk's Office will distribute updated reference materials to all relevant boards and commissions and facilitate training on the revised procedures.

CITY COUNCIL COMPENSATION INCREASE:

The City of Seaside is a general law city under California state law. As such, the City Council possesses the authority under Government Code Section 36516 to amend ordinances establishing salaries for the Mayor and Council members.

The monthly compensation for the City Council had not been adjusted since 1986—nearly 40 years. Over that period, the cost of living has increased by more than 300%. In tandem, the complexity of municipal governance has significantly grown, requiring increased time commitments from elected officials. Preparation for meetings, participation in public events, and representation on external boards and committees have all expanded in scope and volume. Despite these increases, the prior salary for Council members remained at \$400 per month—among the lowest in the region.

In 2023, the California Legislature adopted Senate Bill 329 (Dodd), which authorized general law city councils to adjust council compensation beyond previously established statutory caps. The legislative intent of SB 329 was to account for inflation, economic pressures, and to remove structural barriers to equitable representation in local government by recognizing the time, energy, and commitment required of elected officials.

The bill underscores that while individuals do not serve in elected office for financial gain, inadequate compensation can restrict civic participation—especially among residents from underrepresented and lower-income communities. Increased compensation can help foster more diverse and inclusive representation in local government.

Under Government Code Section 36516, two options were available for increasing salaries:

- Apply a 5% annual increase from the last date of adjustment (1986), resulting in an allowable monthly salary of approximately \$2,409.05 in 2024.
- Adopt the statutory default of \$950 per month for cities with populations under 35,000.

COUNCIL ACTION:

At its regularly scheduled meeting on March 20, 2025, the Seaside City Council voted to adopt an ordinance increasing the monthly compensation for all Council Members to \$2,400.00, effective for current and future officeholders. In addition, the Mayor will receive a \$300.00 monthly automobile stipend in recognition of the enhanced duties

and public-facing responsibilities associated with the role.

This action reflects both statutory compliance and a policy decision to support accessibility in public service and to recognize the growing demands placed on elected officials.

FISCAL IMPACT

1. There is no direct fiscal impact associated with the proposed amendments to the code sections regarding Boards & Commissions. Implementation will be managed within existing departmental resources.
2. The increased compensation will result in a higher annual expenditure from the City's General Fund.

ATTACHMENTS

1. Draft Ordinance Amending Title 2-Council compensation
2. 2.02 Exhibit A - Proposed Title 2 changes-redline (1)
3. Draft Ordinance Amending Title 2
4. 2.14 Exhibit A - Proposed Title 2 changes-redline (1)

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
CLARIFYING, AMENDING, AND REVISING TITLE 2, PERSONNEL AND
ADMINISTRATION, OF THE SEASIDE MUNICIPAL CODE**

WHEREAS, the City desires to make technical, typographical, clarifications and modifications to the Seaside Municipal Code to better reflect the past practices and applications of the code; and

WHEREAS, the City has adopted Resolutions that have modified the interpretation and application of the code and these changes are being codified into the code; and

WHEREAS, this ordinance specifically addresses the changes to Title 2, Section 2.02.490 Councilmember compensation; and

WHEREAS, the last time the City Council received any increase in their compensation was by Ordinance 703 adopted on or about August 21, 1986 and codified in Seaside Municipal Code section 2.02.490; and

WHEREAS, since that time, the cost of living has increased more than 300%; and

WHEREAS, the City of Seaside's population as of the 2023 Census Information was 31,317; and

WHEREAS, Government Code section 36516 provides for a base salary of \$950 per month in cities with a population of less than 35,000;

WHEREAS, Government Code section 36516 (a)(4) provides for escalation above the amounts set forth in Government Code section 36516(a)(2)(A) if an ordinance is adopted that escalates up to five percent for each calendar year from the operative date of the last adjustment; and

WHEREAS, the City and its needs have grown in complexity, the hours required of council members and the mayor have increased substantially, and the resources needed to prepare for and attend city council meetings and participate on other boards and commissions, and other activities have increased; and

WHEREAS, the City Council of the City of Seaside finds that increasing the compensation for its council members would facilitate equitable representation in local government by making it easier for public servants to balance careers and personal obligations, and increase the opportunity for individuals across different income levels,

as well as those individuals in marginalized communities, to participate in public service, all consistent with the legislative intent of Government Code section 36516; and

WHEREAS, on March 20, 2025 the City Council directed staff to bring forward an ordinance which established Council member and Mayor compensation at the rate of \$2409.00 per month with a \$400.00 per month vehicle stipend for the Mayor; and

NOW THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. GENERAL PURPOSE AND FINDINGS

- A. The purpose of this Ordinance is to amend Title 2, and update the compensation of the City Council by modifying Title 2, section 2.02.490; and
- B. The City Council finds the above declaratory paragraphs to be true and correct and incorporates them herein as findings on the nature and extent of the need for the increase in salary and the amounts established herein.

SECTION 2. TEXT AMENDMENTS

New amendments to the existing code are shown in underline, while deletions are shown in strike out. All amendments to Chapter 2.02.490 are shown in Attachment A to this Ordinance.

SECTION 3. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 4. SEVERABILITY

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.
- B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a Regular meeting of the City Council

of the City of Seaside, State of California, on the 17th day of April, 2025.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2025, by the following roll call vote:

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

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Title 2

ADMINISTRATION AND PERSONNEL

Chapters:

- 2.02 City Council**
- 2.04 City Manager**
- 2.06 City Attorney**
- 2.10 *Repealed***
- 2.14 Boards and Commissions and Committees**
- 2.15 City Council Liaisons**
- 2.16 Art and History Commission**
- 2.17 Community Safety Advisory Commission**
- 2.18 Commission on Jobs, Opportunities, and Business in Seaside
(C-JOBS)**
- 2.19 Environmental Commission**
- 2.20 Homeless Commission**
- 2.22 *Repealed***
- 2.24 Neighborhood Improvement Commission**
- 2.26 Planning Commission**
- 2.28 Recreation and Park Commission**
- 2.32 Youth Commission**
- 2.34 Special License and Permit Board**
- 2.37 Transportation Advisory Committee**
- 2.40 Emergency Disaster Council**
- 2.42 Conflict of Interest Code**
- 2.44 Personnel System**
- 2.46 Affirmative Action Plan**
- 2.48 Public Auction of Unclaimed Property**
- 2.49 Disposal of Surplus Items**
- 2.50 Disclosure Upon Sale of Real Property**
- 2.52 Municipal Elections**
- 2.54 Violation of Administrative Provisions**
- 2.56 Administrative Citations**
- 2.58 Administrative Remedies**
- 2.59 Electronic Records and Electronic Signatures**

Chapter 2.02

CITY COUNCIL

Sections:

Article I. Rules of Procedure

- 2.02.010 Applicability – Purpose.
- 2.02.020 Meetings – Regular.
- 2.02.030 Meetings – Adjournment.
- 2.02.040 Meetings – Special.
- 2.02.050 Meetings – Open to public.
- 2.02.060 Meetings – Attendance.
- 2.02.070 Meetings – Quorum.
- 2.02.080 Agenda.
- 2.02.085 Agenda review.
- 2.02.090 Presiding officer – Designated.
- 2.02.100 Presiding officer – Powers and duties.
- 2.02.110 Addressing council – Written correspondence.
- 2.02.120 Addressing council – Right of taxpayers and residents.
- 2.02.130 Addressing council – Manner.
- 2.02.140 Addressing council – Time limit.
- 2.02.150 Debate – Getting the floor.
- 2.02.160 Debate – Questions to staff.
- 2.02.170 Debate – Interruptions.
- 2.02.180 Debate – Points of order and decision of presiding officer.
- 2.02.190 Debate – Point of personal privilege.
- 2.02.200 Decorum and order – Council and city staff.
- 2.02.210 Decorum and order – Audience.
- 2.02.220 Decorum and order – Enforcement.
- 2.02.230 Failure to observe rules of order.
- 2.02.240 Motions – Presentation.
- 2.02.250 Motions – Second required.
- 2.02.260 Motions – Order of precedence.
- 2.02.270 Motions – Purpose and criteria.
- 2.02.280 Vote – Procedure.
- 2.02.290 Vote – Change.
- 2.02.300 Vote – Failure.
- 2.02.310 Vote – Conflict of interest.
- 2.02.320 Vote – Reconsideration and rescission of prior action.
- 2.02.330 Minutes – Preparation.
- 2.02.340 Minutes – Hearings.
- 2.02.350 Minutes – Reading.
- 2.02.360 Ordinances, resolutions and contracts – Preparation.
- 2.02.370 Ordinances, resolutions and contracts – Prior approval by administrative staff
- 2.02.375 Retained Power to Contract – No approval by administrative staff
- 2.02.376 Retained Power to Investigate
- 2.02.380 Enactment of ordinances.
- 2.02.390 Adoption of resolutions.
- 2.02.400 Hearings – Application – Definition.
- 2.02.410 Hearings – Rights of interested persons.
- 2.02.420 Hearings – Presentation of evidence.
- 2.02.430 Hearings – Evidence outside council chambers.
- 2.02.440 Hearings – Continuances.
- 2.02.450 Hearings – Decisions.

2.02.460 Hearings – Record.

Article II. General Regulations

2.02.470 Notification upon absence of member from city.
2.02.480 Disclosure of confidential communication prohibited.
2.02.490 Compensation.

Article I. Rules of Procedure

2.02.010 Applicability – Purpose.

The rules of procedure set forth in SMC 2.02.020 through 2.02.460 are applicable to city council meetings and hearings and are intended to apply as well, insofar as possible, to the meetings and hearings of all city boards and commissions. These rules are intended to implement the basic proposition, applicable to Seaside and to other general law cities of the state, that each member of the city council has one vote and that the duties and powers of the city council are vested in the city council as a body and not in the individual mayor and council member acting separately. Additionally, these rules are intended to facilitate and expedite the work of the city council and to insure that the will of the majority is effectively translated into the city council action without undue hindrance or obstruction. The city operates under the council-manager form of the government under which the city council establishes fundamental policy but deals with matters of personnel and policy implementation through the city manager and not through direct contact with subordinate city employees. These rules are intended to expedite the aforesaid principles and insure their proper application. (Ord. 1034 § 3, 2017; Ord. 382, 1970; prior code § 1-200(Preamble))

2.02.020 Meetings – Regular.

The city council shall hold regular meetings on the first and third Thursday of each month at five p.m. or a time subsequently to be established by resolution; provided, that when the day fixed for any regular meeting falls upon a day designated by law as a legal or national holiday, such meeting shall be held on the next succeeding day not a holiday, or on such other day as may be designated by the city council, in the council chambers of the City Hall, 440 Harcourt Avenue, Seaside, or at such other place within the city limits to which the meeting may be adjourned. If by reason of fire, flood, or other emergency, it is unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or by three members of the city council. Except by an affirmative majority vote of the city council, no agenda items shall be taken up after ten-thirty p.m. (Ord. 2004 § 3, 2021; Ord. 880 § 2, 1999; Ord. 551 § 1, 1980; Ord. 538 § 1, 1979; Ord. 519 § 1, 1978; Ord. 498, 1977; Ord. 480, 1977; Ord. 448, 1974; Ord. 382, 1970; prior code § 1-200(A-1))

2.02.030 Meetings – Adjournment.

Any meetings may be adjourned at a time, place, and date certain, but not beyond the next regular meeting. Once adjourned, the meeting may not be reconvened unless there is unanimous consent of the council. (Ord. 382, 1970; prior code § 1-200 (A-2))

2.02.040 Meetings – Special.

Special meetings may be called at any time by the mayor, or by three members of the city council, by causing notice to be delivered personally to the city manager, assistant city manager, or deputy city clerk, who shall in turn notify each councilmember and each local newspaper of general circulation twenty-four hours before the time of such meetings as specified in the notice. The call and notice shall specify the time and place of the special meetings and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any councilmember who at or prior to the time the meeting convenes files with the city clerk a written waiver of notice. Such waiver may be provided electronically. Such written notice may also be dispensed with as to any councilmember who is actually present at the meeting at the time it convenes. (Ord. 1034 § 3, 2017; Ord. 382, 1970; prior code § 1-200(A-3))

2.02.050 Meetings – Open to public.

A. All regular, adjourned, and special meetings of the city council shall be open and public; provided, however, the city council may hold executive sessions from which the public may be excluded for any matter or subject for which the Brown Act provides may be hearing in executive closed session, including but not limited to the consideration of the following subjects:

1. Personnel Matters. To consider appointment, employment, or dismissal of a public officer, person or employee, salaries, fringe benefits and working conditions, or to hear complaints or charges brought against an officer or employee unless such officer or employee requests a public hearing. The council may exclude from any such executive session during the examination of a witness any or all other witnesses in the matter being investigated;

2. Attorney-Client Matters. To consider proposed or pending litigation or property acquisition or disposition to which the city is a party;

B. Divulgence Prohibited. No member of the city council or other persons shall divulge any matter considered or heard at an executive session. It is the policy of the law as expressed in the Ralph M. Brown Act that public business shall be conducted in public so that the people may know the details of the deliberations of public bodies. All public bodies of the city, including the city council, boards and commissions, shall conduct all of their deliberations in public except as specified in this chapter, which said exceptions are required to protect the public interest where disclosure would be harmful to the public interest.

Unless excused by the city council, the following staff members shall be present during executive sessions: city manager and city attorney. (Ord. 382, 1970; prior code § 1-200(A-4))

2.02.060 Meetings – Attendance.

Councilmembers are expected to attend all meetings of the city council. If a councilmember absents himself without permission from all regular city council meetings for sixty days consecutively from the last regular meeting he attends, his office becomes vacant and shall be filled as any other vacancy. (Ord. 382, 1970; prior code § 1-200(A-5))

2.02.070 Meetings – Quorum.

Three members of the council shall constitute a quorum and shall be sufficient to transact regular business. If less than three councilmembers appear at a regular meeting, any member, or if all members are absent, the city clerk, shall adjourn the meeting to a stated day and hour. The clerk shall cause a written notice of the adjournment to be delivered personally to each councilmember at least three hours before the adjourned meeting. In the absence of a quorum, the presiding officer shall, at the insistence of any two members present, compel the attendance of absent members. (Ord. 382, 1970; prior code § 1-200(A-6))

2.02.080 Agenda.

An agenda shall be prepared for each regular and special meeting of the city council containing the specific items of business to be transacted. Items may be placed on the agenda by: (A) any council member upon oral request made during the previous regular city council meeting, (B) majority vote of the city council at a regularly scheduled city council meeting after any council member makes a request to place an item on the agenda any time after the previous regular city council meeting, up to seventy-two hours prior to the next regular city council meeting, or (C) by the city manager or city attorney. (Ord. 1085 § 3, 2020)

2.02.085 Agenda review.

The draft agenda may be reviewed by the mayor and mayor pro tem prior to the publication of the agenda in order to facilitate the proper sequencing of items and time management of the city council meeting. The city attorney may remove any item from the agenda where they determine there is a significant risk of litigation or liability to the city. Said removal shall be disclosed to the city council in a closed session. (Ord. 1085 § 3, 2020)

2.02.090 Presiding officer – Designated.

The mayor shall be the presiding officer at all meetings of the city council. In the absence of the mayor, the mayor pro tempore shall preside. In the absence of both the mayor and mayor pro tempore, the city clerk shall call the council to order, whereupon a temporary presiding officer shall be elected by the councilmembers present to serve until the arrival of the mayor or mayor pro tempore or until adjournment. (Ord. 382, 1970; prior code § 1-200(C-1))

2.02.100 Presiding officer – Powers and duties.

Robert's Rules of Order, current edition, shall govern in all matters not specifically provided for in this section. The presiding officer shall have the following powers and duties:

A. Participation. The presiding officer may move, second, debate, and vote from the chair. He shall not be deprived of any of the rights and privileges of a councilmember, by reason of his acting as presiding officer.

B. Questions to Be Stated. The presiding officer or such member of the city staff as he may designate may verbally restate each question immediately prior to calling for the vote. Following the vote, the presiding officer shall announce whether the question carried or was defeated. The presiding officer in his discretion may publicly explain the effect of a vote for the audience, or he may direct a member of the city staff to do so, before proceeding to the next item of business.

C. Maintaining Order and Decorum. The presiding officer shall be responsible for the maintenance of order and decorum at all meetings. He shall decide all questions of order subject, however, to an appeal to the council. In the event of an appeal, the city attorney shall act as parliamentarian and advise the council on the subject matter of the appeal. A majority vote shall decide appeals on questions of order.

D. Signing of Documents. The presiding officer shall sign all ordinances, resolutions, contracts, and other documents necessitating his signature which were adopted in his presence, unless he is unavailable, in which case an alternate presiding officer may sign such documents.

E. Appointment of Committees. The majority of the council shall appoint such committees of councilmembers, city staff and private citizens or a combination thereof as they deem necessary and expedient to assist and advise the council in its work. They may appoint an unofficial advisory committee (ad hoc).

Subcommittees of councilmembers shall only be established to address specific issues to do specific tasks and shall only exist for a specified length of time. The life of council subcommittees may be extended if necessary by a vote of the council. (Ord. 502 § 3, 1977; Ord. 382, 1970; prior code § 1-200(C-2))

2.02.110 Addressing council – Written correspondence.

The city manager is authorized to receive and open all mail addressed to the city council and he shall give it immediate attention to the end that all administrative business referred to in said communications and not necessarily requiring council action may be disposed of between council meetings; provided, that all communication and any action taken pursuant thereto shall be reported to the city council. Any communication requiring council action shall be placed upon the agenda for the next regular meeting together with a separate report and recommendation by the city staff. All correspondence shall be answered or acknowledged as soon as practicable. (Ord. 612 § 1 (Appx. A (1)), 1982; Ord. 382, 1970; prior code § 1-200(D-1))

2.02.120 Addressing council – Right of taxpayers and residents.

Subject to the provisions of SMC 2.02.130 and 2.02.140, any taxpayer or resident of the city shall have the absolute right to address the council during consideration of items under the following headings of business:

A. Public Hearings. Interested persons or their authorized representatives may address the council, while a matter is open to public hearing, in regard to remarks or questions relevant to the matter under consideration.

B. Communications. Any person or his legal representatives may address the council by oral communication on any matter over which the council has control; provided, however, that preference shall be given to taxpayers or residents of the city and that additional preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the council. Persons making oral communications within the rules of this section shall not be interrupted during their presentation, nor shall any member of the city council respond during the period allowed for oral communications. City councilmembers may respond, as a matter of personal privilege, following conclusions of oral communications. (Ord. 382, 1970; prior code § 1-200(D-2))

2.02.130 Addressing council – Manner.

Any person desiring to address the council shall stand and wait to be recognized by the presiding officer. After being recognized, he shall proceed to the podium, state his name and address for the record and proceed to address the council. All remarks and questions shall be addressed to the council as a whole and not to any particular member of the council or member of the city staff without first obtaining permission of the presiding officer. (Ord. 382, 1970; prior code § 1-200(D-3))

2.02.140 Addressing council – Time limit.

The presiding officer may limit the length of time of those persons wishing to address the council only when the amount of council business warrants such limitation. A majority of the city council may override the decision of the presiding officer. When any group of persons wishes to address the council on the same subject matter, the presiding officer may request that a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. (Ord. 502 § 4, 1977; Ord. 382, 1970; prior code § 1-200(D-4))

2.02.150 Debate – Getting the floor.

Every councilmember desiring to speak shall first address the chair, gain recognition by the presiding officer, and shall confine himself to the question under debate. (Ord. 382, 1970; prior code § 1-200(E-1))

2.02.160 Debate – Questions to staff.

Every councilmember desiring to question the city staff shall, after recognition by the presiding officer, address his questions to the city manager, or the city attorney. In the case of the city manager, he shall be entitled either to answer the inquiry himself or to designate a member of his staff for that purpose. (Ord. 382, 1970; prior code § 1-200(E-2))

2.02.170 Debate – Interruptions.

A councilmember, once recognized, shall not be interrupted when speaking unless called to order by the presiding officer, unless a point of order or personal privilege is raised by another councilmember, or unless the speaker chooses to yield to a question by another councilmember. If a councilmember, while speaking, is called to order, he shall cease speaking until the question of order is determined and, if determined to be in order, he may proceed. Members of the city staff after recognition by the presiding officer shall hold the floor until completion of their remarks or until recognition is withdrawn by the presiding officer. (Ord. 382, 1970; prior code § 1-200(E-3))

2.02.180 Debate – Points of order and decision of presiding officer.

The presiding officer shall determine all points of order and other decisions subject to the right of any councilmember to appeal to the council. He may request an opinion of the city attorney in making such determination. If an appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" Council decision shall conclusively determine such question of order and other decisions. (Ord. 382, 1970; prior code § 1-200(E-4))

2.02.190 Debate – Point of personal privilege.

The right of a councilmember to address the council on a question of personal privilege shall be limited to cases in which his integrity, character or motives are questioned or where the welfare of the council is concerned. A councilmember raising a point of personal privilege may interrupt another councilmember who has the floor subject only to the power of the presiding officer to call him out of order. (Ord. 382, 1970; prior code § 1-200(E-5))

2.02.200 Decorum and order – Council and city staff.

While the council is in session, the councilmembers and city staff shall preserve order and decorum, or the majority of the council. A member shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the council, nor disturb any member while speaking or refuse to obey the directives of the presiding officer. (Ord. 382, 1970; prior code § 1-200(E-7))

2.02.210 Decorum and order – Audience.

Public members attending council meetings shall observe the same rules of order and decorum applicable to the council staff. Any person making personal, impertinent and slanderous remarks or who becomes boisterous while addressing the council or while attending the council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer or the majority of the council, and such person may be barred from further audience before the council. Unauthorized remarks from the audience, stamping feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who shall direct the sergeant-at-arms to remove such offenders from the room. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer or a councilmember. (Ord. 382, 1970; prior code § 1-200(E-8))

2.02.220 Decorum and order – Enforcement.

The chief of police, or such member of the police department as he may designate, shall be sergeant-at-arms of the city council and he shall attend meetings at the request of the presiding officer, city manager or city council. He

shall be available to respond to all meetings immediately upon call. He shall carry out all orders given by the presiding officer or council for the purpose of maintaining order and decorum at the council meetings. Any councilmember may move to require the presiding officer to enforce the rules and the affirmative vote of a majority of the councilmembers present shall require him to do so. (Ord. 382, 1970; prior code § 1-200(E-9))

2.02.230 Failure to observe rules of order.

Rules adopted to expedite the transaction of the business of the council in an orderly fashion are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the council or invalidate any action taken at a meeting that is otherwise held in conformity with law. (Ord. 382, 1970; prior code § 1-200(E-10))

2.02.240 Motions – Presentation.

A motion is the formal statement of a proposal or question to the council for consideration and action. Every councilmember has the right to present a motion, and the councilman moving the adoption of an ordinance or resolution shall have the privilege of closing the debate. (Ord. 382, 1970; prior code § 1-200(F-1))

2.02.250 Motions – Second required.

A motion by any councilmember shall not be considered by the council and voted upon without receiving a second. (Ord. 382, 1970; prior code § 1-200(F-2))

2.02.260 Motions – Order of precedence.

A. When a main motion is before the council, no motion shall be entertained except the following which shall have precedence, one over the other, in the following order:

1. Adjourn;
2. Recess;
3. Postpone temporarily or definitely (table);
4. Previous question;
5. Limit or extend debate;
6. Refer to committee or staff;
7. Amend;
8. Postpone indefinitely.

B. The above order of preference is subject to the following restrictions:

1. A motion shall not be repeated without intervening business or discussion.
2. A motion shall not be in order when the previous question has been ordered.
3. A motion shall not be in order while a vote is being taken. (Ord. 382, 1970; prior code § 1-200(F-3))

2.02.270 Motions – Purpose and criteria.

The purpose and salient criteria of the motions listed in SMC 2.02.260 is as follows:

A. Motion to Adjourn.

1. Purpose: to terminate a meeting;
2. Debatable or amendable: no, except a motion to adjourn to another time is debatable and amendable as to the time to which the meeting is to be adjourned;

B. Motion to Recess.

1. Purpose: to permit an interlude in the meeting and to set a definite time for continuing the meeting;
2. Debatable or amendable: yes, but restricted as to time or duration of recess;

C. Motion to Postpone Temporarily.

1. Purpose: to set aside, on a temporary basis, a pending main motion; provided, that it may be taken up again for consideration during the current meeting or at the next regular meeting. It is also referred to as a motion to lay on the table;
2. Debatable or amendable: it is debatable but not amendable;

D. Motion for Previous Question.

1. Purpose: to prevent or stop discussion on the pending question or questions and to bring such question or questions to vote immediately. If the motion fails, discussion shall continue. If the motion passes, a vote shall be taken on the pending motion or motions;
2. Debatable or amendable: no;

E. Motion to Limit or Extend Debate.

1. Purpose: to limit or determine the time that will be devoted to discussion of a pending motion or to extend or remove limitations already imposed on its discussion;
2. Debatable or amendable: not debatable; amendments are restricted to a period of time of the proposed limit or extension;

F. Motion to Refer to Committee or Staff.

1. Purpose: to refer the question before the council to a committee or to the city staff for the purpose of investigating or studying the proposal and to make a report back to the council. If the motion fails, discussion or vote on the question resumes;
2. Debatable or amendable: yes;

G. Amend.

1. Purpose: to modify or change a motion that is being considered by the council so that it will express more satisfactorily the will of the members. If the motion fails, discussion or vote on the main motion resumes. If the motion passes, then the main motion should be voted on as amended;
2. Debatable or amendable: it is debatable unless applied to an undebatable main motion. It is amendable;

H. Postpone Indefinitely.

1. Purpose: to prevent further discussion and voting on the main motion. If the motion fails, discussion and voting on the main motion resumes. If it passes, the subject of main motion shall not be brought up again for the remainder of the meeting or the next regular meeting;
2. Debatable or amendable: it is debatable but not amendable;

I. Main Motion.

1. Purpose: the primary proposal or question before the council for discussion and decision;
2. Debatable or amendable: yes. (Ord. 382, 1970; prior code § 1-200(F-4))

2.02.280 Vote – Procedure.

A. When any motion is in order for the question, a vote thereon shall be taken by voice or roll call and entered in full upon the record. Motions may be passed by a simple majority of the members present at a properly quorumed meeting (two votes sufficient if only three members present), except that the following matters shall always require three affirmative votes:

1. Adoption of ordinances;
2. Resolutions granting franchises;
3. Orders for payment of money.

B. A roll call vote shall be used for the above enactments. All other motions shall not require a roll call vote unless demanded by a councilmember before the negative has been put. It shall not be in order for members to explain their vote during the roll call. (Ord. 382, 1970; prior code § 1-200(G-1))

2.02.290 Vote – Change.

A member may change his vote only if he makes a timely request to do so immediately following the announcement of the vote by the city clerk and prior to the time that the next item in the order of business is taken up. (Ord. 612 § 1 (Appx. A (2)), 1982; Ord. 382, 1970; prior code § 1-200(G-2))

2.02.300 Vote – Failure.

Every member should vote unless disqualified for cause accepted by vote of the council or by opinion of the city attorney. Self-disqualification, without approval, which results in a tie vote shall be avoided as thwarting council action, but no councilmember shall be forced to vote. A councilmember who abstains shall in effect consent that a majority of the quorum may act for him. Tie votes shall be lost motions and may be reconsidered. (Ord. 382, 1970; prior code § 1-200(G-3))

2.02.310 Vote – Conflict of interest.

Any councilmember who has a direct personal financial interest in any matter coming before the city council shall disclose said interest and shall disqualify himself from discussing or voting on said matter. Where it is not clear whether such interest is of a disqualifying nature, the councilmember shall state the facts of the matter to the city attorney and request an opinion thereon prior to the meeting. (Ord. 382, 1970; prior code § 1-200(G-4))

2.02.320 Vote – Reconsideration and rescission of prior action.

After motion and vote by the council, such action may be reconsidered or rescinded only in the following manner:

A. Reconsideration. A motion to set aside a vote to reconsider a main motion shall always be in order at the same meeting. The motion to reconsider is amendable and debatable. Such motion can be made by any councilmember regardless of how he previously voted on the matter. If the motion to reconsider passes, the effect thereof is to overrule and cancel the prior action.

B. Rescission. A motion to rescind (repeal, cancel, nullify) prior council action on a main motion shall be in order at any meeting of the council. The effect of rescinding prior council action shall operate prospectively only and not retroactively to the date of the original action. That is, it shall not operate to adversely affect intervening legal rights which create an estoppel situation.

C. Lost Motions. A lost motion is one that fails to receive the necessary number of votes to carry. Tie votes result in a lost motion. Three affirmative votes shall be required to place a lost motion back on the agenda for council consideration. To revive a lost motion at the same meeting, the proper action is a motion to reconsider as discussed in subsection A of this section. (Ord. 778 § 2, 1990; Ord. 382, 1970; prior code § 1-200(G-5))

2.02.330 Minutes – Preparation.

A. The minutes shall consist of a clear and concise statement of each and every council action including the motions made and the vote thereon. Reasons for making a motion, or voting, council debate and audience reaction may be included if considered to be particularly relevant or otherwise necessary, by the city clerk in the first instance and by

the council in the final instance. The city clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by action of the city council.

B. The minutes prepared by the city clerk shall be the official minutes of the city and shall be maintained in accordance with state law. The city clerk shall also cause to have made a recording of all council meetings, and said recordings shall be maintained by the city clerk according to the adopted record retention schedule. (Ord. 1034 § 3, 2017; Ord. 502 § 5, 1977; Ord. 382, 1970; prior code § 1-200(H-1))

2.02.340 Minutes – Hearings.

Whenever the council acts in a quasi-judicial proceeding, such as hearings as defined in SMC 2.02.400, the minutes shall contain a synopsis of all evidence considered in the hearing including statements of persons addressing the council. (Ord. 382, 1970; prior code § 1-200(H-2))

2.02.350 Minutes – Reading.

Unless the reading of the minutes of a council meeting is ordered by a majority vote of the council, such minutes may be approved without reading if the city clerk has previously furnished each councilmember with a copy. (Ord. 382, 1970; prior code § 1-200(H-3))

2.02.360 Ordinances, resolutions and contracts – Preparation.

A. Ordinances. All ordinances shall be prepared by the city attorney and shall be presented to the council only when ordered by the council, a member of the city council, or city manager, or prepared by the city attorney on his own initiative.

B. Resolutions. It shall be considered best practice to have all resolutions prepared by the city attorney; however, resolutions may be prepared for submission by an individual, group or organization. In matters of urgency a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when such resolutions are required by law.

C. Contracts. All contracts shall be prepared or approved by the city attorney and shall be presented to the council only when ordered by the council, or submitted by the mayor, city manager, or city attorney. (Ord. 382, 1970; prior code § 1-200(I-1))

2.02.370 Ordinances, resolutions and contracts – Prior approval by administrative staff.

Except as provided in Section 2.02.375, all ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney and shall have been examined and approved for administration by the city manager, or his authorized representative, where there are substantive matters of administration involved. (Ord. 382, 1970; prior code § 1-200(I-2))

2.02.375 Retained power to contract – No Approval by administrative staff. The City Council, without requiring the consent, approval or review of the City Manager or administrative staff hereby reserves its right to contract, including retention of special legal counsel, investigators and any other matter that they deem necessary to ensure they are discharging their duties. The Mayor shall be empowered to execute contracts deemed necessary for any matter the City Council deems necessary.

2.02.376 Retained power to Investigate. The City Council, reserves to itself the right to investigate any affair of the City, including investigate any employee it directly hires, such as City Attorney or the City Manager, and in the instance of any conflicts of interest or bias of its direct hires any other employee or matter in the City. Any special counsel retained by the City Council shall be empowered to access city documents, files and other records without approval of the City Manager, deemed necessary by the special counsel including but not limited to the issuance of any notice of an administrative investigation to any employee of the City.

2.02.380 Enactment of ordinances.

A. Introduction. Ordinances shall be introduced for first reading by motion. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or adjourned regular meeting held at least five days after alteration. Corrections or typographical or clerical errors are not considered alterations.

B. Adoption. Ordinances shall be adopted (second reading) by motion and roll call vote. Ordinances shall not be adopted within five days of their introduction, nor at other than a regular or adjourned regular meeting.

C. Reading. Except upon request by any councilmember present that an ordinance be read in its entirety, all ordinances shall be read by title only.

D. Urgency Ordinance. An urgency ordinance is an ordinance for the immediate preservation of the public peace, health or safety of the city. It may be passed immediately upon introduction and either at a regular meeting or special meeting. It must declare the facts constituting the urgency and it shall be passed by four affirmative votes.

E. Publication. At least five days prior to the city council meeting at which a proposed ordinance or amendment or alteration thereto is to be adopted, a summary of the proposed ordinance or amendment shall be published in a newspaper of general circulation and a certified copy of the full text of the proposed ordinance or amendment shall be available in the office of the city clerk. The city clerk shall be responsible for preparing each summary. Within fifteen days after the adoption of the ordinance or amendment, the city clerk shall publish a summary of the ordinance or amendment with the names of those city council members voting for and against. The city clerk shall also make available in the office of the city clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment.

F. Effective Date. Ordinances take effect thirty days after their final passage. An ordinance takes effect immediately if it is an ordinance:

1. Relating to an election;
2. Of an urgent nature;
3. Relating to street improvement proceedings;
4. Relating to taxes for the usual and current expenses of the city;
5. Covered by particular provisions of law prescribing the manner of its passage and adoption. (Ord. 1034 § 3, 2017; Ord. 721 § 1, 1987; Ord. 601 § II(6), 1982; Ord. 382, 1970; prior code § 1-200(I-3))

2.02.390 Adoption of resolutions.

Resolutions may be adopted by motion on the date they are first presented to the council. It is not required that resolutions be read, either in full or by title only. (Ord. 382, 1970; prior code § 1-200(I-4))

2.02.400 Hearings – Application – Definition.

The procedural rules set forth in SMC 2.02.410 through 2.02.460 shall apply to all hearings before the city council. As used in this chapter, the term “hearing” includes all public hearings required by state law or city ordinance, and proceedings for the revocation, suspension or reinstatement of permits, licenses and franchises. (Ord. 715 § 1 (Exh. A(1)), 1987; Ord. 382, 1970; prior code § 1-200(J-1))

2.02.410 Hearings – Rights of interested persons.

On the date and at the time and place designated in the notice, the council shall afford any interested person or his authorized representative, or both, the opportunity to examine and cross-examine witnesses, to present documentary evidence, to present statements, arguments, or contentions orally and/or in writing, subject to the rules on addressing the council and rules hereinafter stated. (Ord. 382, 1970; prior code § 1-200(J-2))

2.02.420 Hearings – Presentation of evidence.

A. Oral Evidence. All oral statements which are relevant to the subject matter of the hearing may be considered by the council. Oral evidence may be taken on oath or affirmation, at the request of any interested party or his authorized representative.

B. Exhibits and Documents. Exhibits and documents used by the city staff and any persons participating in the hearing may be considered as evidence.

C. Communications and Petitions. All communications and petitions concerning the subject matter of the hearing shall be read aloud either in full or by synopsis thereof; provided, that a reading in full shall be had at the request of any councilmember. All such communications and petitions may be considered as evidence by the council.

D. Staff Reports. Whenever practicable, a written staff report shall be prepared and read aloud as part of the staff presentation. The report shall be considered as evidence.

E. Large Maps and Displays. Large maps and displays presented for use at the hearing shall, whenever practicable, be displayed in full view of the participants and the audience. The maps or displays, or authentic reductions thereof, may be considered as evidence.

F. Admissible Evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a decision unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded. (Ord. 382, 1970; prior code § 1-200(J-3))

2.02.430 Hearings – Evidence outside council chambers.

Any evidence taken outside the council chambers such as field trips, views of the premises and discussions with individuals shall not be considered by the council in reaching its decision except under the following circumstances:

A. When, during the hearing, the meeting is adjourned to a date, place and time certain for the specific purpose of taking visual or demonstrative evidence, such evidence may be considered; or

B. With the consent, either oral or written, of all interested persons, or their authorized representatives, appearing at the hearing, individual members of the council may take visual or demonstrative evidence outside the council chambers; provided, that the hearing shall be continued to a date and time certain and upon reconvening in chambers each councilmember shall orally report his observations of such outside evidence taken and he shall be subject to examination thereon by any interested person or his authorized representative. (Ord. 382, 1970; prior code § 1-200(J-4))

2.02.440 Hearings – Continuances.

Any hearing being held, or noticed or ordered to be held by the council, may, by minute action, be continued to any subsequent regular or adjourned meeting of the council; provided, that if the hearing is continued to a time less than twenty-four hours after the time specified in the order on notice of hearing, a copy of the order or notice of continuance shall be posted outside the council chamber forthwith following the meeting at which the order of continuance was made. (Ord. 382, 1970; prior code § 1-200(J-5))

2.02.450 Hearings – Decisions.

The council shall consider all evidence properly presented in accordance with the rules stated in this chapter and, unless otherwise provided by law, shall render a decision or determination on the matter within forty days of the close of the hearing. Said decisions or determination shall be by motion made and action taken thereon at a regular or adjourned meeting of the council. Any councilmember who was not present during the entire hearing or who, in the opinion of the city attorney, has a substantial conflict of interest in the matter, shall disqualify himself from discussing or voting on the matter. (Ord. 382, 1970; prior code § 1-200(J-6))

2.02.460 Hearings – Record.

A verbatim mechanical recording shall be made of the oral evidence presented at the hearing. Said recording, together with all documents, maps, exhibits and displays admitted into evidence, shall be retained by the city clerk in accordance with the record retention schedule. In lieu of retaining the recording, the city clerk may prepare a typewritten transcript thereof which shall be retained for the same period of time. The recording or transcript and

evidentiary documents shall be made available for public inspection and use at reasonable time and under such reasonable conditions as may be prescribed by the city clerk. (Ord. 1034 § 3, 2017; Ord. 382, 1970; prior code § 1-200(J-7))

Article II. General Regulations

2.02.470 Notification upon absence of member from city.

Any member of the city council who shall absent himself from the city for a period of seventy-two hours or more shall notify the mayor or mayor pro tem, city manager and secretary to the city council of a telephone number where said member may be contacted. (Ord. 585 § 1, 1981; prior code § 1-1002)

2.02.480 Disclosure of confidential communication prohibited.

A. It is unlawful for any person who is present at a duly held closed session of the city council to reveal or disclose any confidential communication or information discussed during such closed session; provided, however, that disclosure made with the authorization of the city council and to further the interests of the city council relative to matters which were the subject of a closed session shall be proper and lawful.

B. Violation of this section is an infraction, punishable by a fine of not more than fifty dollars for the first violation, of not more than one hundred dollars for the second violation within one year, and not more than two hundred fifty dollars for each additional violation within one year. (Ord. 589 § II(33), 1981; Ord. 584 § 1, 1981)

2.02.490 Compensation.

Each member of the city council shall receive a salary of twenty-four hundred dollars per month. In addition, the mayor shall receive a three hundred dollars per month automobile stipend. (Ord. 703 § 1, 1986)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
CLARIFYING, AMENDING, AND REVISING TITLE 2, PERSONNEL AND
ADMINISTRATION, OF THE SEASIDE MUNICIPAL CODE**

WHEREAS, the City desires to make technical, typographical, clarifications and modifications to the Seaside Municipal Code to better reflect the past practices and applications of the code; and

WHEREAS, the City has adopted Resolutions that have modified the interpretation and application of the code and these changes are being codified into the code; and

WHEREAS, on April 3, 2025 the City adopted Resolution 25-51 which created a specific Code of Conduct for the members of the Board and Commissions; and

WHEREAS, the City's wishes to better clarify the duties and composition of the Commissions and Committees of the City to ensure quorums are able to be achieved, and that the scopes, duties better reflect the City's current needs, including replacing quarterly reports with workplans and to ensure compliance with the Boards and Commissions Code of Conduct.

NOW THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. GENERAL PURPOSE AND FINDINGS

- A. The purpose of this Ordinance is to amend Title 2, Personnel and Administration of the Seaside Municipal Code to clarify, and amend Title 2.

SECTION 2. TEXT AMENDMENTS

New amendments to the existing code are shown in underline, while deletions are shown in strike out. All amendments are shown in Attachment A to this Ordinance. The following Chapters are hereby amended Chapter 2.14 through Chapter 2.37 all relating to Commission and Committees.

SECTION 3. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 4. SEVERABILITY

- A. If any provision of this Ordinance or the application thereof to any person or

circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a Regular meeting of the City Council of the City of Seaside, State of California, on the 17th day of April, 2025.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

DRAFT

Chapter 2.14

BOARDS AND COMMISSIONS AND COMMITTEES

Sections:

- 2.14.010 Definitions.
- 2.14.020 Uniform procedures established.
- 2.14.030 Advisory capacity.
- 2.14.040 Appointment of members.
- 2.14.050 Term of office.
- 2.14.060 Extension of terms.
- 2.14.070 Removal from office.
- 2.14.080 Meetings.
- 2.14.090 Vacancy declared.
- 2.14.100 Resignation.
- 2.14.110 Election of officers.
- 2.14.120 Quorum.
- 2.14.130 Service on only one commission.
- 2.14.140 Residency.
- 2.14.150 Staff support.
- 2.14.160 Recordkeeping and minutes.
- 2.14.170 Annual reports.
- 2.14.180 ~~Quarterly reports.~~ Work plan.
- 2.14.190 Compensation.
- 2.14.200 Open meetings.
- 2.14.210 Rules of order.
- 2.14.220 Oath of office.

2.14.010 Definitions.

“Advisory body” refers to “commission” and “committee” as defined in this section.

“Commission” refers to all permanent city commissions ~~and the board of architectural review.~~

“Committee” refers to permanent committees established by ordinance of the city council. (Ord. 773 § 1 (Exh. A), 1990)

2.14.020 Uniform procedures established.

The purpose and intent of this chapter is to establish uniform rules and procedures for council appointed advisory bodies. (Ord. 773 § 1 (Exh. A), 1990)

2.14.030 Advisory capacity.

All advisory bodies, as defined herein, shall act in an advisory capacity to the city council, except as otherwise provided by city ordinance or state law. (Ord. 773 § 1 (Exh. A), 1990)

2.14.040 Appointment of members.

The mayor, with the advice and consent of the city council, shall make appointments to ~~boards, commissions and committees in January.~~ The city council shall establish procedures for recommending applicants for appointment. Prior to consideration by the city council, each candidate for appointment to a board or commission shall be required to read, acknowledge, and agree to comply with the Boards and Commissions Code of Conduct, as adopted by resolution of the city council. A signed acknowledgment form confirming such agreement shall be submitted to the Office of the City Clerk as part of the application process. (Ord. 773 § 1 (Exh. A), 1990)

2.14.050 Term of office.

Appointed members shall hold office for the specified term of 4 years for the Planning Commission and 2 years for all other commissions, and until their successors are appointed and acting, except in the event of resignation or removal from office. Any member appointed to fill a vacancy prior to the expiration of the term for which his or her predecessor was appointed shall serve for the remainder of such term. Appointed members term begins on February 1 and ends January 31 of the designated year. (Ord. 773 § 1 (Exh. A), 1990)

2.14.060 Extension of terms.

When the terms of a majority of members on any advisory body expire simultaneously, one year prior to the expiration of terms, one majority member, to be determined by lot, shall serve for an additional year beyond the appointed term. (Ord. 773 § 1 (Exh. A), 1990)

2.14.070 Removal from office.

Any member of an advisory body may be removed from office upon a majority vote of the city council. (Ord. 870 § 2, 1997; Ord. 773 § 1 (Exh. A), 1990)

2.14.080 Meetings.

Commissions shall meet on an as-needed basis, as called by the chair or staff liaison, but not less than ~~quarterly~~ bi-monthly basis, on the day and time approved by resolution of the city council. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.14.090 Vacancy declared.

If any member of an advisory body fails to attend three consecutive regular meetings thereof without first having obtained permission for such absence in advance from the staff liaison ~~or chairperson~~ of the advisory body, or if any member fails to attend fifty percent of all such meetings during a six-month period, membership thereon may be terminated and a vacancy declared to exist. ~~The chairperson-staff liaison shall recommend to the city council to inform the city clerk that a vacancy be declared by written notice to the city clerk has been declared.~~ The city clerk shall place the matter on the city council agenda, and the city council may ~~either take action to declare that a vacancy exists, or take other action as is reasonable under the circumstances.~~ (Ord. 773 § 1 (Exh. A), 1990)

2.14.100 Resignation.

A member of an advisory body who intends to resign shall first file written notice thereof with the city clerk, addressed to the city council, ~~with a copy provided to the chairperson of the advisory body.~~ (Ord. 773 § 1 (Exh. A), 1990)

2.14.110 Election of officers.

Each advisory body shall elect a chair and vice chair. Election of officers shall occur annually ~~itsat~~ a regular February meeting. In the event of vacancies, temporary officers may be selected by majority vote to hold office until all seats are filled. An election shall then be scheduled for the next regular meeting. (Ord. 1034 § 3, 2017; Ord. 773 § 1 (Exh. A), 1990)

2.14.120 Quorum.

A majority of those members currently appointed to the advisory body shall constitute a quorum for the purpose of transacting business. The affirmative vote of a majority of those present is required to take any action. ~~A minimum of three members must be present in order to transact business.~~ (Ord. 811 § 1, 1992; Ord. 773 § 1 (Exh. A), 1990)

2.14.130 Service on only one commission.

An individual shall serve on only one city commission at a time. A current commissioner who seeks appointment to another city commission shall tender his/her notice of resignation with the application for appointment. The resignation will be effective upon the individual's appointment to the new commission. (Ord. 1034 § 3, 2017; Ord. 773 § 1 (Exh. A), 1990)

2.14.140 Residency.

All commission members shall be residents of the city. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.14.150 Staff support.

The city manager shall designate department heads or other staff members to regularly attend meetings of advisory bodies and to provide such technical support as may be required. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 773 § 1 (Exh. A), 1990)

2.14.160 Recordkeeping and minutes.

~~The staff liaison shall ensure that e~~Each advisory body shall keep and file with the city clerk a record of its proceedings, findings, determinations, resolutions and attendance. These records shall be available for public inspection. (Ord. 773 § 1 (Exh. A), 1990)

2.14.170 Annual reports ~~and work plan.~~

Each advisory body shall submit an annual report ~~to the city council by April~~ March 15th of each year. The report shall include a summary of the activities of the preceding year ~~and shall describe, where applicable, submit a work plan describing proposed projects or activities for the coming year.~~ (Ord. 773 § 1 (Exh. A), 1990)

~~2.14.180~~ 2.14.180 Quarterly reports. Work plan.

~~With the exception of councilmembers, who regularly report at council meetings, council appointees to boards and commissions of outside agencies shall make quarterly oral reports to the city council. (Ord. 773 § 1 (Exh. A), 1990)~~Each advisory body shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

2.14.190 Compensation.

Members of advisory bodies shall serve without compensation. Necessary expenses may be reimbursed if incurred by a member in his or her official capacity. (Ord. 773 § 1 (Exh. A), 1990)

2.14.200 Open meetings.

Advisory bodies of the city are subject to the provisions of the Ralph M. Brown Act. (Ord. 773 § 1 (Exh. A), 1990)

2.14.210 Rules of order.

Robert's Rules of Order, current edition, and the rules of procedure applicable to the city council, shall govern the proceedings of all city ~~boards,~~ commissions and committees. When in conflict, the rules of procedure shall take precedence over Robert's Rules of Order. (Ord. 773 § 1 (Exh. A), 1990)

2.14.220 Oath of office.

The mayor or city clerk shall administer the oath of office for newly appointed members of advisory bodies. (Ord. 1034 § 3, 2017; Ord. 773 § 1, 1990)

2.14.230 Compatibility of Offices

An appointed commissioner will automatically be ~~removed~~ placed on an excused leave of absence when they become a qualified candidate for the office of city council until the time that the general election is certified by adoption of a resolution by the city council. ~~if they become a candidate for the office of Seaside City Council.~~

Chapter 2.15

CITY COUNCIL LIAISONS

Sections:

~~2.15.010 — Purpose.~~

~~2.15.020 — Appointment.~~

~~2.15.030 — Role.~~

~~2.15.040 — Communication.~~

~~2.15.050 — Attendance.~~

~~2.15.010 — Purpose.~~

~~The purpose of this chapter is to honor advisory body deliberations, views and positions on issues, and enhance communications between the city council and advisory bodies. (Ord. 1055 § 2, 2018)~~

~~2.15.020 — Appointment.~~

~~Appointment as a council liaison is made on a volunteer basis with city council consensus. Council members shall make requests known to serve as a liaison to their fellow city council members at the city council meeting which precedes the city council meeting in which the appointment is agendized for city council consensus. (Ord. 1055 § 2, 2018)~~

~~2.15.030 — Role.~~

~~Council liaisons do not serve as ex officio members of the advisory bodies, and shall neither sit with the membership at meetings nor engage in prolonged debate or discussion at meetings. Council liaisons shall serve to gain a better understanding of the issues considered by the advisory body and communicate council goals, as they may apply. (Ord. 1055 § 2, 2018)~~

~~2.15.040 — Communication.~~

~~A council liaison shall not take part in the deliberations of the commission. The purpose of the liaison assignment is to facilitate communication and goodwill between the council and advisory body. The council liaison must remain vigilant to the need to maintain their position as an impartial decision maker consistent with due process expectations, such that any official decision which may originate in an advisory body may have a fair and impartial hearing if it comes before the city council. (Ord. 1055 § 2, 2018)~~

~~2.15.050 — Attendance.~~

~~Attendance is not mandatory but is encouraged to the extent the liaison is generally aware of advisory body practices and issues which come before it. (Ord. 1055 § 2, 2018)~~

Chapter 2.16

ART AND HISTORY COMMISSION

Sections:

2.16.010	Creation. ed.
2.16.011	Purpose and intent.
2.16.020	Composition and terms of office appointment procedure.
2.16.021	Term of office.
2.16.022	Filling of vacancies.
2.16.023	Removal from office.
2.16.030	Power and d Duties.
2.16.040	Staff support Responsibilities.
2.16.041	Meetings.
2.16.050	Art award program.
2.16.060	Contributions.
2.16.070	Annual report.
2.16.080	Work plan.

2.16.010 Creationed.

~~There is created an art and history commission~~ is hereby created to safeguard the city's cultural legacy, enrich public spaces, foster civic pride and promote education and economic development. ~~_____ for the city.~~ (Ord. 986 § 3, 2010)

2.16.011 Purpose and intent.

~~The purpose and intent of the art and history commission shall have the power, and it shall be the duty of the commission,~~ is to make recommendations to the city council and to advise the council in the following matters:

A. Protect the city's cultural resources by developing an historical inventory and, if deemed appropriate, a preservation plan. The inventory shall include, but not be limited to, assets, artifacts, manuscripts, areas, building, structures and sites which are historically, architecturally, archaeologically or culturally significant to the city. The inventory listing for each item should include its exact location, a statement of its significance to the community with appropriate documentation, a current photograph, and name of donor if available;

B. Recommend properties worthy to be certified as an historical or architectural landmark for listing on the National Register of Historic Places, state landmark or, if appropriate, a local register;

C. Record historical information received from interviews with seniors and other community resource persons;

D. Identify appropriate storage and display areas for historical artifacts;

E. Recommend a records management policy to preserve public records of historical value and earmark documents for archival collection;

F. Coordinate with the community development department any findings which might be of paleontological or historic value;

G. Prepare a summary of the history of the growth and development of the city;

H. Make recommendations for the integration of preservation goals and objectives into the Seaside general plan;

I. Suggest restoration or maintenance of historically significant properties owned by the city;

J. Place markers on inventoried properties in the community to increase community awareness of local history and development;

K. Work with local news media to help publicize the work and findings of the commission;

L. Make recommendations to the city council regarding public art and murals on city buildings, city property or funded by the city and responsible for approval of all public art and murals on non-city facilities, viewable by the public. (Ord. 1094 § 3, 2020; Ord. 986 § 3, 2010)

2.16.020 Composition and ~~terms of office~~ appointment procedure.

The art and history commission shall consist of ~~seven-five~~ regular members, appointed by the mayor and approved by the city council. The appointed members shall hold office for four years. (Ord. 986 § 3, 2010)

2.16.021 Term of office.

All appointments shall be for two-year terms. Terms are renewable at the discretion of the mayor and approved by the city council. An individual may not serve as chair more than four consecutive years. ~~To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 2003 § 2, 2021)

2.16.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the art and history commission for a minimum of one year.~~ (Ord. 2003 § 2, 2021)

2.16.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.16.030 Power and ~~d~~ Duties.

The art and history commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

- A. Pertaining to the encouragement of arts and crafts and historical activities;
- B. Pertaining to the promotion of programs of artistic merit within the city;
- C. Pertaining to the collection, promotion, display and preservation of Seaside's historical artifacts;
- D. Designate, protect, preserve, enhance and perpetuate those structures and areas of historical, architectural and engineering significance;
- E. Encourage the city systematic collection and preservation of Seaside's historic records and manuscripts.

F. To provide an annual ~~summary~~ report to the city council by March 15th of each year concerning all the activities of the commission during the preceding twelve-month period.

G. To provide a work plan to the City Council by April 15th of each year describing the commission's new and ongoing projects for the coming twelve-month period. (Ord. 986 § 3, 2010)

2.16.040 Staff support.

The ~~——~~ Recreation Director or ~~the~~ City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 2003 § 2, 2021)

2.16.040 Responsibilities.

The art and history commission shall:

A. Protect the city's cultural resources by developing an historical inventory and, if deemed appropriate, a preservation plan. The inventory shall include, but not be limited to, assets, artifacts, manuscripts, areas, building, structures and sites which are historically, architecturally, archaeologically or culturally significant to the city. The

~~inventory listing for each item should include its exact location, a statement of its significance to the community with appropriate documentation, a current photograph, and name of donor if available;~~

~~B. Recommend properties worthy to be certified as an historical or architectural landmark for listing on the National Register of Historic Places, state landmark or, if appropriate, a local register;~~

~~C. Record historical information received from interviews with seniors and other community resource persons;~~

~~D. Identify appropriate storage and display areas for historical artifacts;~~

~~E. Recommend a records management policy to preserve public records of historical value and earmark documents for archival collection;~~

~~F. Coordinate with the community development department any findings which might be of paleontological or historic value;~~

~~G. Prepare a summary of the history of the growth and development of the city;~~

~~H. Make recommendations for the integration of preservation goals and objectives into the Seaside general plan;~~

~~I. Suggest restoration or maintenance of historically significant properties owned by the city;~~

~~J. Place markers on inventoried properties in the community to increase community awareness of local history and development;~~

~~K. Work with local news media to help publicize the work and findings of the commission;~~

~~L. Make recommendations to the city council regarding public art and murals on city buildings, city property or funded by the city and responsible for approval of all public art and murals on non-city facilities, viewable by the public. (Ord. 1094 § 3, 2020; Ord. 986 § 3, 2010)~~

2.16.041 Meetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

2.16.050 Art award program.

The art and history commission may annually supervise and hold an award competition for arts and crafts of individual merit. (Ord. 986 § 3, 2010)

2.16.060 Contributions.

With the approval of the city council the commission may solicit and accept gifts, artifacts, manuscripts, and monetary contributions and bequests of funds from individuals and foundations for the purpose of furthering the commission's programs. The commission may seek financial support from state and other governmental bodies to protect, preserve and enhance the city's historic resources. (Ord. 986 § 3, 2010)

2.16.070 Annual report.

In addition to the requirements of SMC 2.14.170 the annual report shall contain an inventory of historical items. (Ord. 986 § 3, 2010)

2.16.080 Work plan.

Per the requirements of SMC 2.14.080, the art and history commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.17

COMMUNITY SAFETY ADVISORY COMMISSION

Sections:

- 2.17.010 Creation.
- 2.17.020 Purpose and intent.
- 2.17.030 Composition and appointment procedure.
- 2.17.040 Term of office.
- 2.17.050 Filling of vacancies.
- 2.17.060 Removal from office.
- 2.17.070 Power and duties.
- 2.17.080 Staff support.
- 2.17.090 Meetings.
- 2.17.091 Annual report.
- 2.17.092 Work plan.

2.17.010 Creation.

~~There is created a~~ community safety advisory commission (CSAC) ~~is hereby created to~~ provide transparency to the public on matters related to community safety and policing. The commission is not a review board of specific police actions, whether internal or external, but a forum for discussions regarding community safety concerns and leveraging the experience of persons outside of policing to improve the department and the community relations. (Ord. 2003 § 2, 2021)

2.17.020 Purpose and intent.

~~The purpose and intent of CSAC is to~~ provide a forum for police-community interaction, enhance public safety, and increase equity in community safety policies.

A. To address public safety and related issues concerning the Seaside police department's policies, procedures, practices, and community relation strategies in order to enhance our residents' quality of life.

B. To promote and encourage open communication and the building of a positive relationship with members of the community and those who have sworn to protect them.

C. Recognize that public safety through policing is a shared responsibility. (Ord. 2003 § 2, 2021)

2.17.030 Composition and appointment procedure.

CSAC shall be comprised of ~~up to eleven~~seven community members ~~nominated~~appointed by the mayor and approved by the city council. Community members who represent a range of interests and life experiences and diverse backgrounds, including, but not limited to, LGBTQ+, business, education, nonprofits, public relations, and faith community. At least one member ~~must~~should be between ~~fifteen~~sixteen and ~~eighteen~~twenty years old when appointed. All members must live in the city of Seaside. (Ord. 2003 § 2, 2021)

2.17.040 Term of office.

All appointments shall be for ~~three~~two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~No member shall serve more than two consecutive terms.~~ An individual may not serve as chair more than ~~two~~four consecutive years. ~~To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 2003 § 2, 2021)

2.17.050 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year.~~ (Ord. 2003 § 2, 2021)

2.17.060 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.17.070 Power and duties.

~~The community safety advisory commission~~CSAC shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

~~The power and duties of the commission shall be as follows:~~

- A. Adopt, by a two-thirds vote of its members, bylaws governing the conduct of its meetings and activities, the establishment of subcommittees, and such other rules as may be necessary for the performance of its duties; provided, that such bylaws shall specify that a quorum shall at all times consist of ~~at least six~~four members and that any amendment to the bylaws shall require an affirmative vote of two-thirds of its members.
- B. The commission shall act in an advisory capacity to and as a liaison between the community, the Seaside police department, and city council.
- C. The commission will have no input or discussion regarding specific employee personnel issues, nor be involved in department decision-making at any level.
- D. Assist in educating the community at large about the function and role of the Seaside police department.
- E. Act as a sounding board for the chief of police regarding community needs and concerns, as well as community response to proposed police programs, priorities, and policies.
- F. Apprise the chief of police directly of the recommendations for improved delivery of police services to the Seaside community. When required, the commission will make recommendations to the city council.
- G. In making its recommendations to the police chief, the commission shall not attempt to direct the method of implementation of any resulting changes to police department programs, policies, or procedures.
- H. Develop and make recommendations directed toward informing the community of its rights and responsibilities when in contact with law enforcement officers.
- I. Annually review the city's community policing philosophy and strategies for best practices. Review the policies and strategies that reinforce the importance of community engagement in public safety. For relationships with key stakeholders, such as churches, businesses, schools, and policies dealing with "least harm" resolutions, such as diversion programs or warnings and citations in lieu of arrest for minor infractions.
- J. Receive a biannual status report from the city's ~~F~~family and ~~C~~community ~~S~~support team program.
- K. The commission shall actively encourage and foster residents' participation in crime prevention activities.
- L. The committee may also discuss problems and strategies for appropriate problem solving in specific neighborhoods.
- M. To provide an annual summary report to the city council on the second regular city council meeting in April of each year concerning all the activities of the commission during the preceding twelve-month period and the current fiscal year "work plan."
- N. In the month of May produce a publicly available annual "~~C~~community ~~S~~safety ~~R~~report."
- O. The commission shall sponsor/cosponsor an annual citywide community safety summit/event, i.e., National Night Out.
- P. Each CSAC member is encouraged to attend the Public Safety Citizens' Academy or similar training.

Q. Each commission member is expected to contribute.

R. The commission shall not be entitled to receive, review, copy or investigate citizens' complaint(s) against individual police personnel.

If a citizen submits a complaint against individual police personnel directly to a member of the commission or the commission as a whole, the commission member or the commission, as the case may be, shall forward that complaint to the police department. The commission may not take any other action, including holding hearings or conducting investigations, with respect to said complaint. (Ord. 2003 § 2, 2021)

2.17.080 Staff support.

The Chief of Police or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 2003 § 2, 2021)

2.17.090 Meetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

2.17.091 Annual report.

CSAC shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.17.092 Work plan.

Per the requirements of SMC 2.14.080, CSAC shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.18

COMMISSION ON JOBS, OPPORTUNITIES, AND BUSINESS IN SEASIDE (C-JOBS)

Sections:

2.18.010	<u>Creationed.</u>
2.18.011	<u>Purpose and intent.</u>
2.18.020	<u>Composition and terms of officeappointment procedure.</u>
2.18.030	<u>Term of office.</u>
2.18.031	<u>Filling of vacancies.</u>
2.18.032	<u>Removal from office.</u>
2.18.040	<u>Power and dDuties.</u>
2.18.050	<u>Staff support.</u>
2.18.060	<u>Meetings.</u>
2.18.070	<u>Annual report.</u>
2.18.080	<u>Work plan.</u>

2.18.010 Creationed.

The economic development commission is hereby renamed the commission on jobs, opportunities, and business in Seaside (C-JOBS). (Ord. 1062 § 2, 2019)

2.18.011 Purpose and intent.

The purpose and intent of C-JOBS is to promote economic growth and development, provide space for local businesses and labor to advocate for their interests in the community, and recommend development projects that may assist in business growth or improvement of services.

2.18.020 Composition and terms of officeappointment procedure.

C-JOBS shall consist of ~~nine seven~~ five voting regular members appointed by the mayor and approved by the city council. ~~In addition, the mayor and mayor pro tem shall serve as ex officio, nonvoting members.~~

Composition of membership should include representatives from businesses and labor, commercial or industrial property owners, government or government-affiliated officials, or owners, officers or managing executives of a business or an industry located in the city, and/or residents at large.

~~Nonvoting~~ members of the commission shall be persons selected for their business knowledge and interest in economic development issues. ~~three~~ Four ~~five~~ members shall be owners or managers of businesses or commercial property located in a commercial district in Seaside. Any vacancy on the commission is filled the same manner as the original appointments. (Ord. 1062 § 2, 2019)

2.18.030 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice chair.~~ Five of the commission members shall be appointed for terms ending on January 31st in even-numbered years and four members for terms ending on January 31st in odd-numbered years. (Ord. 1062 § 2, 2019)

2.18.031 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the community safety advisory commission~~ CJOBS for a minimum of one year. (Ord. 2003 § 2, 2021)

2.18.032 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a

member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.18.040 Power and duties.

The C-JOBS commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

~~C-JOBS shall~~ A. Provide recommendations to the city council on policies, programs, and projects which may encourage investment, increase job creation, improve workforce training and other opportunities, or otherwise expand business opportunities in Seaside.

B. The primary advisory functions are generally divided into four advisory services categories: economic and business development, business communication, business attraction, and business retention and expansion.

C. While C-JOBS shall not have purview over land use, zoning or architectural matters under the responsibility of the planning commission, board of architectural review or zoning administrator, it may advocate for and recommend economic development projects to the city council as it shall determine. (Ord. 1062 § 2, 2019)

2.18.050 Staff support.

~~The city manager or Economic Development Director or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor.~~ (Ord. 1062 § 2, 2019)

2.18.060 Meetings.

~~The commission on jobs, opportunities, and business in Seaside shall meet on an as-needed basis, but not less than quarterly, not less than on a bi-monthly basis, or when called by the chair. The commission will produce and present to the council an annual report titled Jobs, Opportunities, and Business in Seaside (JOBS) discussing the economic climate in Seaside, with any recommendations. (Ord. 1062 § 2, 2019)~~

2.18.070 Annual report.

C-JOBS shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a description of the economic climate in Seaside.

2.18.080 Work plan.

Per the requirements of SMC 2.14.080, C-JOBS shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.19

ENVIRONMENTAL COMMISSION

Sections:

- 2.19.010 Creationed.
- 2.19.011 Purpose and intent.
- 2.19.020 Composition and ~~terms of office~~appointment procedure.
- 2.19.021 Term of office.
- 2.19.022 Filling of vacancies.
- 2.19.023 Removal from office.
- 2.19.030 Power and ~~d~~Duties.
- 2.19.031 Staff support.
- 2.19.040 ~~Objectives~~Meetings.
- 2.19.050 Annual report
- 2.19.060 Work plan.

2.19.010 Creationed.

The environmental committee is hereby created to investigate and advocates for sound environmental policy and action in the areas of air quality, water quality, energy and waste management, flora and fauna protection and community planning. (Ord. 1067 § 3, 2019)

2.19.011 Purpose and intent.

The purpose and intent of the environmental commission is to monitor the city's progress in complying with principles established in Resolution 17-47 to protect local wildlife, improve quality of life in the community, and promote consideration of environmental justice in the planning of city projects.

A. The environmental committee shall meet not less than on a bi-monthly basis.

B. The environmental committee shall monitor the city's progress in complying with principles established in Resolution 17-47.

C. The environmental committee shall prepare an annual recommended work plan to the city council by April 15. (Ord. 1067 § 3, 2019)

2.19.020 Composition and ~~terms of office~~appointment procedure.

The environmental committee shall have nine-five voting regular members, appointed by the mayor and approved by the city council for a term of three two years. Residents of Seaside or professionals, scholars or students in any related field of the environmental sciences are eligible to serve as members. At least one one high school student residing in Seaside and at least one student at CSUMB or MPC student that attends Seaside High School. California State University Monterey Bay, or Monterey Peninsula College shall be appointed as a regular full-voting member. A city council member shall be appointed by the city council as a nonvoting member. (Ord. 1067 § 3, 2019)

2.19.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice chair. (Ord. 1062 § 2, 2019)

2.19.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have

~~served as vice chair immediately before selection to chairperson and must have served on the Environmental Commission community safety advisory commission~~ for a minimum of one year. (Ord. 2003 § 2, 2021)

2.19.023 Removal from office.

~~Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)~~

2.19.030 Power and dDuties.

~~The environmental commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:~~

~~The environmental committee shall conduct public meetings and prepare recommendations to the city council on matters regarding the environment to include without limitation unless otherwise noted:~~

A. Review and comment on city ordinances, policies and programs and state mandates related to environmental regulations, risks and pollution abatement, clean water, air and energy, flora, fauna and biome protection and community planning topics expressly beyond the realm of the planning commission.

~~B. — Serve in advisory capacity to the city council, commissions, committees, and boards on related issues.~~

~~BC. Identify strategic environmental goals for the city and estimate resources needed to accomplish these goals;— investigate funding to implement programs to benefit the community.~~

~~CD. Develop policies and plans for increasing environmental awareness in cooperation with other public and private agencies to include school districts. (Ord. 1067 § 3, 2019)~~

2.19.031 Staff support.

~~The —Community Planning Manager or the City Manager’s—their designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission’s legal advisor. (Ord. 1062 § 2, 2019)~~

2.19.040 ObjectivesMeetings.

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

~~A. — The environmental committee shall meet not less than six times per year.~~

~~B. — The environmental committee shall monitor the city’s progress in complying with principles established in Resolution 17-47.~~

~~C. — The environmental committee shall prepare an annual recommended work plan to the city council not later than three months in advance of each fiscal year. (Ord. 1067 § 3, 2019)~~

2.19.050 Annual report.

~~The environmental commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a review of the city’s effectiveness in complying with the principles established in Resolution 17-47.~~

2.19.060 Work plan.

~~Per the requirements of SMC 2.14.080, the environmental commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.~~

Chapter 2.20

HOMELESS COMMISSION

Sections:

2.20.010	<u>Creationed.</u>
2.20.011	<u>Purpose and intent.</u>
2.20.020	<u>Composition and terms of officeappointment procedure.</u>
2.20.021	<u>Term of office.</u>
2.20.022	<u>Filling of vacancies.</u>
2.20.023	<u>Removal from office.</u>
2.20.030	<u>Power and dDuties.</u>
2.20.031	<u>Staff support.</u>
2.20.040	<u>ObjectivesMeetings.</u>
2.20.050	<u>Annual report.</u>
2.20.060	<u>Work plan.</u>

2.20.010 Creationed.

The homeless committee is hereby created to plan, advocate, support and collaborate with those affected by homelessness. (Ord. 1067 § 3, 2019)

2.20.011 Purpose and intent.

The purpose and intent of the homeless commission is to ~~shall~~:

A. Hold public meetings on matters related to homelessness;

B. Investigate best and contemporary practices with regard to eliminating and preventing homelessness;

C. Serve in advisory capacity to the city council on related issues;

~~D. — Prepare an annual report to the city council on progress and effectiveness of various programs and policies.~~
(Ord. 1067 § 3, 2019)

2.20.020 Composition and ~~appointment procedure~~terms of office.

The homeless commission shall consist of ~~seven-five appointed voting regular members~~ appointed by the mayor and approved by the city council ~~and one nonvoting city council member, all appointed by the city council. Voting members shall hold office for three years.~~ (Ord. 1067 § 3, 2019)

2.20.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 1062 § 2, 2019)

2.20.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the~~ homeless commission ~~community safety advisory commission~~ for a minimum of one year. (Ord. 2003 § 2, 2021)

2.20.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.20.030 Power and Duties.

The homeless commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

A. Review and comment on city ordinances, programs and policies and state mandates related to housing, CDBG grants and programs, and other poverty mitigation programs;

B. Monitor ~~and assist~~ the city's progress in implementing needed homeless services ~~and facilities~~;

C. Develop policy recommendations and processes to measure the effectiveness of new and existing policies in ending and preventing homelessness and coordinate with the ~~CDAC~~ Community Development Advisory Commission for their required reporting in the HUD mandated annual action report;

~~D. Identify strategic goals for the city and estimate resources needed to accomplish these goals; investigate funding to implement programs to that benefit the homeless community;~~

~~D.E.~~ Identify partnerships with county, city and other community program providers that can be leveraged to achieve the goals of ending or preventing homelessness in the city of Seaside. (Ord. 1067 § 3, 2019)

2.20.031 Staff support.

~~The — Family and Community Support Practitioner or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)~~

2.20.040 Objectives Meetings.

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

~~The homeless commission shall:~~

~~A. — Hold public meetings on matters related to homelessness;~~

~~B. — Investigate best and contemporary practices with regard to eliminating and preventing homelessness;~~

~~C. — Serve in advisory capacity to the city council, commissions, committees, and boards on related issues;~~

~~D. — Prepare an annual report to the city council on progress and effectiveness of various programs and policies. (Ord. 1067 § 3, 2019)~~

2.20.050 Annual report.

~~The homeless commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a description of the status of homelessness and the homeless population in the community.~~

2.20.060 Work plan.

~~Per the requirements of SMC 2.14.080, the homeless commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.~~

Chapter 2.24

NEIGHBORHOOD IMPROVEMENT COMMISSION

Sections:

2.24.010	<u>Creationed.</u>
2.24.011	<u>Purpose and intent.</u>
2.24.020	<u>Composition and terms of office appointment procedure.</u>
2.24.021	<u>Term of office.</u>
2.24.022	<u>Filling of vacancies.</u>
2.24.023	<u>Removal from office.</u>
2.24.030	<u>Power and duties.</u>
2.24.031	<u>Staff support.</u>
2.24.040	<u>ObjectivesMeetings.</u>
2.24.050	<u>Annual report.</u>
2.24.060	<u>Work plan.</u>

2.24.010 Creationed.

~~There is created a neighborhood improvement commission~~ is hereby created to oversee community beautification and revitalization projects in neighborhoods parks, residences, and public spaces. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.011 Purpose and intent.

~~The purpose and intent of the neighborhood improvement commission shall~~ is to:

A. Work toward the establishment of neighborhood block organizations to encourage citizens to beautify and upgrade their property and landscaping, to remove items that adversely influence property values;

B. To encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the city;

C. To make recommendations to the city council on ways to improve the appearance of the city and ~~to elicit voluntary cooperation to beautify and minimize vandalism in the city;~~

D. To work with service clubs and civic organizations, as appropriate, to help clean up the city and to promote and implement programs which help achieve this goal.

E. Also, to work towards the establishment of neighborhood block organizations to help encourage beautification and reduce vandalism in the neighborhoods;

~~E. To encourage citizens and merchants to decorate their homes and businesses with Christmas decorations during the holiday season and to appropriately display the United States flag on national holidays;~~

F. To conduct administrative hearings pursuant to Chapter 8.30 SMC relating to property maintenance. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.020 Composition and appointment procedure.

~~The commission shall consist of nine~~ seven regular members appointed by the mayor and approved by the city council. The appointed members shall hold office for three years. (Ord. 1067 § 2, 2019; Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 1062 § 2, 2019)

2.24.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson NIC. and must have served on the community safety advisory commission for a minimum of one year.~~ (Ord. 2003 § 2, 2021)

the NIC chairperson must have served on the commission for a minimum of one year

2.24.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.24.030 Power and dDuties.

The neighborhood improvement commission shall have the power be entrusted, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in matters pertaining to general improvement of the neighborhoods within the city. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.031 Staff support.

The ~~Chief Building Official or the City Manager's designee~~ shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

2.24.040 ObjectivesMeetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

The objectives of the commission shall be as follows:

A. Beautification. To encourage citizens to beautify and upgrade their property and landscaping, and to remove items that adversely influence property values;

B. Code Enforcement. To encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the city;

C. Recommendations. To make recommendations to the city council on ways to improve the appearance of the city and to elicit voluntary cooperation to beautify and minimize vandalism in the city;

D. Community Organizations. To work with service clubs and civic organizations, as appropriate, to help clean up the city and to promote and implement programs which help achieve this goal. Also, to work towards the establishment of neighborhood block organizations to help encourage beautification and reduce vandalism in the neighborhoods;

E. Holiday Decorations. To encourage citizens and merchants to decorate their homes and businesses with Christmas decorations during the holiday season and to appropriately display the United States flag on national holidays;

F. Conduct Hearings. To conduct administrative hearings pursuant to Chapter 8.30 SMC relating to property maintenance. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.050 Annual report.

The neighborhood improvement commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.24.060 Work plan.

Per the requirements of SMC 2.14.080, the neighborhood improvement commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.26

PLANNING COMMISSION

Sections:

- 2.26.010 Creationed.
- 2.26.020 Composition and terms of office.
- 2.26.030 Powers and duties.
- 2.26.040 Staff support.

2.26.010 Creationed.

There is created a planning commission of the city pursuant to California Government Code Section 65101 et seq. (Ord. 773 § 1 (Exh. A), 1990)

2.26.020 Composition and terms of office.

The planning commission shall consist of seven members ~~regularly. There is an allowable temporary increase to ten members to allow for the existing board of architectural review members to be added to the planning commission. Through attrition, the number will be no more than seven members. The appointed members shall hold office for four years. Members shall be appointed, with the approval of the City Council, to hold office for four years.~~ (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.26.030 Powers and duties.

The planning commission shall have all the powers and perform duties as provided in Government Code Section 65103. It shall be the function and duty of the planning commission to prepare, periodically review and revise, as necessary, the general plan of the city and to implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances. The planning commission will also act as the board of architectural review, as it pertains to all references in SMC 17.70.070. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.26.040 Staff support.

The ~~Community Planning Manager~~ or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

Chapter 2.28

RECREATION PARKS AND PARK RECREATION COMMISSION

Sections:

- 2.28.010 Creationed.
- 2.28.011 Purpose and intent.
- 2.28.020 Composition and terms of office~~appointment procedure.~~
- 2.28.021 Term of office.
- 2.28.022 Filling of vacancies.
- 2.28.023 Removal from office.
- 2.28.030 Power and d~~Duties.~~
- 2.28.040 Staff support.
- 2.28.050 Meetings.
- 2.28.060 Annual report.
- 2.28.070 Work plan.

2.28.010 Creationed.

~~There is created a recreation and park-~~ parks and recreation commission is hereby created to develop and improve community services and promote community engagement through various projects, events, and programs. (Ord. 773 § 1 (Exh. A), 1990)

2.28.011 Purpose and intent.

The purpose and intent of the parks and recreation commission is to aid in the development and maintenance of public facilities, community programs and projects, and plan events that will deepen communal relations across many demographics.

2.28.020 Composition and terms of office~~appointment procedure.~~

~~The recreation and park~~parks and recreation commission shall consist of nine-seven regular members appointed by the mayor and approved by the city council. The appointed members of the commission shall hold office for three years. (Ord. 1067 § 2, 2019; Ord. 971 § 2, 2008; Ord. 887 § 2, 2000; Ord. 773 § 1 (Exh. A), 1990)

2.28.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council.~~ An individual may not serve as chair more than four consecutive years. ~~To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 1062 § 2, 2019)

2.28.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment,~~ the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the Parks and Recreation Commission ~~community safety advisory commission~~ for a minimum of one year. (Ord. 2003 § 2, 2021)

2.28.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.28.030 Power and d~~Duties.~~

~~The duties of the recreation and park~~parks and recreation commission shall have the power to, and it shall be its duty to be to:

A. Act in an advisory capacity to the city council, recreation and the public works directors of community services, the boards of trustees of the school districts and the director of community services in all matters pertaining to parks

and public recreation, and to cooperate with other governmental agencies and civic groups in the advancement of sound park and recreation planning and programming;

~~B. Recommend policies on recreational services and facilities to the director of community services and the city council;~~

~~BC. Consult with the Recreation Ddirector of community services on matters relating to the administration and development of recreation areas, facilities, programs and improved recreation services;~~

~~CD. Make periodic inventories of recreation services that exist or may be needed and interpret the needs of the public to the city council and create annual reports with relevant updates, the school boards of trustees and to the director of community services;~~

~~E. Aid in coordinating recreation services with the programs of other public agencies and voluntary organizations;~~

~~DE. Advise the Recreation-Public Works Ddirector of community services in the preparation of the annual budget and a long-range recreation capital improvement program;~~

~~G. Advise the city council on matters regarding trees, urban forestation endeavors and related resources;~~

~~EH. Develop, keep current, and aid in the facilitation of a long-term plan for the development, conservation and care of urban forest resources in consultation with the public works director;~~

~~I. In collaboration with the city's contractor, develop and review annually the long-range plan for urban forestation, and inform residents regarding tree planting, tree care, and the city's forestry program. (Ord. 938, 2004; Ord. 773 § 1 (Exh. A), 1990)~~

~~I. Develop and review annually a long-range plan for urban forestation;~~

~~J. Review, in cooperation with the city forester, annual plans for urban forestry programs;~~

~~K. Coordinate or conduct planned projects for the advancement of the urban forest;~~

~~L. In collaboration with the city forester, inform residents regarding tree planning, tree care, and forestry programs(Ord. 938, 2004; Ord. 773 § 1 (Exh. A), 1990)~~

2.28.040 Staff support.

~~The Rrecreation Director director and the Ppublic Wworks Ddirector, or the City Manager's designee, shall serve as staff liaisons to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)~~

2.28.050 Meetings.

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

2.28.060 Annual report.

~~The parks and recreation commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.~~

2.28.070 Work plan.

~~Per the requirements of SMC 2.14.080, the parks and recreation commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.~~

Chapter 2.32

YOUTH COMMISSION

Sections:

2.32.010 Creationed.
2.32.011 Purpose and intent.
2.32.020 Composition and ~~terms of office~~appointment procedure.

2.32.040 Power and dDuties.
2.32.050 Staff support.
2.32.060 Meetings.

2.32.010 Creationed.

There is created a youth commission for the city is hereby created to provide a space for the community's youth population to express their needs and desires in a productive manner, and connect with each other and the broader community. (Ord. 773 § 1 (Exh. A), 1990)

2.32.011 Purpose and intent.

The purpose and intent of the youth commission is to:

- A. Promote civic awareness and engagement among the youth population.
- B. Promote programs and procedures to ensure the health and satisfaction of the youth population.
- A- C. Liaise between the police and other city departments to ensure a productive relationship of mutual understanding.

2.32.020 Composition and ~~terms of office~~appointment procedure.

The commission shall consist of ~~eleven~~seven ~~nine~~ members consisting of:

A. Any resident of Seaside in grade ~~six~~seven ~~nine~~ or higher, and under the age of twenty-one, is eligible to serve on the youth commission. A minimum of one commissioner shall be appointed by the city council from each of the following schools: Seaside High School, Monterey High School, ~~King Middle School, Walter Colton Middle School,~~ Central Coast High School, and Cypress High School. The remaining members shall be at large.

B. At-large members shall be citizens of Seaside, and may be students at Monterey Peninsula College, or any of the schools identified in this section. Affiliation with a school is not a prerequisite for appointment as an at-large member.

C. Nomination of student candidates to the youth commission shall be made by the president of the student body of the school represented. The president may nominate him/herself, or any other member of the elected student body, provided said candidate is otherwise qualified to serve. If there are no student body representatives able or willing to serve on the commission, the president of the student body may nominate any qualified student for appointment.

The appointed members of the commission shall hold office for one year. The commission shall also include one nonvoting adult over the age of twenty-one years who shall act in a supporting capacity to the commission to facilitate the meetings and activities of the commission. (Ord. 787 § 1, 1991; Ord. 773 § 1 (Exh. A), 1990)

2.32.040 Power and dDuties.

The duties of the youth commission shall be to:

A. Advise and consult with the mayor, city council, and all city advisory bodies and city officials on matters pertinent to youth and the city;

- B. Inform youth in the community of governmental activities, decisions and civic actions;
- C. Ensure, to the extent possible, that the various needs of the youth in the community are satisfied;
- D. Establish and maintain a positive relationship between police and youth by promoting better understanding of police duties and functions of the law enforcement process within the youth community;
- E. Provide an easily accessible channel of communication between police and youth so that complaints may be heard and acted upon;
- F. Conduct workshops, seminars and rap sessions concerning the need for better understanding between individuals;
- G. Take appropriate measures to ensure the participation of all youth of the city so that a more humane society may evolve in the future. (Ord. 773 § 1 (Exh. A), 1990)

Chapter 2.34

SPECIAL LICENSE AND PERMIT ~~BOARD~~COMMISSION

Sections:

- 2.34.010 Established – Composition.
- 2.34.020 Duties.
- 2.34.030 Rules and regulations.
- 2.34.040 License or permit – Issuance and denial.
- 2.34.050 License or permit – Revocation – Hearing procedure.
- 2.34.060 License or permit – Appeals.

2.34.010 Established – Composition.

There is established a special license and permit ~~board~~commission, consisting of the city manager, police chief, fire chief, chief building ~~official inspector~~ and the planning director, or their designees ~~ates~~. (Ord. 603 § 2, 1982; prior code § 5-303)

2.34.020 Duties.

The ~~board~~commission shall promptly review all applications for licenses or permits which are expressly provided for under other provisions of this code. The ~~board~~commission shall cause an investigation to be made with respect to each application received by it for the purpose of determining whether or not the standards applicable to the license or permit sought have been met. The ~~board~~commission may approve a license or permit subject to reasonable conditions necessary to protect the health, safety, peace, morals, and general welfare of the public. (Ord. 603 § 2, 1982; prior code § 5-304)

2.34.030 Rules and regulations.

The ~~board~~commission shall adopt rules governing procedure relating to its meetings and hearings on revocations of licenses or permits. The ~~board~~commission may also adopt regulations setting forth standard conditions applicable to specific types of licenses or permits which are necessary to protect the health, safety, peace, morals and general welfare of the public. (Ord. 603 § 2, 1982; prior code § 5-305)

2.34.040 License or permit – Issuance and denial.

The ~~board~~commission, upon a finding of a majority of its members that the standards governing issuance of a specific license or permit have been met, shall promptly issue the license or permit to the applicant, subject to reasonable conditions necessary to protect the health, peace, safety, morals, and general welfare of the public. Otherwise, the license or permit shall be denied and written notice thereof shall promptly be transmitted to the applicant. (Ord. 603 § 2, 1982; prior code § 5-306)

2.34.050 License or permit – Revocation – Hearing procedure.

A. Any license or permit issued under this chapter may be revoked by the ~~board~~commission at any time upon a finding of a majority of its members that any conditions of the license or permit have been violated or that any ground exists which would have been a ground for denial of the original license or permit or that the permittee or licensee has knowingly made a material misrepresentation in his application.

B. Prior to revocation of any license or permit, the board shall hold a hearing thereon.

C. Written notice of the hearing shall be transmitted to the licensee or permittee at least five days in advance thereof, and shall state the grounds upon which the proposed revocation is based. The licensee or permittee may present evidence at the hearing and may be represented by counsel.

D. If it appears at the hearing that the alleged violation is correctable, the board shall continue the license or permit, subject to appropriate conditions.

E. Within ten days following the hearing, the board shall notify the licensee or permittee in writing of its decision. (Ord. 603 § 2, 1982; prior code § 5-307)

2.34.060 License or permit – Appeals.

A. An applicant for, or licensee or permittee, may appeal any ~~board~~-commission decision by filing a written appeal along with a fee in accordance with the fee schedule on file in the City Hall with the city clerk not later than five days following receipt of written notice of the board's decision.

B. The city clerk shall schedule the appeal for the next meeting of the city council.

C. The city council shall hear the appeal. The evidence presented shall be restricted to that presented to the board, unless the city council, by motion, holds a de novo hearing. (Ord. 603 § 2, 1982; prior code § 5-308)

Chapter 2.37

~~TRANSPORTATION~~ TRAFFIC ADVISORY COMMITTEE

Sections:

- 2.37.010 ~~Established—Composition, Creation.~~
- 2.37.011 ~~Purpose and intent.~~
- 2.37.012 ~~Composition and appointment procedure.~~
- 2.37.020 ~~Term of office.~~
- 2.37.021 ~~Filling of vacancies.~~
- 2.37.023 ~~Removal from office.~~
- 2.37.030 ~~Quorum and mMeetings.~~
- 2.37.040 ~~Power and dDuties.~~
- 2.37.050 ~~Staff support.~~
- 2.37.060 ~~Annual report.~~
- 2.37.070 ~~Work plan.~~

2.37.010 ~~Established—Composition, Creation.~~

~~There is established a traffic advisory committee is hereby created to ensure the regulation of traffic laws and respond to traffic concerns brought forward by the public, to serve without compensation, consisting of one councilmember, who shall be the chairman, the director of public works, who shall be the vice-chairman, the chief of police, the director of community development, and the fire chief, or their designees. (Ord. 746 § 1, 1988)~~

2.37.011 ~~Purpose and intent.~~

~~The purpose and intent of the traffic advisory committee is to provide a space for the public to express traffic concerns and complaints, regulate compliance with traffic laws, and ensure street and highway safety.~~

2.37.012 ~~Composition and appointment procedure.~~

~~The commission shall be comprised of four members serve without compensation, consisting of one councilmember, who shall be the chairman, the director of public works, who shall be the vice-chairman, the chief of police, community development planning manager the director of community development, the fire chief and the fire chief, or their designees. (Ord. 746 § 1, 1988)~~

2.37.020 ~~Term of office.~~

~~A. The councilmember shall be appointed for a two-year term by the mayor with the advice and consent of the city council.~~

~~B. The terms of the director of public works, chief of police, director of community development and fire chief shall be for the duration of, and concurrent with, their respective service in office. (Ord. 746 § 1, 1988)~~

2.37.021 ~~Filling of vacancies.~~

~~Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)~~

2.37.022 ~~Removal from office.~~

~~Commission members may be removed for any or no reason, at any time by the City Manager, except for the councilmember, who may be removed by majority vote of the city council. (Ord. 2003 § 2, 2021)~~

2.37.030 ~~Quorum and mMeetings.~~

~~Three members shall constitute a quorum. Failure to achieve a majority vote of members present shall constitute a denial of the proposed action. Meetings shall be held at the call of the chairman or at such times as the committee may determine. All committee meetings shall be open to the public, and minutes thereof shall be maintained. The commission shall meet not less than bi-monthly, or when called by the chair. (Ord. 746 § 1, 1988)~~

2.37.040 Power and duties.

The traffic advisory committee shall have the power to, and it shall be its duty to:

A. Be considered advisory to the city council, redevelopment agency, planning commission, or appropriate city departments. The committee is authorized and it shall have the duty:

B. To review all requests for traffic safety regulatory or control devices, signs and markings, and to make studies and recommendations to the city council, planning commission or appropriate city department, with respect to all matters pertaining to traffic regulation, traffic circulation and traffic safety including traffic laws, parking and speed regulations, crosswalks, stop signs, traffic control devices and signals, street lights, school crossings, signing, pavement marking and other related matters;

C. To study any unsafe or malfunctioning traffic condition and to recommend solutions to such conditions;

D. To assist the staff, planning commission, redevelopment agency and city council in short- and long-range transportation planning within the city, including review of and recommendations concerning streets and highways master planning, capital improvement projects and related matters;

E. To review and answer complaints concerning traffic safety conditions;

F. To perform such other functions as the city council may request from time to time. (Ord. 746 § 1, 1988)

2.37.050 Staff support.

The Public Works Director and City Engineer, or the City Manager's designee, shall serve as the staff liaisons for the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

2.37.060 Annual report.

The traffic advisory commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.37.070 Work plan.

Per the requirements of SMC 2.14.080, the traffic advisory commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Nick Borges, Police Chief
Matthew Doza, Sergeant

DATE: April 17, 2025

**SUBJECT: ANNUAL REPORT AB 481 REGARDING THE POLICE
DEPARTMENTS ACQUISITION AND USE OF MILITARY
EQUIPMENT**

RECOMMENDATION

Approve the use of current equipment defined in AB481.

BACKGROUND

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

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

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

FISCAL IMPACT

ATTACHMENTS

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

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Military Equipment

710.1 PURPOSE AND SCOPE

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

710.1.1 DEFINITIONS

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

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

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

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

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

Seaside Police Department

Policy Manual

Military Equipment

710.2 POLICY

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

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

710.3 MILITARY EQUIPMENT COORDINATOR

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

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

710.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

Military Equipment

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

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

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

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

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

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

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

710.5 APPROVAL

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

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

710.6 COORDINATION WITH OTHER JURISDICTIONS

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

Seaside Police Department

Policy Manual

Military Equipment

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

710.7 ANNUAL REPORT

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

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

710.8 COMMUNITY ENGAGEMENT

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

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

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

Email: mdoza@ci.seaside.ca.us

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

By phone: (831) 899-6748

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

Attachments

SSPD AB 481 List.pdf

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

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

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

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

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

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

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

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

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

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

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

MPRSRU AB 481.pdf

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

MPRSRU 2 AB 481.pdf

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

MPRSRU 3 AB 481.pdf

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

MPRSRU 4 AB 481.pdf

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

MPRSRU 5 AB 481.pdf

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

MPRSRU 6 AB 481.pdf

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

ORDINANCE XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

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

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

WHEREAS, On April 21, 2022, City Council approved the ordinance as a governing body; and

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

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

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

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

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

SECTION 1. FINDINGS.

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

1. The military equipment identified in Seaside Police Policy 710 is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. Seaside Police Department Policy 710 will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The military equipment identified in Seaside Police Department Policy 710 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 2. CEQA.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

proposed text repeal and text amendments.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of the State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the ____ day of _____ 2023, and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held the ____ day of _____ 2023, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Assembly Bill No. 481

CHAPTER 406

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

This bill would make legislative findings to that effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) A sheriff’s department.

(3) A district attorney’s office.

(4) A county probation department.

(c) “Military equipment” means the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andreas Baer, Senior Engineer

DATE: April 17, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AMENDMENT OF THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES OF THE CAMPUS TOWN PHASE I DEMOLITION DESIGN PROJECT (AG 2021-040) ADDING PHASE IB WORK IN THE AMOUNT OF \$215,254.00 TO BE PAID FOR BY THE FORT ORD REUSE AUTHORITY BONDS

RECOMMENDATION

Authorize the amendment of the professional services agreement with Harris & Associates.

BACKGROUND

On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a development agreement (Agreement) with KB Bakewell Seaside Venture II, LLC (Developer) for the development of approximately 122 acres of land on the former Fort Ord, a project more commonly known as Campus Town. Pursuant to section 11 of the Agreement, the City is responsible for remediating the property to be free of hazardous materials preparing the site to residential standards at no cost to the Developer. The City is also obligated to deconstruct, demolish and remove buildings, structures and improvements located within the boundaries of the development.

In February 2021 staff solicited a proposal for demolition design and CEQA (California Environmental Quality Act) compliance support services from Harris & Associates for Phase 1 of the Campus Town development. The Consultant provided a proposal on March 15, 2021 in the amount of \$265,295.

The City Council approved Resolution NO. 21-12 awarding a professional services agreement AG2021-040 to Harris and Associates to prepare demolition plans and

specifications. The design was split into Phase 1A and Phase 1B. Phase 1A design and demolition work has been completed. Phase 1B design was completed including an expanded scope previously considered part of Phase 2. Additional funding were not granted for the expanded Phase 1B scope.

December 5th, 2024 the design was completed for Phase 1B and bids were opened on January 23rd, 2025. The City received a formal bid protest from Brannon Corporation Inc. After review of the bid protest, staff recommended rejecting any and all bids and re-designing the project to include additional scope. Staff believes expanding the scope to include the additional demolition of the same character as already included in Phase 1B will gain the highest economies of scale, and will open up the largest amount of redevelopment land at the lowest price. The additional scope includes work on parcel 031-151-040-000 containing the church north of Colonel Durham St. and parking lots up to the Youth Hostel. Adding this work will reduce the Phase II design work and demolition substantially. The remaining demolition will be building-focused and will include the Youth Hostel, and the group of 8 remaining large three-story concrete building between Gigling Rd., Colonel Durham St. 6th Ave and 7th Ave.

Harris submitted a proposal dated April 4, 2025 in the amount of \$215,000 as an amendment to the original Phase 1 Design and Environmental Services agreement. The proposal is a not-to-exceed number based on time and materials such that the City is only invoiced for actual work completed. Staff reviewed the proposal and determined the scope to be in conformance with the requirements of the original contract and the original Request for Proposal (RFP), and that awarding this additional work now will shift the cost from the Phase II demolition work. It is recommended the Council authorize an amendment to the professional services agreement with Harris awarding this additional scope of work. Harris is currently on the City's pre-qualified on-call list for engineering services.

ENVIRONMENTAL

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is a project as defined by the California Environmental Quality Act (CEQA). Specifically, the remediation and demolition activities for the construction of the Campus Town Development are considered a "Project" under CEQA Statute 21065, because the Project is an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency and it is supported through assistance from one or more public agencies.

On March 5, 2020, the City Council adopted Resolution 20-09 certifying the Environmental Impact Report for the Campus Town Specific Plan and adopted a Mitigation Monitoring and Reporting Program (MMRP). The City will implement appropriate mitigation as identified in the adopted Mitigation Monitoring and Reporting Program. The executed Resolution and MMRP can be found by clicking the following link. Resolution 20-09 and MMRP

FISCAL IMPACT

There will be no fiscal impact to the General Fund. With the sunset of the Fort Ord Reuse Authority in June of 2020, the City received a bond in the amount of \$6,555,000 for blight removal within the former Fort Ord. The contract for professional services will be funded from from those funds (Account No. 329-8110-1030), and adequate funding remains to complete both the design and demolition work included in Phase 1B.

ATTACHMENTS

1. Resolution
2. DRAFT Amendment 6_Harris_CT Demo Ph1

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING AMENDMENT OF THE PROFESSIONAL SERVICED AGREEMENT WITH HARRIS & ASSOCIATES OF THE CAMPUS TOWN PHASE I DEMOLITION DESIGN PROJECT (AG 2021-040) ADDING PHASE IB WORK IN THE AMOUNT OF \$215,254 TO BE PAID FOR BY THE FORT ORD REUSE AUTHORITY BONDS

WHEREAS, On February 6, 2017 the City of Seaside and the Successor Agency entered into a purchase and sale agreement with KB Bakewell Seaside Venture LLC (Developer) for the sale of property (Property) in the former Fort Ord to facilitate the development of the Campus Town Project (Project); and

WHEREAS, On March 19, 2020, the City adopted Ordinance No. 1082 approving a development agreement with the Developer and such ordinance became effective on April 18, 2020; and

WHEREAS, The Property contains numerous buildings and other improvements that are known to contain hazardous materials including but not limited to lead paint and asbestos; and

WHEREAS, Pursuant to the development agreement, the city is responsible to deliver the Property free of hazardous materials, suitable for development to residential standards and demolish buildings and other improvements; and

WHEREAS, The professional services agreement AG2021-040 was executed with Harris and Associates for design service for Campus Town Phase 1 work funded from the FORA Blight Removal Fund account; and

WHEREAS, The Campus Town Phase 1 demolition work was separated into Phase 1A west of General Jim Moore Blvd which has been completed, and Phase 1B which has not been completed; and

WHEREAS, Campus Town Phase 1B work was bid on January 23rd, 2025 with an expanded scope including some parking lots from Phase 2; and

WHEREAS, The City received a bid protest and February 20th, 2025 council approved a resolution to reject all bids and directing staff to rebid the project with additional scope; and

WHEREAS, Adding additional work of the same nature will improve economies of scale reducing the per-unit-price cost, make ready the majority of campus town Phase 2 area for redevelopment, and reduce Phase 2 demolition work; and

WHEREAS, On April 4th 2025, Harris and Associated submitted a cost proposal requesting an additional not to exceed \$215,000.00 for the additional scope of work associate with rebidding and

expanding the demolition area including in their proposal project management, environmental surveys and mitigations measures, bid documents, bid support, and construction support; and

WHEREAS, the professional services agreement will be funded from the FORA Blight Removal Fund account 329-8110-1030 where there are sufficient funds; and

WHEREAS, In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 “CEQA Guidelines,” Article 20, Section 15378, the proposed action is a project as defined by the California Environmental Quality Act (CEQA). Specifically, the remediation and demolition activities for the construction of the Campus Town Development are considered a “Project” under CEQA Statute 21065, because the Project is an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency and it is supported through assistance from one or more public agencies; and

WHEREAS, On March 5, 2020, the City Council adopted Resolution 20-09 certifying the Environmental Impact Report for the Campus Town Specific Plan and adopted a Mitigation Monitoring and Reporting Program (MMRP). The City will implement appropriate mitigation as identified in the adopted Mitigation Monitoring and Reporting Program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes amendment of the professional serviced agreement with Harris & Associates of the Campus Town Phase 1 demolition design project (ag 2021-040) adding Phase 1B work in the amount of \$215,254 to be paid for by the Fort Ord Reuse Authority bonds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of April 2025, by the following vote:

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

Ian N Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

CONTRACT AMENDMENT #6
PROFESSIONAL SERVICES
City of Seaside

Date: April 7, 2025

Change Requested by: X City Consultant

Contract Date

Project Name

April 13, 2021

Campus Town Phase 1 Demolition Design – AG 21-40

To (Consultant): Harris & Associates, 450 Lincoln Avenue, Suite 103, Salinas, CA 93901

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

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

The Campus Town Phase 1 Demolition Design (AG 21-040) shall be expanded to cover all Campus Town demolition work required west of 6th Avenue except the Hostel, 6th Avenue Studios, their immediate parking lots, and entryways, and select areas around the Army inholdings to be defined later. All work shall be in accordance with the Harris and Associated proposal dated April 4th, 2025 (Attachment 1). The proposal will be charged on a time and materials (T&M) basis not to exceed budget amount as follows

Task 1.0 – Project Management: \$15,586.00

Task 2.0 – Preliminary Investigations, Environmental Support and Mitigation Measures: \$27,570.00

Task 3.0 – Issued-For-Construction (IFC) Submittal Plan Set: \$58,720.00

Task 4.0 – Bidding Support: \$30,004.00

Task 5.0 – Support During Construction: \$83,375.00

TOTAL NOT TO EXCEED \$215,254.00

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$265,295.00	\$210,600.00	\$215,000.00	\$690,895.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
14 Months	June 30, 2022	48	June 30, 2026

SUBMITTED BY:		
	Thomas Korman PW Director / City Engineer	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Greg McDanel City Manager	
Signature	Name and Title	Date

CONTRACT AMENDMENT #6
PROFESSIONAL SERVICES
City of Seaside

CONSULTANT ACCEPTANCE BY:		
	Jason Caprio, PE, PMP Director, Water Market, Southern California	
Signature	Name and Title	Date



Harris & Associates

April 4, 2025

Mr. Andreas Baer, PE
Assistant Public Works Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

AMENDMENT #6 PROPOSAL FOR CAMPUS TOWN PHASE I DEMOLITION DESIGN (AG 21-40) – FINAL DESIGN, BID, RE-BID, AND CONSTRUCTION SUPPORT SERVICES FOR THE PHASE 1B DEMOLITION PROJECT

Dear Mr. Baer:

As initially discussed on December 12, 2024, please accept this Proposal for Amendment #6 to the *Campus Town Phase 1 Demolition Design Project* (Contract No. AG 21-40). This amendment covers services related to the 'Phase 1B' scope, including design revisions, environmental mitigation monitoring, bid-phase support for both the initial bid and re-bid, and engineering support during construction.

The following outlines our understanding and proposed Scope of Services along with the associated fees. Assumptions and exclusions related to the Scope of Services are listed below for clarity.

PROJECT UNDERSTANDING

The City of Seaside ("the City") has entered into a "Purchase and Sale Agreement" with KB Bakewell Seaside Venture II, LLC ("KB-Bakewell") to sell the former Fort Ord Military Reservation consisting of the "26 Acre Parcels" and the "Surplus II" properties (collectively called "the Property") to KB-Bakewell. The City has also entered into a "Development Agreement" with KB-Bakewell that outlines the intended planned development called "Campus Town". As part of the terms and conditions of the Purchase and Sale Agreement, the City is required to demolish, and remove all buildings, structures, and improvements, and select vegetation on the subject Property. The City has retained Harris & Associates for professional engineering and environmental services to support the Demolition Project.

The demolition work required by the City, as outlined in the agreements, consists contractually of two phases; however, portions of the demolition sites have been subdivided into additional sub-phases. The "Phase 1A" demolition project, which included the Visitor Center site, has been completed. The next phase, "Phase 1B," was designed and bid out in January 2025 to include the demolition of the following sites: the Fire Station site, the Abandoned Fast Food Restaurant site, Parking Lot 'A,' and select portions of the Surplus II area. However, following a bid protest and subsequent cancellation, on March 5, 2025, the City requested that Harris revise the construction contract documents for a re-bid, incorporating additional sites into the demolition scope. These additional sites include the Chapel site, Parking Lot 'B site,' Parking Lots 'C' and 'D,' and the associated areas between them and north of Gigling Road.

This Amendment #6 applies specifically to Phase 1 and covers efforts related to the 'Phase 1B' final design, environmental mitigation monitoring, initial bid, redesign, re-bid, and construction-phase services. Upon completion of 'Phase 1B,' the *Campus Town Phase 1 Demolition Design* (AG 21-40) contract is expected to be complete. Any subsequent demolition or abatement efforts will fall under a separate contract, *Campus Town Phase 2 Abatement & Demolition Design*.

The Scope of Services below defines the extent of Harris' professional services necessary to complete the required work and documents specified herein specifically for Amendment #6.

SCOPE OF SERVICES

Task 1.0 Project Management^{1,2}

SUB-TASK 1.5 GENERAL PROJECT MANAGEMENT

This task generally includes working with the City of Seaside, other stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e. coordination, correspondence, invoicing, etc.), and other miscellaneous activities required to execute the Project, but are not clearly listed below.

Task 2.0 Preliminary Investigations, Environmental Support, and Mitigation Measures²

SUB-TASK 2.1 DATA GATHERING, SITE VISITS, AND FIELD REVIEW

Harris staff will conduct field investigations to confirm existing site conditions and identify features that will need to be removed, including pavement, concrete hardscape materials, and above-ground evidence of existing utilities. These investigations are anticipated for the areas requested for inclusion in the re-bid materials, primarily the Chapel, Parking Lot 'B,' Parking Lots 'C' and 'D,' and the associated areas.

SUB-TASK 2.7 IMPLEMENTATION OF MITIGATION MEASURES

Harris, in collaboration with their subconsultant Ecosystems West, will implement mitigation measures as outlined in the Campus Town Environmental Impact Report (EIR), specifically those identified in the Mitigation Monitoring and Reporting Program (MMRP). These efforts aim to avoid delays or disruptions to demolition activities. Work under this task includes, but is not limited to, conducting surveys for rare plants and sensitive wildlife species such as legless lizards, nesting birds, and bats.

Task 5.0 Issued-for-Construction (IFC) Submittal²

SUB-TASK 5.1 IFC CONSTRUCTION DRAWINGS

Harris will revise the bid-issued drawings from the canceled January 2025 bid to incorporate the following additional sites within the project extents: the Chapel site, Parking Lot 'B,' Parking Lots 'C' and 'D,' and the associated areas for the re-bid phase. Harris will consider and incorporate any changes that were a result of contractor's RFIs during the initial bid phase.

This task assumes one round of City review and a single set of revisions to update the drawings accordingly.

SUB-TASK 5.2 IFC TECHNICAL SPECIFICATIONS

Harris will update the technical specifications to reflect the revised project scope and updated construction drawings for the re-bid phase.

This includes incorporating the additional sites—Chapel site, Parking Lot ‘B,’ Parking Lots ‘C’ and ‘D,’ and the associated areas—into the specifications, as well as addressing any changes resulting from contractor RFIs received during the previous bid phase. The final technical specifications package will incorporate technical specifications sections related to hazardous materials removal and/or remediations but assumes these will be prepared by Vista Environmental Consulting.

This task assumes one round of City review and a single set of revisions to finalize the specifications accordingly.

SUB-TASK 5.3 FINAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

Harris will update the previous EOPCC to reflect the revised project scope. This includes incorporating lessons learned from unit costs provided in the canceled January 2025 bid and adjusting for new line items associated with the additional demolition sites.

SUB-TASK 5.4 QUALITY CONTROL REVIEW (IFC)

Harris will perform Quality Control (QC) reviews of the Project’s formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris QA/QC team on deliverables is required before final deliverables are issued to the City of Seaside.

SUB-TASK 5.5 REVIEW OF HAZARDOUS MATERIALS SURVEY REPORT BY VISTA ENVIRONMENTAL CONSULTING

Harris will review the Hazardous Materials Survey Report prepared and revised by Vista Environmental Consulting to identify special provisions that should be clarified in the civil demolition plans. Additionally, Harris will incorporate relevant figures, charts, tables, or other materials into the construction contract documents to ensure bidding contractors clearly understand their responsibilities regarding hazardous materials removal and/or remediation.

SUB-TASK 5.8 IFC FRONT-END DOCUMENTS

Harris will update the front-end contract documents to align with the revised project scope for the re-bid phase. This includes incorporating any necessary modifications resulting from City comments, changes in project requirements, and lessons learned from the canceled January 2025 bid. The updated documents will include revised scope of work descriptions, bid forms, and measurement and payment sections to reflect the latest project scope.

This task assumes one round of City review and a single set of revisions to finalize the front-end documents accordingly.

Task 6.0 Bidding Support¹

The City shall be responsible for posting the bid documents (Construction Contract Documents) on electronic bid sites and forwarding to building exchanges and any contractors. The City will control the bidding process by conducting a pre-bid meeting, collecting requests for information (RFIs), disseminating the RFI responses, and any addendums.

SUB-TASK 6.1 PRE-BID MEETING

Harris & Associates will participate in and support the Pre-Bid Meeting and Bid Opening for the Phase 1B Project.

SUB-TASK 6.2 BID PHASE ASSISTANCE

Harris will provide support during the bid period by responding to requests for information (RFIs) and providing clarifications on the construction contract documents. Additionally, our fee includes preparation of two (2) addenda for the Construction Contract Documents.

SUB-TASK 6.3 BID EVALUATION AND RECOMMENDATION

Harris & Associates will assist with the bid evaluation for the Project. Conformance to the bid documents will be checked, including but not limited to, verifying references, ensuring all forms have been properly executed, and bid schedule properly completed. Harris & Associates will notify the City if there are irregularities and recommendations for awarding the Bid.

Task 7.0 Support During Construction

SUB-TASK 7.1 CONSTRUCTION/MITIGATION MONITORING

This task includes monitoring the Contractor's implementation of mitigation measures during demolition activities. It also includes follow-up monitoring efforts as outlined in Sub-Task 2.7 to ensure compliance with the Campus Town EIR and MMRP requirements.

SUB-TASK 7.2 PROJECT MANAGEMENT

This task generally includes working with the City, Contractor, other stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e. coordination, correspondence, invoicing, etc.), and other miscellaneous activities required during construction.

SUB-TASK 7.3 RESPONSES TO REQUESTS FOR INFORMATION (8)

Harris & Associates will review and respond to RFIs submitted by the Contractor. For purposes of this Amendment, we have estimated eight (8) responses to RFIs.

SUB-TASK 7.4 SUBMITTAL REVIEW (8)

Harris & Associates will review and comment on submittals provided by the Contractor as required by the Construction Contract Documents. For purposes of this Amendment, we have estimated eight (8) submittal reviews. Re-submittals and/or multiple iterations of poor-quality submittals will require additional efforts and will be discussed with the City.

SUB-TASK 7.8 RECORD DRAWINGS

Harris & Associates will provide Record Drawings based on redlined as-built construction drawings provided by the Contractor following completion of the Phase 1B Demolition Project.

Notes:

- ¹ Total effort includes previous effort for the initial Phase 1B bidding period, as well as the anticipated effort for the re-bid (Phase 1Br1).
- ² Design effort assumes revisions to existing Phase 1B Contract Documents, including the incorporation of additional sites (Chapel, Lot B, Lots C and D), with one round of City review and subsequent revisions.

ASSUMPTIONS AND CLARIFICATIONS

The following are assumptions made for this Proposal:

- 1) The Work does not include the preparation of materials related to "Hazardous Materials," defined as hazardous or toxic substances, materials, chemicals, or wastes in any form or concentration that are regulated by the United States or any state or local government authority with jurisdiction over the Property. These services are assumed to be addressed by Vista Environmental Consulting or other consultants.
- 2) Harris & Associates assumes no responsibility for the work performed and produced exclusively by Vista Environmental Consulting and will incorporate the provided materials as necessary, without interpretation.

- 3) Assumptions from original Proposal and Agreement remain as written, including subsequent Amendments.

The following are exclusions made for this Proposal, but are not intended to represent an exhaustive list:

- 1) Sampling, Testing, and Reporting.
- 2) Scheduling.
- 3) License(s) and Permit(s).
- 4) Any and all changes in the Scope of Services not part of this Amendment.
- 5) Additional and/or optional support services, unless specifically requested and agreed upon in written Amendment.
- 6) Inspection during construction.
- 7) Construction management and administration during construction.

PROJECT SCHEDULE

Task 5.0 – Issued-for-Construction (IFC) Submittal is assumed to be completed in approximately four (4) weeks.

Task 6.0 – Bidding Support duration is assumed to be approximately six (6) weeks.

Task 7.0 – Support During Construction duration is assumed to be approximately six (6) months.

PROPOSED FEES

The proposed fees for the Scope of Services are shown below and will be provided on a Time and Materials (T&M) basis, not to exceed the budgeted amount.

Task 1.0 – Project Management: \$15,586

Task 2.0 – Preliminary Investigations, Environmental Support, and Mitigation Measures: \$27,570

Task 5.0 – Issued-for-Construction (IFC) Submittal: \$58,720

Task 6.0 – Bidding Support: \$30,004

Task 7.0 – Support During Construction: \$83,375

Total Proposed Fee for Amendment #6: \$215,254

Sincerely,

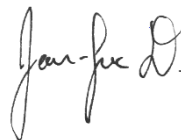
Harris & Associates, Inc.



Jason Caprio, PE, PMP

Director, Water Market, Southern California

Jason.Caprio@WeAreHarris.com



Jean-Luc Delbecq, PE

Project Manager

Jean-Luc.Delbecq@WeAreHarris.com

EXHIBIT A - FEE PROPOSAL FOR AMENDMENT #6 FOR CAMPUS TOWN PHASE 1 DEMOLITION DESIGN (AG 21-40) FOR PHASE 1B DEMOLITION (Rev. 2)

Scope of Work's Work Breakdown Structure (WBS)		Principal-in-Charge / Sr. Director	Project Manager II	Senior Engineer II	Engineer III	Engineer I	Biologist IV	Technical Support	Harris & Associates Total	EcoSystems West	Partners Total	Mark-Up 10%	Other Direct Costs (ODCs)	Fee Subtotals (Aggregate)
Task/Subtask		\$310	\$230	\$220	\$160	\$140	\$160	\$110						
Task 1.0	Project Management^{1,2}													
Sub-Task 1.5	General Project Management	16	40			8			\$ 15,280	\$ -	\$ -	\$ -	\$ 306	\$ 15,586
	Subtotal Hours =	16	40	0	0	8	0	0						
	Subtotal (\$) =	\$ 4,960	\$ 9,200	\$ -	\$ -	\$ 1,120	\$ -	\$ -	\$ 15,280	\$ -	\$ -	\$ -	\$ 306	\$ 15,586
Task 2.0	Preliminary Investigations, Environmental Support, and Mitigation Measures²													
Sub-Task 2.1	Data Gathering, Site Visits, and Field Review		2		12				\$ 2,380	\$ -	\$ -	\$ -	\$ 250	\$ 2,630
Sub-Task 2.7	Implementation of Mitigation Measures	2	2				24		\$ 4,920	\$ 18,200	\$ 18,200	\$ 1,820	\$ -	\$ 24,940
	Subtotal Hours =	2	4	0	12	0	24	0						
	Subtotal (\$) =	\$ 620	\$ 920	\$ -	\$ 1,920	\$ -	\$ 3,840	\$ -	\$ 7,300	\$ 18,200	\$ 18,200	\$ 1,820	\$ 250	\$ 27,570
Task 5.0	Issued-for-Construction (IFC) Submittal²													
Sub-task 5.1	IFC Construction Drawings	4	20	20		120			\$ 27,040	\$ -	\$ -	\$ -	\$ -	\$ 27,040
Sub-task 5.2	IFC Technical Specifications	2	24			16		16	\$ 10,140	\$ -	\$ -	\$ -	\$ -	\$ 10,140
Sub-task 5.3	Final Engineer's Opinion of Probable Construction Cost (EOPCC)		8	8		24			\$ 6,960	\$ -	\$ -	\$ -	\$ -	\$ 6,960
Sub-task 5.4	Quality Control Review (IFC)	20	4						\$ 7,120	\$ -	\$ -	\$ -	\$ -	\$ 7,120
Sub-task 5.5	Review of Hazardous Materials Survey Report by Vista Environmental Consulting		2	2					\$ 900	\$ -	\$ -	\$ -	\$ -	\$ 900
Sub-task 5.8	IFC Front-End Documents		16			8		16	\$ 6,560	\$ -	\$ -	\$ -	\$ -	\$ 6,560
	Subtotal Hours =	26	74	30	0	168	0	32						
	Subtotal (\$) =	\$ 8,060	\$ 17,020	\$ 6,600	\$ -	\$ 23,520	\$ -	\$ 3,520	\$ 58,720	\$ -	\$ -	\$ -	\$ -	\$ 58,720
Task 6.0	Bidding Support¹													
Sub-task 6.1	Pre-Bid Meeting		16			4	10		\$ 5,840	\$ 1,240	\$ 1,240	\$ 124	\$ 2,000	\$ 9,204
Sub-task 6.2	Bid Assistance		40	20		24			\$ 16,960	\$ -	\$ -	\$ -	\$ -	\$ 16,960
Sub-task 6.3	Bid Evaluation and Recommendation		8	4		8			\$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ 3,840
	Subtotal Hours =	0	64	24	0	36	10	0						
	Subtotal (\$) =	\$ -	\$ 14,720	\$ 5,280	\$ -	\$ 5,040	\$ 1,600	\$ -	\$ 26,640	\$ 1,240	\$ 1,240	\$ 124	\$ 2,000	\$ 30,004
Task 7.0	Support During Construction													
Sub-task 7.1	Contractor Mitigation Monitoring						72		\$ 11,520	\$ 12,600	\$ 12,600	\$ 1,260	\$ 230	\$ 25,610
Sub-task 7.2	Project Management	16	60						\$ 18,760	\$ -	\$ -	\$ -	\$ 375	\$ 19,135
Sub-task 7.3	Responses to Requests for Information (RFIs) (8)	4	8	32					\$ 10,120	\$ -	\$ -	\$ -	\$ -	\$ 10,120
Sub-task 7.4	Submittal Reviews (8)	4	8	16	32				\$ 11,720	\$ -	\$ -	\$ -	\$ -	\$ 11,720
Sub-task 7.8	Record Drawings	2	8	8	24	60			\$ 16,460	\$ -	\$ -	\$ -	\$ 329	\$ 16,789
	Subtotal Hours =	26	84	56	56	60	72	0						
	Subtotal (\$) =	\$ 8,060	\$ 19,320	\$ 12,320	\$ 8,960	\$ 8,400	\$ 11,520	\$ -	\$ 68,580	\$ 12,600	\$ 12,600	\$ 1,260	\$ 935	\$ 83,375
Total Hours by Classification =		70	266	110	68	272	106	32	924					
Total (\$) by Classification =		\$ 21,700	\$ 61,180	\$ 24,200	\$ 10,880	\$ 38,080	\$ 16,960	\$ 3,520	\$176,520	\$32,040	\$32,040	\$3,204	\$3,490	\$ 215,254
Percentage of Time Allocated (by hours) =		7.58%	28.79%	11.90%	7.36%	29.44%	11.47%	3.46%	82.01%	14.88%	14.88%	1.49%	1.62%	
Total Fee														\$ 215,254

Notes:

1) Total effort includes previous effort for the initial Phase 1B bidding period, as well as the anticipated effort for the re-bid (Phase 1Br1).

2) Design effort assumes revisions to existing Phase 1B Contract Documents, including the incorporation of additional sites (Chapel, Lot B, Lots C and D), with one round of City review and subsequent revisions.