



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, July 7, 2016
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Ralph Rubio	Mayor
Ian N. Oglesby	Mayor Pro Tem
Dennis J. Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council 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 minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. **PUBLIC AGENCY COMMUNICATIONS**

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. **PRESENTATIONS**

A. RECOGNITION OF MICHELLE IRVING FOR HER SPECIAL CONTRIBUTIONS IN AIDING THE CITY OF SEASIDE IN DECREASING GANG RELATED CRIMES.

PURPOSE: To present Michelle Irving a proclamation recognizing her special contribution in aiding the City of Seaside in decreasing gang related crimes.

RECOMMENDATION: It is recommended that the City Council recognize Michelle Irving for her contributions to the community.

B. RECOGNITION OF HECTOR VAZQUEZ'S 15 YEARS OF COACHING IN THE SEASIDE YOUTH SOCCER LEAGUE

PURPOSE: To present Hector Vazquez a proclamation recognizing his 15 years as coach in the Seaside Youth Soccer League.

RECOMMENDATION: It is recommended that the City Council recognize Hector Vazquez.

C. PROCLAMATION RECOGNIZING DEPUTY CITY MANAGER DIANA INGERSOLL FOR HER 34 YEARS OF SERVICE WITH THE CITY OF SEASIDE

PURPOSE: The purpose of this item is to recognize Deputy City Manager Diana Ingersoll for her 34 years of service to the City of Seaside.

RECOMMENDATION: It is recommended that the City Council recognize Deputy City Manager Diana Ingersoll for her 34 years of service to the City of Seaside.

8. CONSENT CALENDAR

The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.

A. APPROVE MINUTES OF JUNE 16, 2016 REGULAR MEETING

RECOMMENDATION: It is recommended that the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of June 7, 2016 through June 27, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 9, 2016 and June 23, 2016. Total Account Payable and Payroll for the above referenced period is \$2,726,510.08.

RECOMMENDATION: It is recommended that the City Council approve and file the attached checks.

C. CONSIDER THE APPROVAL OF THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

PURPOSE: The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their June 21st regular meeting.

RECOMMENDATION:

It is recommended for the City Council to approve the following Traffic Advisory Committee (TAC) recommendations on the following items:

Item 1: Approve to revise the Traffic Calming Program by removing speeding threshold for residential streets per attachment 2.

Item 2: Approve request for One-Way sign on Judson Street at La Salle Avenue.

Item 3: Approve to place 3 1/2' of red curb based upon special circumstance at 1607 Vallejo Street in which the applicant is responsible to pay for the installation of red curb.

D. CONSIDERATION OF A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES WITH ADVANCE PROJECT DELIVERY TO PROVIDE PROJECT SUPPORT FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR A NOT TO EXCEED AMOUNT OF NINETY-THREE THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$93,794.00)

PURPOSE: The purpose of this item is for the City Council to consider approving a resolution authorizing an Agreement for Consultant Services (the "Contract") between the City of Seaside (the "City") and Advance Project Delivery (the "Consultant") for a not to exceed amount of Ninety-Three Thousand Seven Hundred Ninety-Four Dollars (\$93,794.00) to provide professional services for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project.

RECOMMENDATION: It is recommended that the City Council approve a resolution authorizing the City Manager to execute an Agreement for Consultant Services with Advance Project Delivery to provide professional services for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project for a not to exceed amount of Ninety-Three Thousand Seven Hundred Ninety-Four Dollars (\$93,794.00) using Transportation Agency of Monterey County (TAMC) grant funds.

E. CONSIDERATION OF A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH CSG CONSULTANT, INC. TO PROVIDE BUILDING OFFICIAL OVERSIGHT SERVICES AND TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$17,500

PURPOSE: The purpose of this item is for the City Council to consider a Third Amendment to the Professional Services Agreement (PSA) between the City of Seaside and CSG Consultants, Inc. (CSG) to provide Building Official oversight services for the month of July 2016.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a third Amendment to the PSA with CSG, Inc. adding \$17,500 to not exceed an amount of the contract total.

F. ADOPTION OF A RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO REIMBURSE CERTAIN EXPENDITURES FOR THE CITY'S ENERGY PROJECT FROM THE PROCEEDS OF LEASE/PURCHASE FINANCING

PURPOSE: The purpose of this item is to give the City Council the opportunity to adopt a resolution, in accordance with the Federal Tax Rules, declaring the City Council's intent to reimburse certain expenditures for the City's Energy Project from the proceeds of lease/purchase financing. This action will allow staff to proceed with the project prior to finalizing the lease/purchase financing. The costs incurred will be paid for with the proceeds of the financing.

RECOMMENDATION: It is recommended that the City Council approve the reimbursement resolution for the Energy Project lease/purchase financing.

G. CONSIDERATION OF A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP INC. FOR PROJECT MANAGEMENT SERVICES FOR THE PROPOSED MONTEREY DOWNS, MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY PROJECT TO INCREASE THE CONTRACT AMOUNT BY \$70,165 TO COMPLETE APPLICATION AND ENTITLEMENT PROCESSING

PURPOSE: The purpose of this item is for the City Council to consider executing a Fourth Amendment to the Professional Services Agreement (the "PSA") entered into between the City of Seaside (the "City") and EMC Planning Group Inc. (the "Consultant") on February 16, 2012, to provide project management services for the processing of land use entitlements and regulatory approvals for the proposed Monterey Downs, Monterey Horse Park and Central Coast Veterans Cemetery project. A First Amendment to the PSA was executed on May 15, 2014, a Second Amendment was executed on April 2, 2015, and a Third Amendment was executed on December 3, 2015.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a Fourth Amendment to the PSA with Consultant to complete the application processing. The contract amount will be increased by \$70,165. Therefore, the maximum amount payable to Consultant under this Agreement is increased from \$537,808 to \$607,973.

H. CONSIDERATION OF A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL (FORMERLY RBF CONSULTING) FOR THE MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$20,000 TO COMPLETE THE FINAL EIR

PURPOSE: The purpose of this item is for the City Council to consider a Third Amendment to the Professional Services Agreement (PSA) between the City of Seaside and Michael Baker International (formerly RBF Consulting) for preparation of the Environmental Impact Report (EIR) for the Monterey Downs and Monterey Horse Park and Veterans Cemetery Specific Plan.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a Third Amendment to the PSA with Michael Baker International to expand the budget associated with completion of the Final EIR. The not to exceed contract amount will be increased by \$20,000. Therefore, the maximum amount payable to Michael Baker International under this Agreement is increased from \$675,925 to \$695,925.

9. BUSINESS ITEMS

A. RESOLUTION AUTHORIZING CITY OF SEASIDE AND MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT FACILITY SHARING MEMORANDUM OF UNDERSTANDING

PURPOSE: The purpose of this item is to memorialize mutually beneficial facility sharing practices between the City and MPUSD.

RECOMMENDATION: That the City Council adopt the resolution and authorize execution of the Memorandum of Understanding.

B. RECEIVE PRESENTATION, DISCUSS AND AUTHORIZE RELEASE OF REQUEST FOR PROPOSAL FOR MIXED-USE DEVELOPMENT ON MAIN GATE SITE

PURPOSE: The purpose of this item is to discuss circumstances related to the release of a Request For Proposals (RFP) for the Main Gate parcel and outline parameters of the RFP via a presentation, and solicit City Council approval of the release of the RFP.

RECOMMENDATION: Release the RFP.

10. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY 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, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 21 , 2016
7:00 PM

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are also available.

Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at: <http://cvp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300> Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

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 Government Code Section 54954.2(a) or Section 54956.

City of Seaside PROCLAMATION



Hector Vazquez

WHEREAS, for the past 15 years Hector Vazquez has been President, League Coordinator, Coach of two Soccer teams and mentor to our youth in the Seaside Youth Soccer league; and

WHEREAS, the Seaside Youth Soccer league consists of nearly 200 youth between the ages of 5 and 18 years; and

WHEREAS, Mr. Vazquez not only is league president but he maintains the field, lines the field for games to ensure safety and a first class program for youth. Further, he coordinates the officials for league games; and

WHEREAS, Mr. Vazquez over the years has personally purchased team uniforms, the generator to light the school district field for practice and paid for gas so that players can travel to games throughout the County; and

WHEREAS, over the past 15 years his teams have won 12 league championships and had numerous winning seasons; and

WHEREAS, Mr. Vazquez has taught countless youth sportsmanship, team work and leadership skills that have made a significant difference in each of our youth's lives; and

WHEREAS, Mr. Vazquez is active in the community and participates in numerous community events.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize and congratulate Hector Vazquez for his 15 years in the Seaside Youth Soccer league and for his many accomplishments.

Ralph Rubio
Mayor

July 7, 2016

City of Seaside PROCLAMATION



Honoring Deputy City Manager

Diana Ingersoll

For her 34 Years of Service to the City of Seaside

WHEREAS, on December 19, 1981 the City of Seaside received an application “Seeking a Junior Civil Engineering position in a working environment which offers responsibility, growth and experience”; and

WHEREAS, on February 1, 1982 Diana Agar was appointed to the position of Junior Civil Engineer and on June 15, 1984 was promoted to Assistant Civil Engineer of the City of Seaside; and

WHEREAS, in 1995 Diana not only completed her Master’s Degree in Business Management from Golden Gate University, but also passed the State of California Fundamentals of Engineering Examination; and

WHEREAS, in 1997 Diana now Associate Engineer was appointed Director of Public Works, in charge of operations and maintenance of City owned facilities; and

WHEREAS, in 1999 Diana obtained her Professional Engineers license for the State of California; and by 2002 was promoted to Public Works Director/City Engineer; and

WHEREAS, on July 1, 2007, Diana was promoted to Deputy City Manager-Resource Management Services responsible for the divisions of Planning, Building, Redevelopment, Recreation, Public Works and Engineering; and

WHEREAS, in July 2016, after obtaining positions in a working environment offering responsibility, growth and experience, Diana Agar Ingersoll has decided to enter a much deserved retirement.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council, do hereby honor and recognize Professional Engineer Diana Agar Ingersoll for her 34 years of service to the City of Seaside and for her many accomplishments and wish her a happy and healthy retirement.

Dated this 7th day of July, 2016.

Ralph Rubio, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

MEETING
COUNCIL CHAMBER
Thursday, June 16, 2016
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:00 PM

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Present: Alexander, Campbell, Oglesby, Pacheco, Rubio
Absent: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Bishop Dave Higginbotham of the Seaside Ward, Monterey Stake, Church of Jesus Christ of Latter-day Saints, led invocation.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

- Nina Beaty spoke on the rare plants on public exposure on smoke and any of the land above Ft. Ord. Implicates asthma, the burns are toxic. Is asking for the burnings to stop this practice.
- Kay Cline, seaside resident- thanked the City for inviting her to be on the Task Force and wanted to inform the public that at www.seaside2040.com a survey can be taken and results will be used by the General Plan consultant. There will be a table booth at National Night Out for more public outreach.
- Alex Miller spoke in support of protecting our youth and announced the birth of his daughter. Congratulations!

6. **ORAL COMMUNICATIONS**

7. **PUBLIC AGENCY COMMUNICATIONS**

None.

8. **PRESENTATIONS**

Action: Presentation Received

A. **PROCLAMATION FOR SEASIDE POLICE OFFICER MATTHEW BLACKMON IN RECOGNITION OF HIS DRIVE, DEDICATION AND COMMITMENT TO THE SAFETY AND PROTECTION OF THE CITY OF SEASIDE**

Action: Presented

B. PROCLAMATION FOR SEASIDE POLICE OFFICER FRED CARLIN IN RECOGNITION OF HIS ACTIONS OF VALOR IN PROTECTING THE CITY OF SEASIDE AND HIS FELLOW SEASIDE POLICE OFFICERS

Action: Presented

C. PROCLAMATION RECOGNIZING THE MONTH OF JUNE 2016 AS IMMIGRANT HERITAGE MONTH

Action: Presented

9. CONSENT CALENDAR

On motion by Council Member Alexander and seconded by Mayor Pro Tem Oglesby and passed by the following vote the City Council approved the Consent Agenda as resented with the exception of items B, F and G.

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Mayor Pro Tem Ian Oglesby
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	N

A. APPROVE AND FILE CITY CHECKS

Action: Approved

B. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY JAZZ FESTIVAL SPONSORING THREE SEASIDE STUDENTS FOR THE MONTEREY JAZZ FESTIVAL COUNTY ALL-STAR BAND TRIP TO LOS ANGELES AREA

Action: Approved

Mr. Mancini requested the item be pulled and on question, asked Council to give a thousand for the youth to go to the Monterey Jazz Festival trip to Los Angeles. Recreation Supervisor, Dan Meewis, spoke and confirmed the amount listed is the total amount allowed based on their policy. 20% can be sponsored based on the charged amount.

Mayor Rubio opened public comment and a citizen questioned why the policy is only 20%.

On motion by Council Member Campbell and seconded by Council Member Pacheco and passed by the following vote the City Council approved the contribution request from the Monterey Jazz Festival for the All Star Band Trip to Los Angeles.

RESULT:	Approved
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

C. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS WITHIN THE SEASIDE 2015-2016 OPERATING BUDGET IN ACCORDANCE WITH CDBG SUBSTANTIAL AMENDMENT #1 TO THE 2015-2016 ACTION PLAN

Action: Approved

D. APPROVE AN AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT TO REIMBURSE THE CITY FOR UPGRADES TO THE SANITARY SEWER SYSTEM AS A PART OF THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE

IMPROVEMENTS PROJECT

Action: Approved

E. APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH FUND FOR SEASIDE HIGH SCHOOL FOOTBALL TEAM FOR THE COSTS ASSOCIATED WITH PURCHASING JUNIOR VARSITY AND VARSITY UNIFORMS

Action: Approved

F. AWARD A CONTRACT TO TRANE U.S. INC. IN THE AMOUNT OF \$200,872 FOR REPLACEMENT OF THE HEATING AND VENTILATION SYSTEMS AT THE SEASIDE LIBRARY

Action: Authorized

Item was pulled by Council Member Campbell who expressed his concern on the work listed on the contract that they will not do and requested staff to explain. Civil Engineer Rick Riedl, answered his questions stating the problem with the system is that it is old and it is more cost effective to replace rather than fix it. There are no issues with the ducting.

Mayor Rubio invited Public Comments on the item.

- Nina Beaty spoke on her own personal experience and suggests to protect the staff and patrons to have the duct to be cleaned out. Hopes there will be a bond.
- Felix B. suggested staff investigate and clean the ducts.

On motion by Council Member Pacheco and seconded by Council Member Alexander and passed by the following vote the City Council approved the agreement and requested that the project proceed at minimal costs and ask the contractor to catch any reminisce.

RESULT:	Approved
MOVER:	Council Member Dave Pacheco
SECONDER:	Council Member Dennis Alexander
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Dave Pacheco
NOES:	Jason Campbell

G. AWARD A CONSTRUCTION CONTRACT TO GARLAND/DBS, INC. IN THE AMOUNT OF \$95,848 FOR REPLACEMENT OF THE YOUTH AND EDUCATION CENTER ROOF AND HVAC SYSTEMS

Action: Authorized

Item G was requested to be pulled by Felix Bachofner who expressed concerns if the roof really needs to be replaced. He Asked for details on what kind of roof will be installed, costs of the roof vs HVAC system questioning the \$100,000 cost. He also questioned the nature of the bidding process and the comparative prices.

Staff spoke to the building's location as 1136 Wheeler Street, explained what kind of roof exists and what will be removed and cleaned. The bidding amount includes the gutters and HVAC. In the prior meeting, the agenda explained how the bidding process is conducted.

On motion by Council Member Alexander and seconded by Mayor Pro Tem Ian Oglesby and passed by the following vote the City Council approved the staff recommendation.

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Mayor Pro Tem Ian Oglesby
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

H. APPROVE A RESOLUTION MODIFYING THE POSITION CONTROL LIST TO ADD THE CLASSIFICATIONS OF YOUTH RESOURCE CENTER COORDINATOR AND YOUTH RESOURCE CENTER ACTIVITY COORDINATOR AND ADJUSTING THE 2016-2017 ADOPTED BUDGET

Action: Approved

I. NOMINATE JAMES BOGAN TO THE CALIFORNIA CENTRAL COAST VETERANS CEMETERY ADVISORY COMMITTEE

Action: Approved, Authorized and Adopted

10. PUBLIC HEARING

This was a second reading of the draft ordinance.

There were no requests to speak.

On motion by and seconded by Council Member Dave Pacheco and passed by the following vote the

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Dave Pacheco
NOES:	Jason Campbell

A. CONSIDER THE SECOND READING OF AN ORDINANCE TO AMEND CHAPTER 8.28 OF THE SEASIDE MUNICIPAL CODE FOR ITEMS RELATED TO THE CITY'S FRANCHISED GARBAGE COLLECTION SERVICES (SECOND READING)

This was a second reading of the draft ordinance.

There were no requests to speak.

On motion by and seconded by Council Member Dave Pacheco and passed by the following vote the

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Dave Pacheco
NOES:	Jason Campbell

B. APPEAL OF USE PERMIT APPLICATION NO. UP-15-04. FAITH LUTHERAN CHURCH, PROPERTY OWNER AND SAC WIRELESS, APPLICANT, ARE APPEALING TO THE CITY COUNCIL THE DENIAL OF A USE PERMIT APPLICATION BY THE PLANNING COMMISSION WHICH WOULD ALLOW FOR THE CONSTRUCTION OF A 40-FOOT TALL CHURCH STEEPLE TO ACCOMMODATE AN UNMANNED TELECOMMUNICATION WIRELESS FACILITY THAT WOULD INCLUDE A TOTAL OF 12 SIX-FOOT TALL PANEL ANTENNAS ON THE THREE SIDES OF THE NEW CHURCH STEEPLE AND ASSOCIATED GROUND MOUNTED EQUIPMENT WITHIN A FENCED AREA AT THE REAR OF THE CHURCH. THE PROJECT SITE IS LOCATED AT 1460 HILBY AVENUE IN THE RS-8 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT (APN: 012-402-088). THE PROJECT IS CATEGORICALLY EXEMPT CLASS 3, SECTION 15303(E) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

(CEQA) GUIDELINES

The item was presented by Rick Medina, Senior Planner. Mayor Rubio recused himself because he has property located on Waring. Tip May, with Telecom Offer, took over presentation on the Legal considerations of Verizon appeal and explained the Telecommunications Act of 1996 and answered questions the Council had. The Council directed several questions for Mr. May. State laws apply first, if Verizon is denied all options and locations proposed, it's then taken to a Federal level. Possibility, Verizon may file a lawsuit and win the case.

Verizon Spokesperson, Patricia Knight. Verizon was willing to work with Planning to reach a compromise, but denied. The proposal was originally passed by Planning but then later denied after receiving complaints from neighbors. Another Verizon Spokesperson, Paul Albright, stated Verizon network is not able to meet the high demands of operation. Understands the great fear is the exposure of radio frequencies. Will conduct tests and address those concerns. Willing to work towards a solution with the City rather than impose on the community and its citizens.

Mayor Rubio Invited comments from the public.

- Meredith Tucker, resident; presented her hand out on screen. U.S. Code 332 on Mobile Services. City retains its authority over local land use.
- Emily Green, resident; Oppose the proposal
- Stephanie Booth; Presented pictures showing 5 bars of coverage on Verizon, residence on Waring. Oppose the proposal (handed pictures to Campbell- twice)
- Resident and church member, spoke on opposing the proposal.
- France Law, resident- opposed proposal
- Nina Beattie resident of Seaside; opposed the proposal
- Resident, asked if Verizon can look at Seaside as a whole.
- Gertrude Smith, thanked the neighbors for being diligent in doing their research.
- Lisa Mason resident, asked Council to continue proposal and have more of a global view on the issue
- Pastor of the Church, spoke about his congregation helping the poor, homeless and those in need. The money Verizon will give (\$17,000) will be used to continue their ministry and will be for the benefit of the community as a whole.
- Joy Jullians, resident, pointed out errors on the agenda packet, opposed proposal
- Resident lives on that particular area, opposed the proposal
- Resident, opposed the proposal
- Eda Hernandez, resident- lives across the church. Opposed proposal
- Emily Howard, resident- oppose proposal
- Lisa Torre, resident, oppose proposal
- David Peterson, resident, oppose proposal
- Felix Bachofner, resident and church member, oppose proposal
- Meriam Smith, resident, oppose proposal
- Teresa Hodges, resident, oppose proposal
- Sharon Lincoln, lives right next to the church, oppose proposal
- Kathleen Randazzo, resident, oppose proposal

Mayor Rubio closed public comment.

Mr. Tip answered questions proposed by the public. Mayor Rubio allowed a 3 minute rebuttal comment to Verizon Representatives, Ms. Knight, and Paul Albright, for their closing statement who stated they will not come back in 30 days and propose another location, they will proceed to the Federal level if not approved.

Council Member Alexander spoke on the safety aspect to provide coverage for emergencies. Would like to know why this is the best location. Council Member Pacheco spoke on his opinion of the church being part of the community and are making the exception for the benefit of their own good vs. for the community. Planning Commission made a sound decision on denying the proposal. Planning Commission and residents should be heard, they oppose and their concerns are valid and should be taken into consideration and the proposal should be taken back to the Planning Commission. Council Member Campbell spoke about the issue being an emotional one and supports continuing the item for further clarification and answers. Mayor Pro Tem Oglesby indicated these situations are done on an individual basis. As a community we have to work with Verizon to find a location that is acceptable. The residents are not comfortable with current location being proposed but City Attorney stated coverage is needed in the proposed area. He supports motion of denial based on the findings of opposition and questioned if Verizon would consider an alternative location.

Mr. Albright stated there are two approaches, either denial and face legal ramifications, or continuance to see if there are alternative sites. If there is no alternative found, the application returns for a decision and reasons of denial need to be based on City Ordinances.

On motion by Council Member Alexander and seconded by Mayor Pro Tem Oglesby and passed by the following vote the City Council agreed to continue the item to December to given enough time for Verizon to review, design, and research a new alternative location. It will then go back to Planning Commission for decision and must have all information available for review at least 10 days prior to presenting the application.

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Mayor Pro Tem Ian Oglesby
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Dave Pacheco
NOES:	Jason Campbell

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

Council Member Campbell, attended a Mosquito Abatement, no activity, CEKA is travel related, mosquito has been reported to be in state but not in Monterey County yet. If discovered, Board will react quickly. Council Member Pacheco, expressed concerns that residents have raised on many issues surrounding Seaside, particularly over-grown weeds in people's yards, overwhelming number of cars parked on Broadway that belong to one person. Mayor Pro Tem Oglesby, Blue Ribbon Taskforce, focus on preventing youth violence and advocating for the youth. FORA- election update, current elected members gave updates. City Manager Malin, City Attorney Freeman – no report. Mayor Rubio, attended FOR A and passed the urban regional design plan. TAMPSI kick off on a campaign to fix streets and wide coalition of support for different bureaus. Recycled Water Committee- purer water for the Monterey County, contract was reviewed

13. ADJOURNMENT

On motion, the meeting was adjourned at 10:45 PM.

Respectfully submitted,



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Krista Oberholtzer, Accounting

DATE: July 7, 2016

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of June 7, 2016 through June 27, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 9, 2016 and June 23, 2016. Total Account Payable and Payroll for the above referenced period is \$2,726,510.08.

RECOMMENDATION

It is recommended that the City Council approve and file the attached checks.

BACKGROUND

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

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

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

- \$12,029.39 to Airtec Service for the alarm unit at the Pattullo Swim Center;
- \$11,403.45 to Allen Huggins for May 2016 professional services;

- \$21,936.02 to California-American Water for monthly utility services;
- \$20,290.05 to Monterey County Convention for the April 2016 TID remittance;
- \$79,684.04 to Raimi & Associates, Inc. for General Plan update;
- \$12,650.35 to Access Monterey Peninsula for the first quarter of 2016 actual expenses;
- \$11,971.00 to League of California Cities for the 2016 membership dues;
- \$44,867.34 to Mark Thomas & Company, Inc. for the West Broadway Urban Village design;
- \$18,299.25 to Monterey County Convention for the fourth quarter of FY 15/16 jurisdiction improvement investment;
- \$370,848.20 to Monterey Peninsula Engineering for Del Monte rehab;
- \$44,948.64 to Pacific Gas & Electric for monthly utility services;
- \$13,773.75 to Pavement Engineering, Inc. for Del Monte rehab inspection fees;
- \$35,396.12 to Richards, Watson & Gershon for Monterey Downs and Senior Living consulting services;
- \$20,555.80 to U.S. Bank - Cal Card for city credit card purchases through 5/22/16;
- \$21,000.00 to City of Monterey for an aerial bucket truck purchase;
- \$12,499.52 to CivicPlus for website training fees;
- \$29,555.89 to CSG Consultants, Inc. for building inspections and code enforcement contract services fees;
- \$10,114.87 to EMC Planning Group, Inc. for Monterey Downs and LAFCO app support;
- \$30,992.02 to MGT of America, Inc. for FY 15/16 professional fees associated with SB90;
- \$21,693.04 to Salinas Pump Company for the Laguna Grande Park well repair parts;
- \$14,859.70 to The SPCA of Monterey County for April and May 2016 services.

The remaining checks, totaling \$179,700.30, include payments to vendors for operating expenditures.

The Checks report is available on the City's Website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

ATTACHMENTS

Reviewed for Submission to the
City Council by:

Meeting Date: July 7, 2016



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Rick Riedl, City Engineer

DATE: July 7, 2016

**SUBJECT: CONSIDER THE APPROVAL OF THE TRAFFIC ADVISORY
COMMITTEE (TAC) RECOMMENDATIONS**

PURPOSE

The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their June 21st regular meeting.

RECOMMENDATION

It is recommended for the City Council to approve the following Traffic Advisory Committee (TAC) recommendations on the following items:

Item 1: Approve to revise the Traffic Calming Program by removing speeding threshold for residential streets per attachment 2.

Item 2: Approve request for One-Way sign on Judson Street at La Salle Avenue.

Item 3: Approve to place 3 1/2' of red curb based upon special circumstance at 1607 Vallejo Street in which the applicant is responsible to pay for the installation of red curb.

BACKGROUND

The Traffic Advisory Committee 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 reviews all requests for traffic safety, regulatory or control devices, signs and marking, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City Department.

The Traffic Advisory Committee reviewed and provided recommendations for three (3) requests

at their June 21, 2016 regular meeting. A summary of these requests are provided below.

STAFF ANALYSIS

Item 1

The TAC received a traffic calming request for the 1800 block of Luxton Street. Upon consideration by the City Council the item was returned to the Traffic Advisory Committee to revise the traffic calming program that would allow residents to move forward with Traffic Calming for speed related measures.

Traffic Calming Program Background

The Traffic Calming Program (Program) was approved by the City Council on November 17, 2011 and further ratified by Council on July 17, 2014. The Program identifies approved traffic calming measures and the process by which they may be implemented (see attachment 1).

The Traffic Advisory Committee (TAC) met on May 17th, 2016 and discussed the thresholds related to speed related traffic calming measures. The committee directed staff to return to the TAC with language that would permit implementation of speed related traffic calming measures on residential streets without the need to meet the speed related threshold. Removing the threshold would provide the applicant the ability to streamline the process for implementation.

The proposed revisions allows the applicant the ability to implement the traffic calming measure if the neighborhood is in support, the TAC and City Council approve the traffic calming measure, and if the applicant/neighborhood could fund the traffic calming measure and implementation. Staff returned to the TAC on June 21, 2016 and presented the revisions to the Traffic Calming Program, see attachment 2.

Recommendation

Based on the discussion with the committee and support from the 1800 block of Luxton traffic calming applicant (attachment 3), the Traffic Advisory Committee recommends to approve the revisions to the Traffic Calming Program as submitted in attachment 2.

Item 2

The TAC received a request for a One Way sign to be placed on Judson Street at La Salle Avenue (attachment 4). The applicant has witnesses, on more than one occasion, vehicles driving the wrong way.

Background

The 1800 block of Judson Street is one-way southbound located between La Salle Avenue and San Pablo Avenue. The street width is 26 feet wide, enough for parking on both sides and a 10 foot wide travel lane. There are no signs indicating, from La Salle Avenue, that Judson Street is a one-way street, however there is a One Way sign and Do Not Enter sign posted at the beginning of the 1800 block of Judson Street at San Pablo Avenue (see attachment 5).

Roadway Characteristics

The majority of the northbound-southbound streets in the center of Seaside proper bounded by Hilby Avenue to the south, La Salle Avenue to the north, San Lucas Street to the west and St.

Helena to the east, are one-way streets alternating travel directions. Two exceptions are Noche Buena Street and Flores Street (see attachment 6). One-way signs and Do Not Enter signs have been posted at all exit locations to one-way streets. Additionally No Left turn & No Right turn signs have been posted in each approaching direction before the one-way street. The intersection Judson and La Salle is a T intersection, where Judson T's into La Salle. There are no signs (one way or do not enter) posted at the intersections of La Salle Avenue and Judson Street because there is no prohibition to this turning movement. There are several streets within the area that do not have any signage identifying the street as one-way.

The California Manual on Uniform Traffic Control (CA-MUTCD) is published by the State of California, Department of Transportation (Caltrans) and is issued to adopt uniform standards and specifications for all official traffic control devices, in accordance with Section 21400 of the California Vehicle Code. Per the CA-MUTCD One-way signs shall be placed at unsignalized intersection with one-way streets, such that the One-Way signs placed on the near right and the far left corners of the intersection facing traffic entering or crossing the one-way street (attachment 7).

Recommendation

Based upon the CA-MUTCD, and being that Judson and La Salle intersects at a T, the one-way sign should be placed on Judson Street at the entrance to the one-way street. The Traffic Advisory Committee recommends placing a One-Way sign on Judson Street at La Salle Avenue.

Item 3

The TAC received a request for red curb at 1607 Vallejo Street from a resident who has indicated that vehicles are blocking the driveway (attachment 8).

Background

The 1600 block of Vallejo Street is one way southbound street which is classified as a local street, with a prima facia speed limit of 25 miles per hour. The 1600 block of Vallejo Street measures approximately 26 feet wide measured from face of curb to face of curb with parking permitted on both sides, this leaves a 10 foot wide travel lane. Sidewalks measuring approximately 3 feet wide are provided on both sides of the street. Staff visited the applicant's property on June 1, 2016. The driveway approach at 1607 Vallejo Street measured approximately 16.5 feet wide from top of wing to top of wing. There is approximately 34 feet of sidewalk curb and gutter between the applicant's driveway approach and the adjacent driveway approach to the north, a single family dwelling (attachment 9).

Recommendation

It is the city's policy not paint red curb on either side of driveway approaches for the purpose of preventing vehicles from blocking driveway approaches. Code enforcement or the police department should be called to resolve such instances of parking violations. However in this particular case, the applicant informed the Committee that his wife is disabled and has a difficult time maneuvering the vehicle out of the driveway due to her back condition, when vehicles are parked at the edge of the driveway. The Committee discussed the possibility of widening the driveway which would not violate city policy and prevent vehicles from parking too close. On a three to two vote, the Traffic Advisory Committee approved 3 1/2 feet of red curb north of the

driveway at 1607 Vallejo Street due to special circumstances, as long as the applicant was responsible to pay for the red curb installation.

ENVIRONMENTAL REVIEW

Item 1

As a general rule, an organizational and administrative study is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Subsequent environmental review will be included upon implementation of Phase I and Phase II traffic calming projects.

Item 2 & 3

These projects are exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence: The proposed projects would consist of installation of red curb and signage, which would not have impact on the expansion or modification of the existing roadway therefore there are no significant impacts associated with the installation of red curb or sign and the projects are exempt of CEQA.

FISCAL IMPACT

Item 2 - The fiscal impact associated with item 2 is approximately \$350 for the installation of one-way sign. The funds will come from the Street Maintenance account.

Item 3- The fiscal impact associated with item 3 is approximately \$350 for the painting of red curb. The applicant is responsible to reimburse the City for the red curb.

ATTACHMENTS

1. Traffic Calming Program
 2. Proposed Revised Traffic Calming Language
 3. Letter of Support
 4. Item 2 - One-Way Sign Request
 5. Existing Judson Street photos
 6. Locations of One Way Streets
 7. MUTCD
 8. Item 3 - Red Curb Request
 9. Vallejo Street Photos
-

Meeting Date: July 7, 2016

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

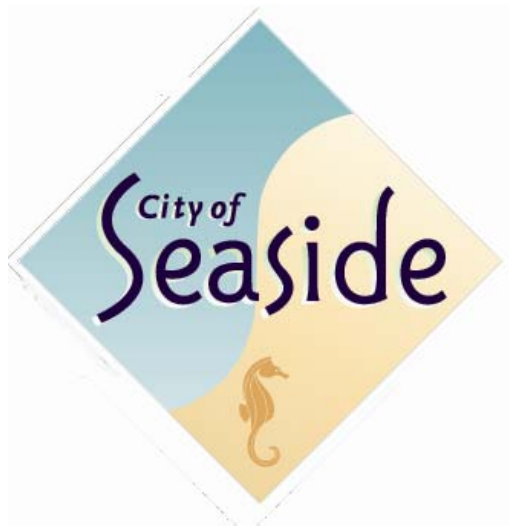


CITY OF SEASIDE TRAFFIC CALMING PROGRAM

APPROVED
NOVEMBER 17, 2011
MODIFIED JULY 17, 2014

ACKNOWLEDGEMENTS

THE CITY OF SEASIDE
TRAFFIC CALMING PROGRAM
MODIFIED
JULY 17, 2014



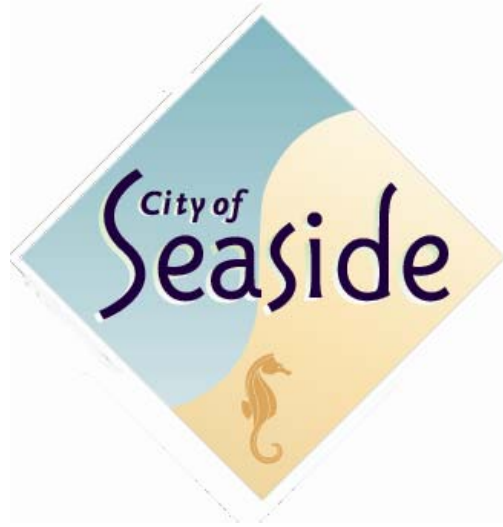
SEASIDE CITY COUNCIL
Ralph Rubio, Mayor
Ian Oglesby, Mayor Pro Tem
Dennis Alexander
Alvin Edwards
Dave Pacheco

TRAFFIC ADVISORY COMMITTEE
Dave Pacheco, City Councilmember
Tim O'Halloran, P.E., City Engineer/Public Works Services Manager
Rick Medina, Senior Planner
Judy Stradan, Police Chief
Brian Dempsey, Fire Chief

CITY OF SEASIDE STAFF
Leslie Llantero, Assistant Engineer
Scott Ottmar, Assistant Engineer

ACKNOWLEDGEMENTS

THE CITY OF SEASIDE TRAFFIC
CALMING PROGRAM
ADOPTED
NOVEMBER 17, 2011



SEASIDE CITY COUNCIL
Felix Bachofner, Mayor
Steve Bloomer, Mayor Pro Tem
Dennis Alexander
Ian Oglesby
Alvin Edwards

TRAFFIC ADVISORY COMMITTEE
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Vicki Meyers, Police Chief
Steve Prelsnek, Acting Fire Chief

CITY OF SEASIDE STAFF
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Scott Ottmar, Junior Engineer

**CITY OF SEASIDE
TRAFFIC CALMING PROGRAM
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CITY OF SEASIDE TRAFFIC CALMING PROGRAM

A. EXECUTIVE SUMMARY

The Seaside General Plan states that the City shall: “Use traffic calming methods within residential and mixed use areas where necessary to create a pedestrian-friendly circulation system” (Policy C-1.5). The City of Seaside Traffic Calming Program was developed by Engineering and Planning Department staff with input from the Police and Fire Departments. In addition, the program was reviewed by the City Attorney and City Risk Manager. The traffic calming program is meant to be a “living document”, which will be revised as traffic calming projects are implemented and assessed.

This traffic calming program explores the pros and cons of a variety of traffic calming measures; evaluates these measures; provides recommendations for use of these measures; identifies criteria for traffic calming requests and outlines the process for the implementation of the improvements.

Traffic Calming in the City of Seaside is to be accomplished by identifying the nature and extent of traffic-related problems on a given street or a given area, then selecting and implementing cost-effective measures for addressing identified problems. The program is organized into two phases. All requests for traffic calming require meeting the minimum criteria to implement Phase I measures. If predetermined thresholds continue to be met or are exceeded after Phase I, then Phase II traffic calming measures will be considered. Phase II traffic calming measures involve physical modification of the street, such as partial medians or street closures. Phase II traffic calming projects require council approval to receive funding prior to design and implementation. The Traffic Advisory Committee will recommend appropriate traffic calming measures for each phase to directly address potential traffic issues.

The following lists recommended traffic calming measures to be considered in the City of Seaside:

	Type of Measure	Used for	Existing Neighborhood	New Development
1	Bulbouts/Curb Extensions	Speed	Yes	Yes
2	Digital Speed Signs (Phase I)	Speed	Yes	Yes
3	Entry Islands/ Neighborhood Signs	Speed	Yes	Yes
4	Lateral Shifts	Speed	No	Yes
5	Mid-Block Bulbouts/Curb Extensions	Speed	Yes	Yes
6	Neighborhood Sign Programs	Speed	Yes	Yes
7	Partial Medians	Speed	Yes	Yes
8	Pavement Treatments/Striping(Phase I)	Speed	Yes	Yes
9	Police Enforcement (Phase I)	Speed	Yes	Yes
10	Raised Intersections	Speed	Yes	Yes
11	Realigned Intersections	Speed	Yes	Yes
12	Speed Monitoring Trailers (Phase I)	Speed	Yes	Yes
13	Speed Tables	Speed	Yes	Yes

	Type of Measure	Used for	Existing Neighborhood	New Development
14	Traffic Circles/Roundabouts	Speed	No	Yes
15	Speed Cushions	Speed	Yes	Yes
15	Full Street Closure	Volume	Yes	No
16	Partial Street Closures	Volume	Yes	No
17	Restricted Movement Signage	Volume	Yes	Yes
18	Traffic Diverters / Forced Turn Islands	Volume	Yes	Yes

Following is a list of measures that are not recommended for use (refer to Appendix 2, page 14 for more information):

- Chicanes
- Speed Cameras
- Speed Bumps
- Speed Humps
- Speed Limit Signs
- Unwarranted Stop Signs

The traffic calming implementation process starts with the submittal of a traffic-calming project request to the Engineering Department by interested community members. Staff will conduct a study (including speed, volume and accident data) to determine whether or not traffic calming measures meet the predetermined thresholds. If thresholds are met and there is neighborhood consensus for traffic calming, then Phase I will be initiated. Phase I includes solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures. Follow-up data collection will be obtained 3 to 6 months after Phase I is implemented to determine if traffic calming measures are successful. If the predetermined thresholds continue to be met or are exceeded, then staff will initiate Phase II. Phase II requests need to be authorized by the City Engineer supported by both Phase I traffic calming follow-up data and supported by the neighborhood to be considered by the City Council. Once the City Council has authorized a city funded traffic calming study, City staff will work with the public to develop neighborhood traffic calming plan that incorporates both Phase I and Phase II traffic calming measures.

B. INTRODUCTION

The City of Seaside Traffic Advisory Committee (TAC) regularly receives requests from local residents to calm traffic in their neighborhoods. In the past, these requests have been considered on a case-by-case basis. The Seaside General Plan states that the City shall: “Use traffic calming methods within residential and mixed use areas where necessary to create a pedestrian-friendly circulation system” (Policy C-1.5). The purpose of the City of Seaside Traffic Calming Program is to formalize the traffic calming process, in order to provide a consistent program for neighborhood traffic management.

What are Traffic Calming Measures?

The Institute of Transportation Engineers (ITE) defines traffic calming as: “changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through volumes, in the interest of street safety, livability, and other public purposes.” Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming measures that are available to achieve this effect. The specific measures are described in more detail in appendix 5, but are generally used to address problems with speeding, cut-through traffic, increased volume, and safety. The City often receives requests from residents and business owners for devices that are not appropriate to be used for calming traffic, including stop signs, “Children at Play” signs and traffic signals. A more detailed explanation is given in Appendix 2, Devices Not to be Used for Traffic Calming. When traffic calming measures are implemented successfully, they are effective and self-enforcing.

C. GOALS AND OBJECTIVES OF TRAFFIC CALMING PROGRAM

The goals of the traffic calming program are to:

- Improve local residents' sense of well-being about their neighborhood streets and enhance pedestrian and vehicle safety in residential areas; and
- Calm traffic in commercial areas to foster a more pedestrian- and bicycle-friendly atmosphere in commercial districts where appropriate.

The objectives (not in priority order) of the traffic calming program are to:

- Encourage positive driver behavior in residential neighborhoods;
- Improve neighborhood livability by encouraging adherence to the speed limit;
- Encourage public involvement in the traffic calming process through workshops to identify concerns and appropriate calming devices for use in each neighborhood or business area;
- Improve the shopping experience for shoppers and encourage motorists to patronize local business, rather than speeding past them;
- Effectively balance public safety interests, including traffic mitigation and emergency response;
- Maintain emergency response routes by restricting the use of vertical devices (such as raised intersections) on emergency response routes;
- Design streets to respond to special needs of groups such as elderly, children and the disabled;
- Consider impacts to bicycle and pedestrian traffic when evaluating traffic control measures;
- Consider impacts to transit routes;
- Improve safety for pedestrians and bicyclists;
- Maintain capacity on collector and arterial streets;
- Enhance and maintain primary visitor routes;
- Integrate education, engineering, enforcement and enhancement; and
- Evaluate the effectiveness of traffic calming devices after installation.

D. EVALUATION OF TRAFFIC CALMING MEASURES

There are numerous traffic calming measures that may be implemented to address various traffic conditions. Some traffic calming measures are used to control traffic speed, some to control traffic volume, or in some case both. The following traffic calming measures were considered and have been divided into those designed to control traffic speeds and those designed to control volumes.

Speed Control Measures

1. Bulbouts
2. Chicanes (Not Recommended)
3. Digital Speed Signs
4. Entry Islands with Neighborhood Identification Signs
5. Lateral Shifts
6. Mid-Block Bulbouts
7. Neighborhood Sign Programs
8. Partial Medians
9. Pavement Treatments
10. Police Enforcement
11. Raised Intersections
12. Realigned Intersections
13. Speed Cameras (Not Recommended)
14. Speed Bumps (Not Recommended)
15. Speed Humps (Not Recommended)
16. Speed Limit Signs (Not Recommended)
17. Speed Monitoring Trailers
18. Speed Tables
19. Traffic Circles
20. Speed Cushions

Volume Control Measures

20. Full Street Closures
21. Partial Street Closures
22. Restricted Movement Signage
23. Traffic Diverters / Forced Turn Islands

Factors considered in this analysis included: impact on emergency vehicle response (refer to Appendices 5 - Emergency Response Issues; roadway functional classification (refer to Appendix 4 - Roadway Functional Classifications); appearance; cost; effectiveness; potential liability to the City; bicycle/pedestrian impacts; maintenance costs; and impact on street sweeping operations.

Appendix 2 – Not Used Traffic Control Measures and Appendix 3 – Recommended Traffic Control Measures details each of these measures, including descriptions, best applications, costs, pros and cons.

E. TRAFFIC CALMING CRITERIA

The following criteria and thresholds will be used to determine if the requested location qualifies for traffic calming measures:

- 1) Residential, Collector, or Minor Arterial Streets; the City will not implement traffic calming measures on arterial streets. A map of the “Roadway Classification Map” is identified in Appendix 4. Staff can identify other actions if the street does not meet this basic criterion.
- 2) Neighborhood Support; prior to any data collection by the City, the applicant is requested to present a petition in conjunction with the Traffic Calming Request that identifies a majority of residents/property owner within the neighborhood block having the same concern for the speeding or traffic issue.
- 3) Residential Speeding Thresholds; request for traffic calming for speed related complaints will be eligible for traffic calming if the 85% speed is greater or equal to 7 miles over the speed limit. Residential speed limit is 25 mile per hour.
- 4) Collector and Minor Arterial Streets: requests for traffic calming for speed related complaints will be eligible only on streets with volumes less than 1,000 vehicles per day and the 85% speed is greater or equal to 7 miles over the speed limit.
- 5) Cut through traffic Thresholds; request for traffic calming for cut through traffic complaints for residential streets will be eligible for traffic calming if the average daily traffic is more than 1,600 vehicles per day. Traffic calming requests for cut through traffic complaints for collector and minor arterial streets will not be considered.

Criteria Matrix

STREET TYPE	NEIGHBORHOOD SUPPORT	SPEEDING THRESHOLD	CUT THROUGH THRESHOLD
Local/Residential	Majority of Block in Support	85% speed > 32 mph	ADT > 1,600 vpd
Collector Streets less than 1,000 vehicles per day	Majority of Block in Support	85% speed $\geq$ 7mph over posted speed limit	Not Considered
Minor Arterial Streets less than 1,000 vehicles per day	Majority of Block in Support	85% speed $\geq$ 7mph over posted speed limit	Not Considered
Arterial Streets	Not Considered	Not Considered	Not Considered

F. PROCESS FOR TRAFFIC CALMING REQUESTS

Staff will complete the traffic calming studies on a “first come – first serve” basis. Traffic calming measure will be implemented when funding becomes available. The traffic calming request process is illustrated by flow chart in Appendix 1.

Step 1 – Report the Issue

The first step is to report the issue or concern to the City of Seaside Engineering Division staff at (831) 899-6825. City staff will note the complaint and provide the applicant with a Traffic Calming Request Application (Appendix 6). This application will also be available at www.ci.seaside.ca.us. The application must be accompanied by a list of property owners and/or residents in support of the project. There is an application fee of \$50 dollars due at the time of application submission. When the application is submitted, City staff will evaluate the request to determine the nature of the problem, and determine if the location qualifies. Requests would then be reviewed and verified by the Seaside Traffic Advisory Committee (TAC). The TAC would determine if an application area is currently under study or has been studied before and warrants an updated review. Upon receipt of several complaints/issued specific to a neighborhood, City staff will report to the TAC on a quarterly basis and will initiate a petition to neighboring residents of said affected location upon the direction from TAC.

Step 2 – Data Collection

When it is determined by the TAC that an application warrants a review, a request for data collection is forwarded to the Seaside Public Works Division staff, which will then determine a project study area, collect traffic volume, speed data and observe traffic patterns. At this time staff will confirm that a majority of residents within the project study area perceive a problem and support an implementation of traffic calming. The above mentioned thresholds identified in Section E will determine eligibility for traffic calming. Cut through or volume related requests will be evaluated with Phase II traffic calming measures.

Step 3 – Phase I Traffic Calming

If the street location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Phase I traffic calming. These measures may include:

- Radar Speed Trailer Deployment – This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit.
- Traffic Enforcement Actions – This is traditional enforcement activity on the part of the Public Safety’s traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- Traffic Signing and Pavement Markers – Public Works staff will review all traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with the interested neighbors.

Step 4 – Follow Up Data Collection

If one or more of the Phase I traffic Calming measures is implemented, City staff will collect speed and/ or volume data approximately three to six months after Phase I implementation to measure Phase I traffic calming effectiveness. If the measure/s were successful, and the thresholds identified in Section E above are not met or exceeded then the traffic calming process will end at this point. Repeat request will not be eligible for review within the first 3 years after last evaluation.

Step 5 – Phase II Traffic Calming: Plan Preparation, Design, Installation and Maintenance

Phase II requests must be recommended by the Traffic Advisory Committee and authorized by the City Engineer, supported by both Phase I traffic calming follow-up data and neighborhood support. Annually the City Council will be presented with Traffic Calming Phase II requests in conjunction with the City's budget process. The City Council will prioritize request based upon a recommendation from the TAC. Criteria used to evaluate the prioritization will include public support, proposed cost estimate, accident history, speed data, traffic volume, proximity to schools or parks, availability of funding and matching funds. In the absence of City funding to implement Phase II traffic calming, residents of a neighborhood may also elect to fund traffic calming measure implementation improvements or create a special assessment district.

Step 6 – Preparation and Implementation of a Phase II Traffic Calming Plan

Once the City Council has authorized a city-funded traffic calming study, city staff will work with the public to develop neighborhood traffic calming plan that incorporates both Phase I and Phase II traffic calming measures. Possible solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These traffic calming measures have been included in Appendix 3. The following general criteria must be met to consider the installation of any Phase II traffic calming measure:

- Installation should not significantly result in traffic diversion to other neighborhood streets.
- Depending on which Phase II traffic calming measures are used in a traffic calming plan, diversion may occur on adjacent streets, or in adjacent neighborhoods. For traffic calming plans where extensive diversion is expected, the City Council must approve an environmental review of the traffic calming plan as required by the California Environmental Quality Act (CEQA).
- At least 60% of the impacted residents as identified within the plan shall support the installation. Impacted residents include those fronting onto a street receiving the proposed traffic calming devices as well as those within an "area of impact" determined by the City Engineer.
- Devices shall be located a minimum of 25 feet from driveways, manholes, drain inlets, water valves, street monuments, and other appurtenances as deemed necessary and feasible.
- Devices shall be located a minimum of 25 feet from fire hydrants where feasible.
- Devices shall be installed only where a minimum safe stopping distance can be provided.
- Seaside Fire Department shall review the plan and make recommendations to assure that emergency response times or access are not negatively affected within designated emergency routes. Emergency routes are identified in Appendix 5.

Other subjective information will be considered:

- Physical characteristics (road width, alignment, parking);

- Neighborhood characteristics (Land uses, number of residents affected, setback of houses, potential impact of improvement(s);
- Accident history;
- Timing (can traffic calming be incorporated into scheduled infrastructure or development projects).

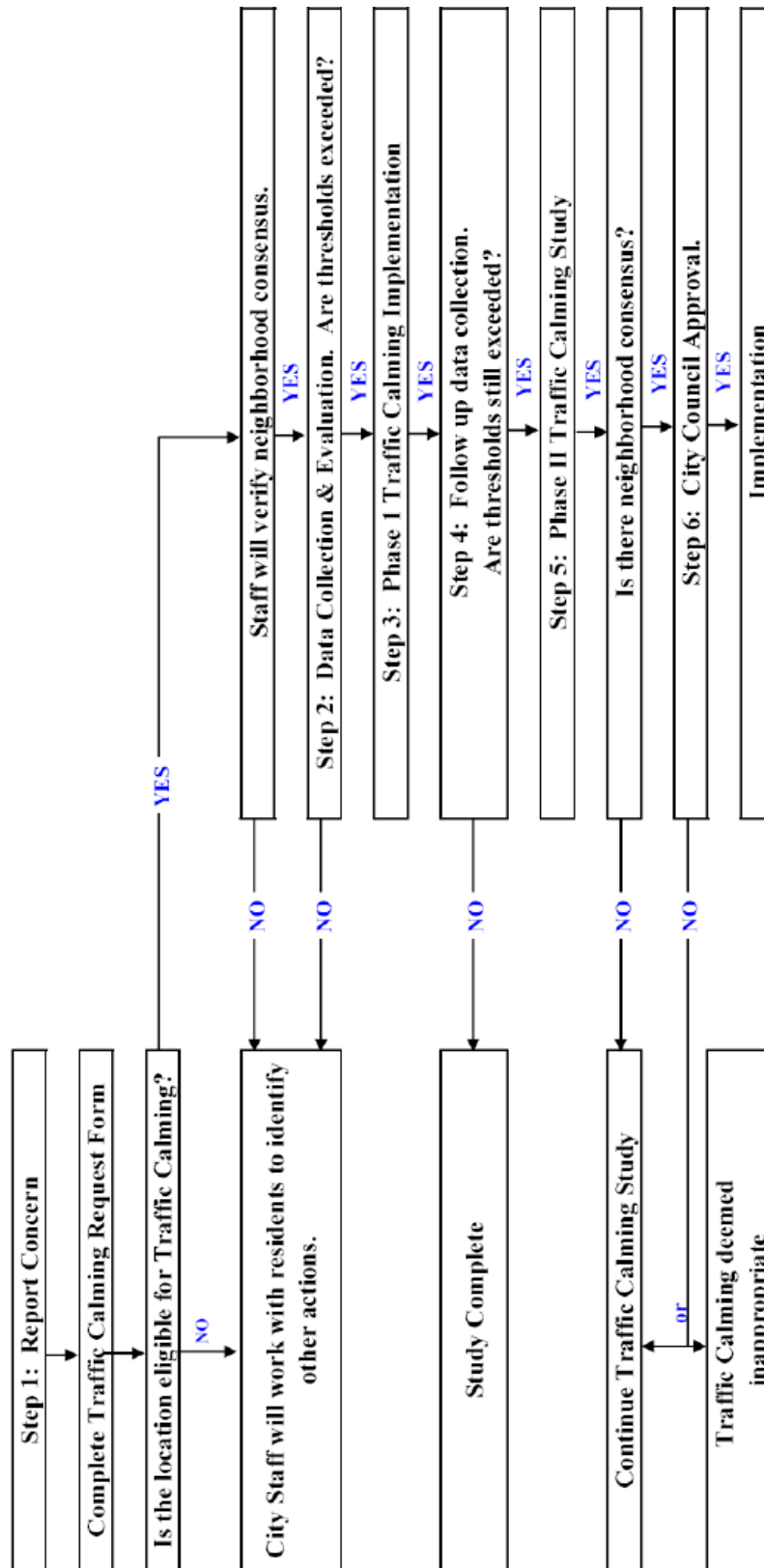
Step 7 – Follow Up Studies

Staff will monitor on an on going basis after implementation for effectiveness.

G. APPENDICES

- Appendix 1. Traffic Calming Flow Chart
- Appendix 2. Measures Not to be Used for Traffic Calming
- Appendix 3. Recommended Traffic Calming Measures – Speed & Volume Measures
- Appendix 4. Roadway Functional ClassificationS
- Appendix 5. Emergency Response Issues
- Appendix 6. Traffic Calming Request Application

APPENDIX 1 – TRAFFIC CALMING PROCEDURE FLOW CHART



APPENDIX 2. DEVICES NOT TO BE USED FOR TRAFFIC CALMING

The following devices are NOT to be used for traffic calming on City of Seaside streets:

Stop Signs: Stop signs are traffic control devices intended to control the right-of-way at intersections. Stop signs have not been found to be effective for use as speed control devices; in fact, they have been found to aggravate speeding conditions between stop locations. In addition to a number of negative environmental impacts from excessive use of stop signs (noise, air quality, fuel consumption), stop signs penalize all drivers, those driving the speed limit as well as those speeding. The City of Seaside follows state and federal warrants for the use of stop signs and unwarranted stop signs have been found to create more problems than they solve.

Traffic Signals: Traffic signals, like stop signs, are traffic control devices intended to control the right-of-way at intersections. Traffic signals are designed to improve safety and are installed where significant traffic conflicts require them. Traffic signals are generally used on higher volume, higher classification roadways and diminish the residential feel of a street. The City of Seaside follows state and federal warrants for the use of traffic signals based on traffic volume and accident history.

“Children at Play” Signs: Although commonly requested, these signs are not standard traffic control devices or warning signs. Studies made in cities where “Children at Play” signs were widely posted in residential areas show no evidence of having reduced pedestrian accidents or vehicle speed. Because there are children in most residential areas, the signs would warn of common conditions and could arguably be placed on every residential block. In fact, signs installed to warn motorists of normal conditions in residential areas usually fail to achieve the desired safety benefits. Even though some parents believe “Children at Play” signs increase safety, they cannot provide any degree of protection. The “Children at Play” sign is a direct and open suggestion that it is acceptable for children to play on residential streets. Obviously, children should not be encouraged to play in the roadway. “Children at Play” signs on City streets do not meet adopted signing standards. Specific warnings for schools, playgrounds, parks and other recreational facilities are available for use where warranted.

Chicanes: Chicanes consist of a series of bulbouts or curb extensions that narrow the street to one lane at selected points and force motorists to slow travel speed to maneuver between them. Also known as deviations, serpentine, reversing curves, or twists. Chicanes are designed to reduce vehicle speeds on long blocks (over 500 feet) that have an average daily traffic under 1,500 vehicles per day. Chicanes are not recommended for use in the City of Seaside because they may encourage “race car” behavior, with motorists traveling in straight line rather than with the alignment of the street, causing potential for head on collisions. They are not recommended for use in any area of the City.

Speed Cameras: Camera which catches and records speed data as well as unlawful driving. Speed cameras are often used as “red light cameras” to catch red signal runners. Can be used in place of enforcement as a device to monitor speeders and take pictures of their license to send them a ticket. Due to the controversial nature of speed cameras, they are not recommended for use in the City of Seaside.

Speed Bumps: Speed bumps are an abrupt raised area in the pavement surface which are typically 3 to 6 inches in height with a travel length of 6 inches to 3 feet. They can be manufactured or made of asphalt concrete. They are effective at controlling speeds on low volume, low speed roads, especially private driveways and parking lots. Speed Bumps are not recommended for use in the City of Seaside. There is a potential for City liability due to auto damage from bottom out and passenger injury from excessive speed over the hump. Emergency vehicles may have difficulty traveling over the humps and there is potential for response time delays. There is a potential for City liability due to auto damage from bottom out and passenger injury from excessive speed over the hump.

Speed Humps: Rounded raised area placed across the road. Speed humps typically raised 3 inches over 12 feet. Speed Humps can be manufactured or be created with asphalt.

Speed Limit Signs: Clearly posted signs defining the legal speed limit under normal conditions. Speed limit signs have not been shown to reduce traffic speeds, they are not recommended for use in the City of Seaside unless paired with a significant enforcement effort.

APPENDIX 3. RECOMMENDED TRAFFIC CONTROL MEASURES

This appendix describes speed and volume control recommended traffic control measures for use in the City of Seaside.

SPEED CONTROL MEASURES CONSIDERED

1. Bulbouts
2. Digital Speed Signs
3. Entry Islands with Neighborhood Identification Signs
4. Lateral Shifts
5. Mid-Block Bulbouts
6. Neighborhood Sign Programs
7. Partial Medians
8. Pavement Treatments
9. Police Enforcement
10. Raised Intersections
11. Realigned Intersections
12. Speed Monitoring Trailers
13. Speed Tables
14. Traffic Circles
15. Speed Cushions

1. Bulbouts

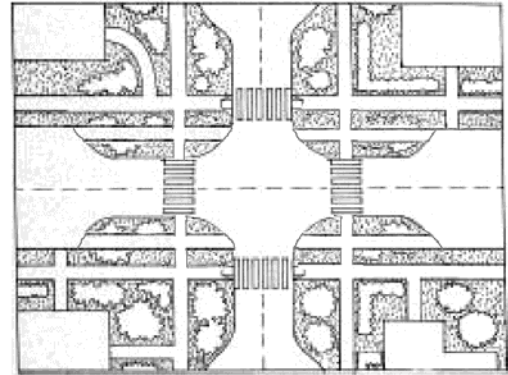
Description

Narrows an intersection through a set of curb bulbouts to create a narrow, single-lane for both travel directions. Also known as neckdowns, knuckles, curb extensions or intersection narrowing.

Best Application

Typically used at intersections where parking is able to be restricted. Narrowed street must restrict cars from passing each other through the intersection at higher than posted speeds. Best when street volumes are between 600 and 2,000 average daily traffic (ADT).

To assist large-vehicle entry, design intersection to enhance right-turn movements (place curb extension on right-side of entry). Recommended for use on minor arterials and collectors where an intersection must provide speed control and pedestrian accessibility.



Costs

- ❑ Installation: \$5,000 to \$20,000 per intersection depending on landscaping¹
- ❑ Maintenance: May be high depending on landscaping and street cleaning schedule

Pros

- ❑ Slows vehicles at an intersection entry-point.
- ❑ Improves visibility for pedestrians at intersections; helps to “pedestrianize” intersections by “reclaiming” pavement for pedestrian and streetscape amenities
- ❑ Reduces speed of turning motor vehicles due to reduced turning radius at intersection
- ❑ Encourages pedestrians to cross at designated locations
- ❑ Increases sight distance by preventing motorists from parking at corners
- ❑ Improves access for emergency responders and large vehicles at narrow streets that might otherwise be blocked by on-street parking
- ❑ Improves compliance with Americans with Disabilities Act (ADA) specifications
- ❑ Adds to public space and potential for community pocket park

Cons

- ❑ Limited vehicle speed reduction when design lacks substantial vertical or horizontal diversion to travel path
- ❑ Relatively high cost of curb and drainage modification and potentially addition of landscaping, decorative pavement or street furniture
- ❑ May create restrictions to bikeway capacity, depending on design
- ❑ May cause problems for trucks and right turn movements

Recommendation: Bulbouts are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development

¹ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

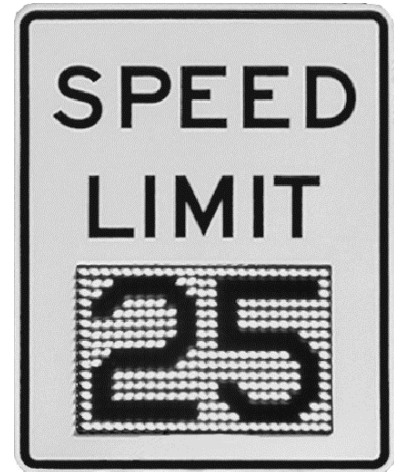
2. Digital Speed Signs

Description

Speed sign in place of or mounted with a traditional speed limit sign with radar displaying motorist actual speed.

Best Application

Streets where speeding is a problem but legal speed limit knowledge and motorist actual speed is thought to be misunderstood or misguided. Recommended for use in school zones or on local and collector streets to heighten motorist attention. These signs are most effective if moved from location to location.



Costs

- ❑ Installation: \$2,000 - \$4,500 per application²
- ❑ Maintenance: Very low if signs are durable and vandalism is not present

Pros

- ❑ Educate motorists of their speed
- ❑ Popular with the Public, interpreted as City action
- ❑ Effective for temporary speed reduction needs
- ❑ Come with a variety of options including: solar, data collection, alarm, strobe light.
- ❑ Can be removed and relocated to different existing speed signs

Cons

- ❑ Traffic can easily disobey signs
- ❑ Duration of effectiveness is limited
- ❑ Not self enforcing
- ❑ Some motorists speed up in an effort to register a high speed

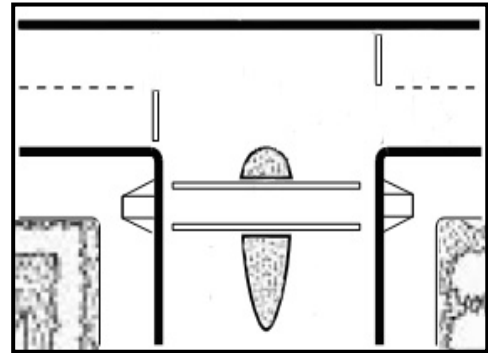
Recommendation: Digital speed signs are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

² "Domestic and US Speed Signs." Ingram Technologies. 13 Oct. 2008 <http://www.ingram-tech.com/us_signs.htm>.

3. Entry Islands with Neighborhood Identification Signs

Description

A raised island in the center of a two-way street that identifies the entrance to a neighborhood. Typically occurs at an intersection of a neighborhood street with another through street.



Best Application

Best where a local residential street meets a street with a higher roadway classification. Pedestrian visibility should be maintained at adjacent crosswalks.

Recommended for local street intersections and intersections between collectors and local streets.

Costs

- ☐ Installation: Low cost when installed within existing right-of-way
- ☐ Maintenance: Dependent upon type of landscaping

Pros

- ☐ Notifies motorists of a change in the roadway character
- ☐ Helps to slow traffic as it enters a new neighborhood or lower street classification
- ☐ Provides opportunities for landscaping and/or monument signage
- ☐ May discourage neighborhood cut-through traffic
- ☐ Helps to enhance neighborhood identity

Cons

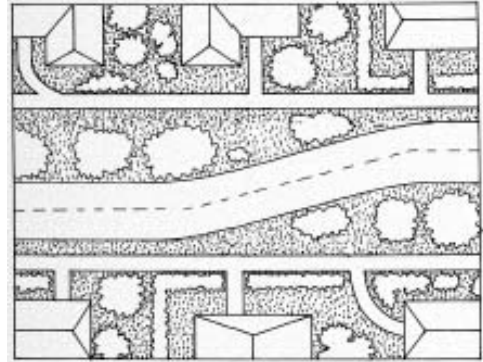
- ☐ May require maintenance and water for irrigation when landscaping is included
- ☐ May reduce road width for bike lanes
- ☐ May eliminate on-street parking where right-of-way is narrowed from the center
- ☐ Could make it difficult for turning vehicles
- ☐ Could fragment the City

Recommendation: Entry Islands are recommended for use new residential development. They should be carefully considered before placement in existing City of Seaside residential neighborhoods since they could fragment the City.

4. Lateral Shifts

Description

Curb extensions on otherwise straight streets that cause travel lanes to bend one way and then bend back to the original direction of travel. Also referred to as axial shifts, staggers, or jogs. With the correct angle of deflection, may be used on collectors or arterials with higher traffic volumes and posted speeds. Where possible, shifts may be combined with center medians to prevent short-cutting travel deflection.



Best Application

Best for new roads due to extent of shift in travel path. For best results in speed reduction, design for lateral shifts of at least one-lane width and angles of deflection of up to 45 degrees. Recommended for use on low volume arterials .

Costs

- ☐ Installation: May be significant if applied to existing roadway
- ☐ Maintenance: Depends on extent of landscaping

Pros

- ☐ May be created at moderate costs using protected parking bays, maintaining existing curb
- ☐ Can create attractive public park or open space where shift occurs
- ☐ Minimal impact on emergency response
- ☐ No impact to bikeway or on-street parking when roadway width is maintained

Cons

- ☐ Requires significant public right-of-way
- ☐ Typically results in only minor speed reductions if travel path is not significantly restricted
- ☐ Can eliminate on-street parking
- ☐ Cannot be used where right-of-way is restricted
- ☐ High cost of curb alignment and landscaping if roadway is redesigned

Recommendation: Lateral shifts are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

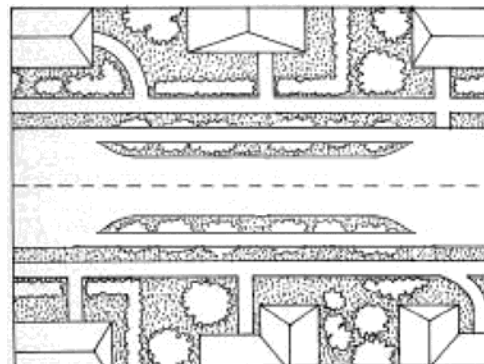
5. Mid-Block Bulbouts

Description

Curb extensions at midblock that narrow a street by widening the sidewalk or side planting strip. Also called pinch points, midblock narrowings, midblock yield points, or constrictions. May be parallel or angled.

Best Application

Narrow mid-block point to at least 18 feet or less than standard two lane width for desired effect; must restrict two-way travel to adequately reduce speeds. Best when street volumes are between 600 and 2,000 average daily trips (ADT). Recommended for use on local and collectors.



Costs

- ❑ Installation: \$5,000 to \$20,000 each depending on site conditions and desired landscaping³
- ❑ Maintenance: Moderate, depending on extent of landscaping

Pros

- ❑ Improves pedestrian and motorist safety; helps to “pedestrianize” mid-blocks
- ❑ Increases visibility for pedestrians due to heightened driver attention when negotiating obstacle
- ❑ Encourages pedestrians to cross at designated locations; provides opportunity for safe mid-block crossing
- ❑ Maintains emergency vehicle access; minimal response time impacts
- ❑ Improves compliance with Americans with Disabilities Act (ADA) specifications
- ❑ Adds to public space and potential for community pocket park and landscaping

Cons

- ❑ May have limited effect on vehicle speed reduction where substantial vertical or horizontal diversion is lacking
- ❑ Relatively high cost of curb and drainage modification and potentially addition of landscaping, decorative pavement or street furniture
- ❑ Perception that one-lane chokers are unsafe due to potential for approaching traffic head-on collision; 1.5-lane chokers create uncertainty for drivers of safety in passing oncoming traffic through choker.
- ❑ Significantly reduces on-street parking and bikeway capacity

Recommendation: Mid-block bulbouts are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

³ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

6. Neighborhood Sign Programs

Description

Signs distributed within a neighborhood to inform and encourage motorists to observe the posted speed limits, calming measures and redirection rules. Signs must be in accordance with the California Edition of the Manual on Uniform Traffic Control Devices (MUCTD)



Best Application

Any street or neighborhood where speeding is problematic. Best when used in conjunction with police enforcement. Recommended for use on local and collectors.

Costs

- ❑ Installation: Approximately \$350 per sign (cost based upon 2011 City of Seaside fees & charges)
- ❑ Maintenance: Very low if signs are durable and vandalism is not present

Pros

- ❑ Useful as an educational tool for motorists travelling through neighborhood.
- ❑ Effective for temporary speed reduction needs
- ❑ No reduction in bike or parking capacity

Cons

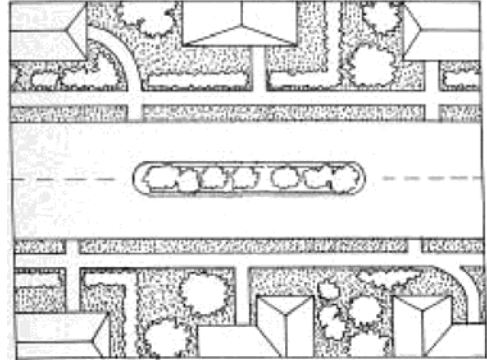
- ❑ Duration of effectiveness may be limited when motorists become used to signs without enforcement
- ❑ Not self-enforcing
- ❑ May contribute to additional 'sign pollution'

Recommendation: Neighborhood sign programs are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

7. Partial Medians

Description

Raised islands located along the centerline of a street that narrow the travel lanes. Also called midblock medians, median slow points, or median chokers. Placed at the entrance to a neighborhood, they are often called gateways. May be used effectively on curves or just outside of intersections.



Best Application

Most effective when used as short interruptions to an otherwise open street cross section, rather than long medians. Vegetation should not obscure visibility between motorists, bicyclists, and pedestrians at intersections and pedestrian crossing areas. Travel lane width should be maintained at least 12 feet wide with a maximum length between access points of 200 feet to accommodate emergency access. Recommended for use on minor arterials, collectors and local streets.

Costs

- ❑ Installation: \$15,000 to \$30,000 per 100 feet⁴
- ❑ Maintenance: Depends on extent of landscaping

Pros

- ❑ Narrowed travel lanes provide “friction” that reduces vehicle speeds
- ❑ Significant opportunity to add attractive landscape element to center of street
- ❑ Can be used to control traffic access to adjacent properties if desired
- ❑ Helps to “pedestrianize” street, especially when utilized along with a street crossing

Cons

- ❑ May narrow street right-of-way to less than design width
- ❑ Long medians may impact emergency access and operations
- ❑ May interrupt driveway access and result in downstream U-turns
- ❑ Requires removal of on-street parking
- ❑ May require bikeway to merge with travel way

Recommendation: Partial medians are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

⁴ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

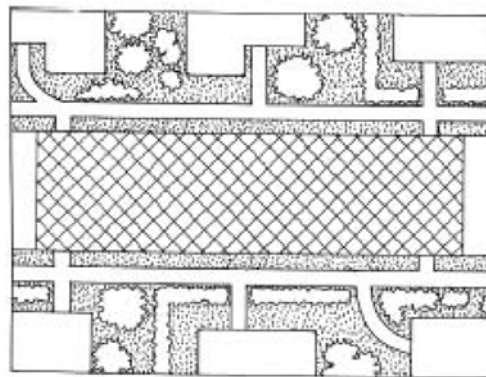
8. Pavement Treatments

Description

Varied pavement texture or color to heighten motorist awareness. Can include colored pavement, pavers or textured concrete.

Best Application

Where driver awareness needs to be heightened, for example a pedestrian crossing, center travel/turn lane, or approaching a non-highly visible intersection. Best served in commercial areas so not to interrupt adjacent residents. Recommended for use on minor arterials and collectors streets where a road section must provide motorist awareness and pedestrian accessibility.



Costs

- ❑ Installation: ~ \$30 per square foot (cost based upon 2011 estimate)
- ❑ Maintenance: Needs replacing ~twice as frequently as typical asphalt

Pros

- ❑ Add attractive pavement element to street
- ❑ Improves pedestrian safety with slowing speeds
- ❑ Pavement types are typically bicycle friendly
- ❑ Does not impact emergency response times

Cons

- ❑ More expensive than traditional asphalt
- ❑ Minimal impact on traffic speeds
- ❑ Potential noise problem for adjacent residents

Recommendation: Pavement treatments are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

9. Police Enforcement

Description

Establishment of regular police presence to monitor speeds and issue citations at problematic traffic areas.



Best Application

Streets with documented speeding problems in need of quick mitigation where established traffic restrictions are being violated. Effective in school zones or when new calming measures or restrictions are first implemented. Recommended for use on all street classifications.

Costs

Highly variable, depending on coverage area, time and staff requirements. May be partially offset by citation fees.

Pros

- ❑ Very effective calming during presence of police monitoring or expected police presence
- ❑ Flexible measure that can be implemented in almost any location with short notice

Cons

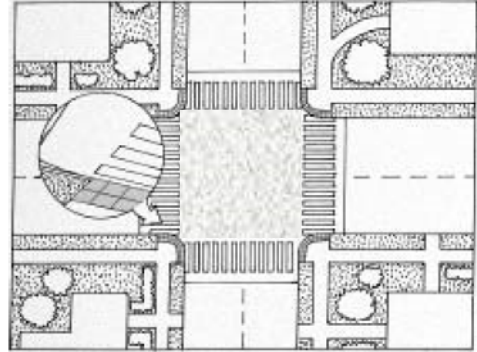
- ❑ Not self-enforcing due to temporary nature of calming when police are present
- ❑ Fines do not typically cover cost of enforcement
- ❑ May disrupt efficient traffic flow on high volume streets
- ❑ Short “memory effect” on motorists when enforcement officer is no longer present

Recommendation: Police enforcement is recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

10. Raised Intersections

Description

Flat raised area, typically 3-4 inches, covering entire intersections with ramps on all approaches often with brick or textured material on the flat section.



Best Application

Intersection where high pedestrian volume is anticipated especially when faced with high traffic speeds and little or no traffic controls (STOP sign or traffic signal). Design speed can be 20-30 mph and best used on collector or minor arterial streets.

Costs

- ☐ Installation: \$25,000 - \$70,000⁵
- ☐ Maintenance: ~\$500/year + additional paving needs (cost based upon 2011 estimate)

Pros

- ☐ No loss of on-street parking
- ☐ Safe and easy for bicyclists to cross
- ☐ Visually emphasizes a desirable intersection
- ☐ Increased Pedestrian safety at intersection

Cons

- ☐ Street cleaning vehicle consideration
- ☐ Not effective on grades
- ☐ Need sufficient sight distance
- ☐ Does not drastically reduce vehicle speeds due to non-abrupt nature of pavement rise
- ☐ Could cause some motorists to drive on and over sidewalk
- ☐ Could slow emergency vehicle response times
- ☐ City liability: Passenger damage from too quick speed over hump
- ☐ Could be noisy for nearby residents

Recommendation: Raised intersections are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development. They are not recommended for use on emergency response routes. Refer to Section D. 'Emergency Response Routes' for more information.

⁵ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

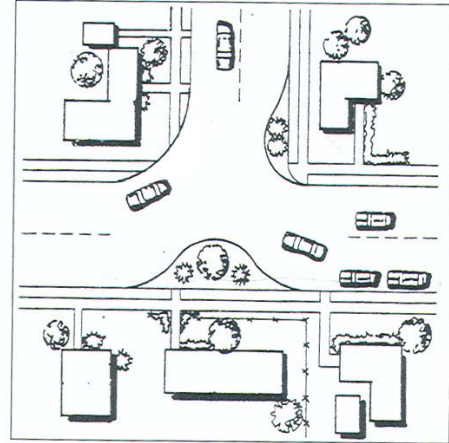
11. Realigned Intersections

Description

Realigns T-intersection to make the through movement a turning movement.

Best Application

Best on streets that approach other streets with a higher roadway classification and where traffic slowing is desired as it enters a neighborhood. Recommended for use at local street intersections and where collectors meet local streets at a T-intersection.



Costs

- ❑ Installation: High on existing streets due to total intersection re-design. Minimal additional cost for new streets.
- ❑ Maintenance: Dependent on extent of landscaping

Pros

- ❑ Provides landscaping opportunities
- ❑ Discourages traffic from continuing through a neighborhood or approaching a T-intersection at unsafe speeds
- ❑ Breaks up sight lines
- ❑ No loss of bikeway capacity, when appropriately designed

Cons

- ❑ May redirect traffic to another local street with less restriction
- ❑ May increase queue lengths at intersections
- ❑ High cost for existing intersections
- ❑ May change stop configuration and affect emergency response times
- ❑ Eliminates on-street parking where curbs are realigned

Recommendation: Realigned intersections are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

12. Speed Monitoring Trailers

Description

Mobile trailer with radar displaying motorist speed

Best Application

Streets where speeding is a problem but legal speed limit knowledge is thought to be misunderstood. Recommended for use on all street classifications. Speed trailers are most effective if moved from location to location on a regular basis



Costs

- ☐ Installation: \$3,000 per unit⁶
- ☐ Maintenance: ~\$500 per application (cost based upon 2011 estimate)

Pros

- ☐ Educate motorists of their speed
- ☐ Popular with the Public, interpreted as City action
- ☐ Effective for temporary speed reduction needs
- ☐ Some models have data collection capabilities and can be powered with solar energy

Cons

- ☐ Traffic can easily disobey signs
- ☐ Duration of effectiveness is limited
- ☐ Not self enforcing
- ☐ Some motorists speed up in an effort to register a high speed

Recommendation: Speed monitoring trailers are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

⁶ "Domestic and US Speed Signs." Ingram Technologies. 13 Oct. 2008 <http://www.ingram-tech.com/us_signs.htm>.

13. Speed Tables

Description

Flat topped raised areas placed across the road typically with textured material on the flat top region. Designed for entire wheelbase of a car to rest on top, often 3 inches high and 22 feet long. Possess higher design speeds than speed humps due to the less abrupt elevation change. Design speed approximately 25-30 mph and can be used on local streets.

Best Application

Low cost quick installation for a medium design speed street, great for improved pedestrian safety. Recommended for use on collector and residential streets. Not recommended for use on Emergency Vehicle Routes.

Costs

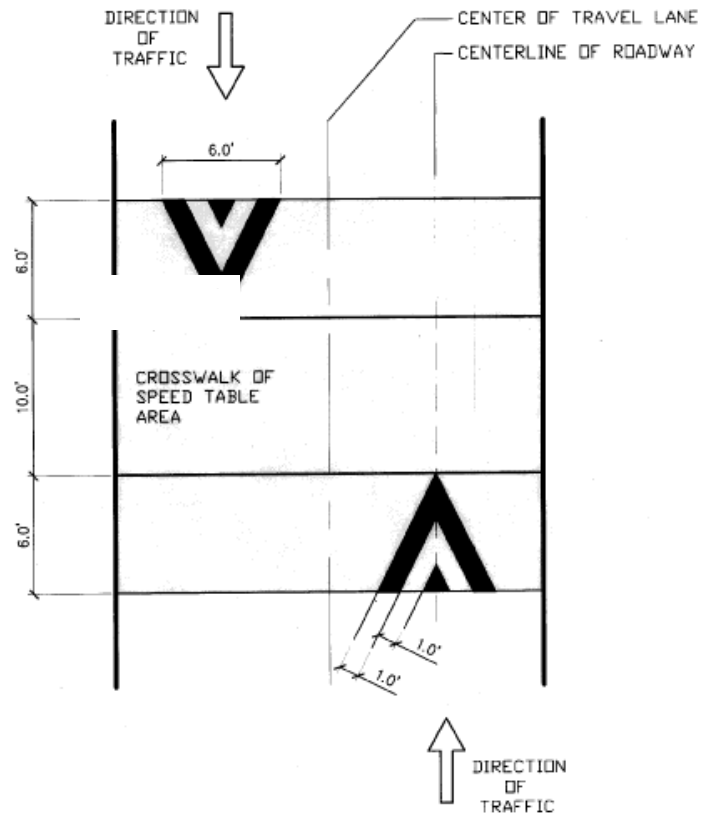
- ☐ Installation: \$5,000 - \$15,000⁷
- ☐ Maintenance: ~\$500/year (cost based upon 2011 estimate)

Pros

- ☐ Effective at reducing speeds
- ☐ No loss of on-street parking
- ☐ Bicycle friendly installation with setbacks from curb is easily achievable
- ☐ Design speeds greater than speed hump
- ☐ Less jarring on cars than speed humps
- ☐ Improved pedestrian safety as cars are more aware
- ☐ Good for localized problems

Cons

- ☐ Has minimal effect on trucks and SUV's
- ☐ Maintenance of asphalt placed non-monolithically (subject to increased cracking and potential for ponding creates maintenance problems)
- ☐ More expensive than speed humps by approx. \$500
- ☐ Could pose problems for emergency response vehicles
- ☐ Potential for City liability due to passenger damage from too quick speed over hump
- ☐ Street cleaning vehicle consideration



Recommendation: Speed tables are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development. They are not recommended for use on emergency response routes. Refer to Section D. Emergency Response Routes for more information.

⁷ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

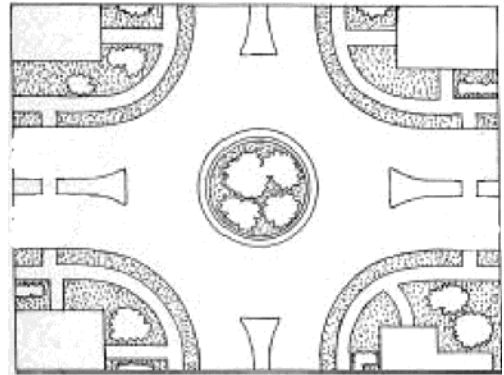
14. Traffic Circles

Description

Raised islands placed in intersections which cars circle around counterclockwise, typically controlled by YIELD signs on all approaches.

Best Application

Intersections with low traffic volumes and good sight distance where stop signs could be replaced for higher vehicle efficiency or where intersection speed calming is desired. Any design speed can be met. Should be applied on collector or local streets where left turn movements are limited.



Costs

- ❑ Installation: \$8,000 - \$15,000⁸
- ❑ Maintenance: Varies with landscape vs. sculpture vs. mountable

Pros

- ❑ Can be bicycle friendly as they would YIELD just as a car and circle
- ❑ Eliminates straight through traffic using high speeds
- ❑ Breaks up sight-lines on straight streets
- ❑ Can be designed as mountable for buses and other large vehicles

Cons

- ❑ Landscaping suggested for visibility (watering concerns)
- ❑ Large sight distance and good visibility required to remain safe when entering the intersection
- ❑ Potential loss of on-street parking to achieve good visibility
- ❑ Must have large intersection to accommodate full circle (Circle diameter should be minimum 90 feet)
- ❑ Large vehicle (such as fire emergency vehicles) inability to turn small-radius circles
- ❑ Potential for emergency response time delays of up to 6 seconds
- ❑ Makes pedestrian crossing difficult

Recommendation: Traffic circles are recommended for use in new developments. They are not recommended for existing neighborhoods. This is because in order to be effective, these circles should be at least 90 feet in diameter. There is not sufficient right-of-way in most existing neighborhoods to construct a circle that large.

⁸ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

15. Speed Cushions

Description

Speed cushions are designed as several small speed humps across the width of the roadway with spaces between them. They are designed to force cars to slow down as they ride with one or both wheels on the humps and allow for larger vehicles, with wider axle, to straddle the cushions. Speed cushions can be designed using hot mix asphalt (HMA) or can be installed as rubberized units. Rubberized units come in 18" widths 42" long and can be pieced together to form the required width needed for any width of the street.



Best Application

Low cost quick installation for a medium design speed street. Recommended for use on low volume collector, residential streets and can be used on Emergency Vehicle Routes.

Costs

- ❑ Installation: \$8,000 - \$15,000⁹
- ❑ Maintenance: Very little maintenance.

Pros

- ❑ Can be bicycle friendly
- ❑ Eliminates straight through traffic using high speeds
- ❑ Speed cushions do not present any notable disadvantages for emergency vehicles.

Cons

- ❑ Potential loss of on-street parking
- ❑ Subject to streets with a speed limit of 30 mph or lower
- ❑ May divert traffic through neighboring streets

Recommendation: Speed cushions are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

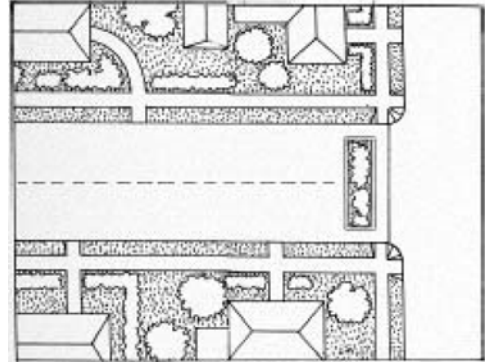
VOLUME CONTROL MEASURES

- 14. Full Street Closures
- 15. Partial Street Closures
- 16. Restricted Movement Signage
- 17. Traffic Diverters / Forced Turn Islands

14. Full Street Closures

Description

Barriers placed across a street to close the street completely to through traffic, usually leaving only sidewalks or bike paths open. Also called cul-de-sacs or dead-ends. May consist of landscaped islands, walls, gates, side-by-side bollards, or other obstructions that leave an opening smaller than the width of a small passenger car. A turn around area must be provided.



Best Application

Best used to eliminate cut-through traffic. Often used as a last resort after other calming measures are determined to be ineffective. May be designed to allow emergency access through temporary barriers. Recommended for use on local streets only.

Costs

- ❑ Installation: \$30,000 - \$100,000¹⁰
- ❑ Maintenance: Varies with landscape vs. sculpture vs. mountable

Pros

- ❑ Provides lower traffic volumes on targeted streets (only accessible to local traffic)
- ❑ Create bike and pedestrian zones when designs include parks, paths, public plazas or other public spaces

Cons

- ❑ May be controversial to local residents when limiting access
- ❑ Not effective as a speed reduction method as access is denied and speed problems are transferred to other routes
- ❑ Raises opposition from emergency responders when access is denied
- ❑ Reduces street network connectivity and capacity
- ❑ May increase traffic on parallel streets that carry diverted traffic
- ❑ Local residents are often resistant to change
- ❑ Could pose emergency response issues

***Note:** A Full Street Closure may cause through traffic to use parallel streets, thus creating a traffic volume problems on different streets. They should be used only where traffic is to be directed away from a residential neighborhood towards a collector or arterial in a commercial area.*

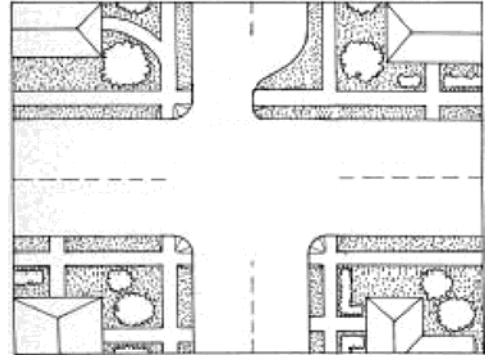
Recommendation: If carefully planned, full street closures are recommended for use in existing City of Seaside residential neighborhoods.

¹⁰ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

15. Partial Street Closure

Description

Barriers that block travel in one direction for a short distance on otherwise two-way streets. Usually located at intersections of an arterial street onto a residential street where access to the residential street must be deterred.



Best Application

Most effectively installed in staggered sets to make travel through neighborhoods with gridded streets circuitous rather than direct. Design should include measures that make violations of partial closure difficult and awkward (i.e., extended barriers, angled exits to deter turns into partially closed street, signage and physical deterrents). Should not be used on emergency routes. Recommended for use on local streets.

Costs

- ❑ Installation: \$12,000 to \$20,000, depending on landscaping and size¹¹
- ❑ Maintenance: Depends on extent of landscaping and type of closure design

Pros

- ❑ Allows limited egress for local residents compared to full closure
- ❑ Reduces the use of a street as a cut-through street, when undesirable
- ❑ Restricts access to a street without making it a one-way street
- ❑ Can create pocket parks and street landscaping

Cons

- ❑ May increase distance that residents must travel to reach destination
- ❑ Reduces street network connectivity and capacity
- ❑ May increase traffic on parallel streets that carry diverted traffic
- ❑ Local residents are often resistant to change
- ❑ Allows occasional access to emergency responders or school buses when adequately designed

***Note:** A Partial Street Closure may cause through traffic to use parallel streets, thus creating a traffic volume problems on different streets. They should be used only where traffic is to be directed away from a residential neighborhood towards a collector or arterial in a commercial area.*

Recommendation: If carefully planned, partial street closures are recommended for use in existing City of Seaside residential neighborhoods

¹¹ Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

16. Restricted Movement Signage

Description

Signs that limit or prohibit certain movements at an intersection

Best Application

Streets where reducing cut-through traffic or cross-traffic turns is desired. Recommended for use on arterial and high volume collectors.



Costs

- ❑ Installation: Approximately \$350 per sign (cost based upon City of Seaside 2011 fees & charges)
- ❑ Maintenance: Very low if signs are durable and vandalism is not present

Pros

- ❑ Can be very effective
- ❑ Redirects traffic to main thoroughfares and restricts turning patterns across high volume streets
- ❑ Reduces cut-through traffic in neighborhoods
- ❑ Addresses peak traffic problems
- ❑ No loss of on-street parking or bikeway capacity

Cons

- ❑ Not self-enforcing (low voluntary compliance)
- ❑ May increase trip lengths for some drivers
- ❑ May increase number of downstream turning movements
- ❑ May increase “visual pollution” from signs

Recommendation: Restricted movement signage is recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

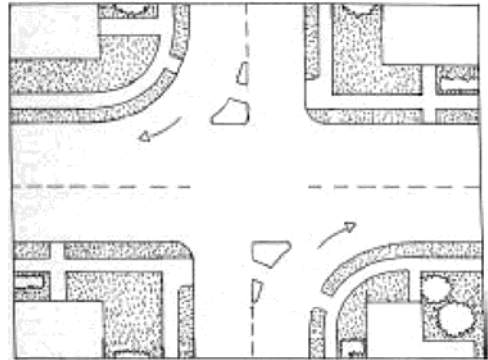
17. Traffic Diverter/Forced Turn Islands

Description

Raised islands that block certain movements.

Best Application

Intersections where traffic is strongly encouraged one direction and not the other, example: traffic leaving a complex to be directed towards city thoroughfare and away from side residential street. Also intersection median barrier placed through an intersection preventing cross-street through movements and left-turning movements. Recommended for use on collector and residential streets.



Costs

- ❑ Installation: ~ \$10,000 - \$20,000 per island¹²
- ❑ Maintenance: Varies with landscape vs. sculpture vs. mountable

Pros

- ❑ Easily direct traffic to desired streets/locations
- ❑ Design can reduce wait times by forcing a turning movement and not allowing straight through
- ❑ No effect on bicycles other than controlling their direction similar to autos

Cons

- ❑ Traffic can easily disobey signs and drive around diverter
- ❑ Landscaping or signs must be placed in them for increased visibility
- ❑ Potential loss of on-street parking depending on intersection configuration

Note: A traffic diverter or forced turn island may cause through traffic to use parallel streets, thus creating a traffic volume problems on different streets. They should be used only where traffic is to be directed away from a residential neighborhood towards a collector or arterial in a commercial area.

Recommendation: Traffic diverters / forced turn islands are recommended for use in existing City of Seaside residential neighborhoods and commercial areas as well as for new development.

¹² Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000.

**SPEED AND VOLUME CONTROL MEASURES
REFERENCES**

Institute of Transportation Studies, University of California, Davis, 2028 Academic Surge, One Shields Avenue, Davis, CA 95616, (530) 752-6548, <http://www.its.ucdavis.edu>

Monterey, City of. City of Monterey Neighborhood Traffic Calming Program, 9/18/07

Los Angeles Department of Transportation. Traffic Calming Program, Department Headquarters, City of Los Angeles Department of Transportation, 100 S. Main St., 10th Floor, Los Angeles, CA 90012, Phone: (213) 972-8470, TDD: (213) 977-7032, Fax: (213) 972-8410, Email: ladot@lacity.org

Burden, Dan. Streets and Sidewalks, People and Cars, The Citizens' Guide to Traffic Calming. Ed. Dave Davis. Vol. April 2000. Mr. Burden was instrumental in developing many traffic calming programs, including those for the Cities of Arcata, San Diego and Santa Monica, California

Ewing, Reid H. Traffic Calming State of the Practice. Annapolis: Institute of Transportation Engineers, 1999.

Ingram Technologies. Domestic and US Speed Signs 13 Oct. 2008 <http://www.ingram-tech.com/us_signs.htm>.

Osborne, Kevin. "15 Cities Yanked Traffic Cameras." 20 Dec. 2004. Cincinnati Post. 13 Oct. 2008 <<http://www.cincinnati.com/text/post/2004/12/20/tix121804.html>>.

Kirschbaum, Julie B., Peter W. Axelson, Patricia E. Longmuir, Kathleen M. Mispagel, Julie A. Stein, and Denise A. Yamada. "Best Practices Design Guide." Chapter 9 Traffic Calming. Sept. 2001. US Department of Transportation Federal Highway Administration. 14 Oct. 2008 <<http://www.fhwa.dot.gov/environment/sidewalk2/index.htm>>.

Maine Department of Transportation: Traffic Issues: Speed Humps vs. Speed Bumps, <http://maine.gov/mdot/mlrc/traffic-issues/speedhumpsvsbumps.php>

Road Tech. Speed Bumps, http://www.roadtech.com/speedbumps_parkingblocks.html

APPENDIX 4. ROADWAY FUNCTIONAL CLASSIFICATIONS

Different streets serve different transportation functions. Streets within the City of Seaside receive classifications based upon the transportation function that they serve. Following are descriptions of the general street classifications:

- **Local Streets** provide direct access to abutting properties and have the function of serving local traffic movements within residential and commercial areas. All streets that are not designated as major streets are local streets.
- **Collectors** provide traffic circulation between arterials and local streets. They connect neighborhoods with neighborhood-related activity centers and provide limited direct access to abutting properties.
- **Arterials** provide the principal network for cross-town traffic. They also connect the City to external highway and freeway systems. Arterials generally have moderate traffic speeds and carry significant amounts of traffic. Primary traffic generators are and/or should be located on arterials.
- **Minor Arterials** carry lower traffic volumes and support a mix of local and through traffic.

When developing traffic calming approaches, the various functions that a street serves must be taken into consideration. Neighborhood livability must be balanced with safety concerns with transportation, transit and emergency service needs. Certain traffic calming techniques, if not implemented properly, can be counterproductive to competing needs, such as emergency services or bus routes. The figure below is a listing of City of Seaside streets and their functional classifications (from the Circulation Element of the Seaside General Plan, dated August 5, 2004):

City of Seaside Street Functional Classifications

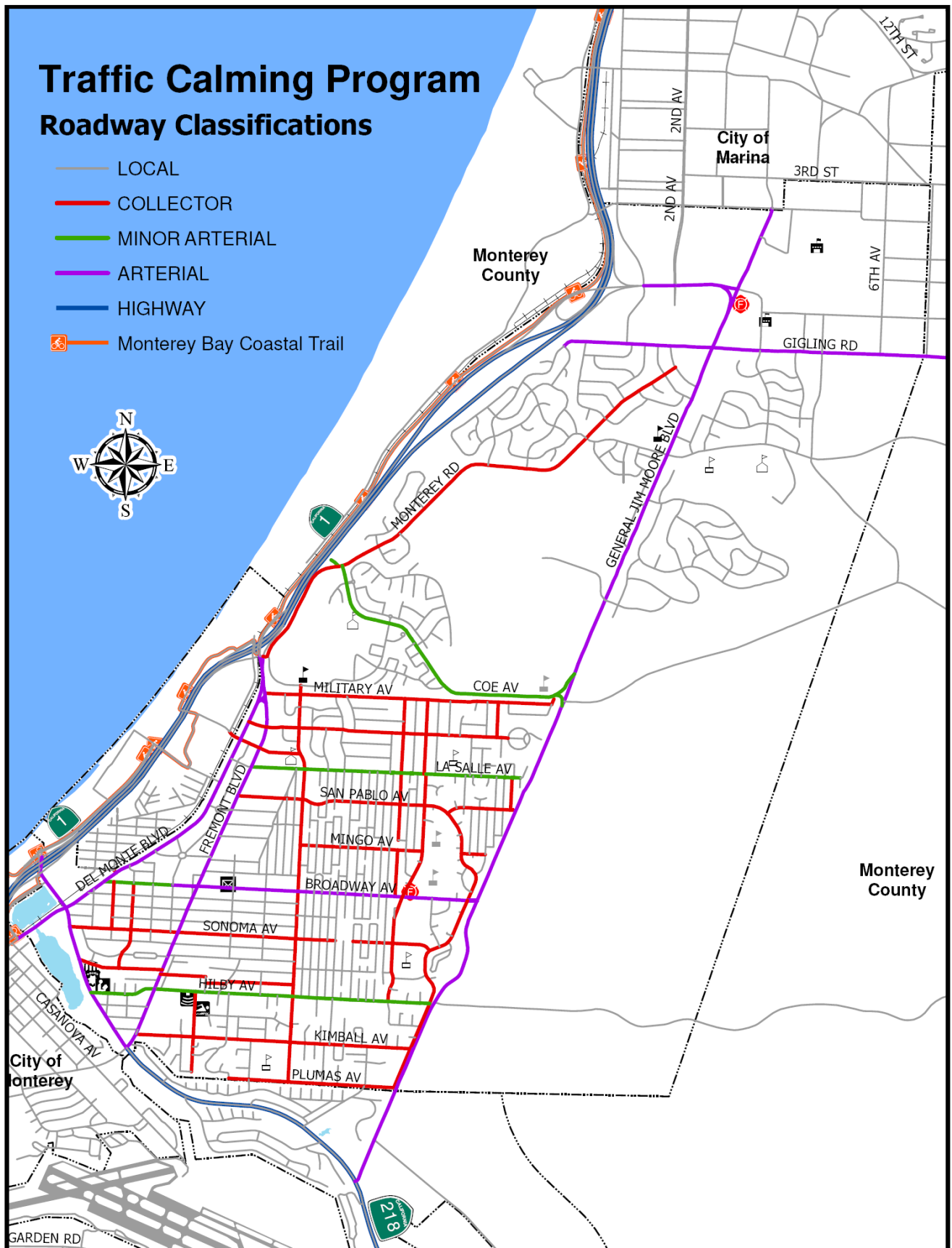
Street	Functional Classification	Emergency Route (Y/N)
Broadway Avenue (Calaveras – Gen Jim Moore Boulevard)	Arterial	Y
Canyon Del Rey Boulevard (west of Fremont Boulevard)	Arterial	Y
Coe Avenue	Minor Arterial	Y
Contra Costa Street	Collector	N
Del Monte Boulevard	Arterial	Y
Eastside Roa	Arterial	N
Fremont Boulevard	Arterial	Y
General Jim Moore Boulevard	Arterial	Y
Gigling Road	Arterial	Y
Hacienda Street	Collector	N

Street	Functional Classification	Emergency Route (Y/N)
Harcourt Avenue	Collector	Y
Highland Street	Collector	N
Hilby Avenue	Minor Arterial	Y
Hillsdale Street	Collector	N
Kimball Avenue	Collector	Y
La Salle Avenue	Minor Arterial	Y
Light Fighter Drive	Arterial	Y
Mescal Street	Collector	Y
Military Avenue	Collector	Y
Mingo Avenue	Collector	N
Monterey Road	Collector	N
Nadina Street	Collector	N
Noche Buena Street	Collector	Y
Ord Grove Avenue	Collector	Y
Playa Avenue	Collector	N
Plumas Avenue	Collector	N
San Pablo Avenue	Collector	Y
Sonoma Avenue	Collector	Y
West Broadway Avenue		Y
(Del Monte Blvd - Calaveras St)	Minor Arterial	
Tioga Avenue	Collector	N
Wheeler Street	Collector	N
Yosemite Street	Collector	Y

Traffic Calming Program

Roadway Classifications

- LOCAL
- COLLECTOR
- MINOR ARTERIAL
- ARTERIAL
- HIGHWAY
- Monterey Bay Coastal Trail



Source: City of Seaside GIS, 2008

November 9, 2011

APPENDIX 5. EMERGENCY RESPONSE ISSUES

When new traffic calming measures are considered, provisions for emergency response must be clearly addressed. Certain measures (particularly vertical devices such as speed humps, speed tables and raised intersections) are not recommended for use on emergency response routes because of their impact on emergency response times. Also, there is concern that changes in the road surface could cause damage to emergency vehicles.

Emergency vehicle access and timely response times shall be maintained in the City of Seaside. To these ends, the following policies have been developed to guide the traffic calming program in the City of Seaside:

1. Police and Fire Department personnel will be involved in the planning process for all proposed traffic calming measures, in order to minimize impacts to emergency response. During this review, several items will be considered, including the following: critical response routes (Refer to Figures 2A and 2B, Emergency Response Routes); special need facilities; access issues and necessary clearances (taking into consideration emergency response vehicle required turning radius, wheelbase and track width, and ground clearance).
2. The use of vertical devices such as raised intersections, speed humps and speed tables will be avoided on established emergency response routes or any street with critical speeds over 30 miles per hour or higher volume collectors (over 750 vehicles per hour).
3. Vertical devices shall not be installed in the direct vicinity of emergency response facilities.
4. The locations of features such as on-street parking and bus stops in the vicinity of proposed traffic-calming devices shall be taken into consideration and modifications shall be made as appropriate.
5. Any new traffic calming innovations will be evaluated on the basis of their affect on emergency response times, before they are approved for use.
6. Residents requesting traffic calming measures will be notified of the potential for slower response times after the devices are installed.

FIGURE 2A -EMERGENCY RESPONSE ROUTES – SEASIDE PROPER

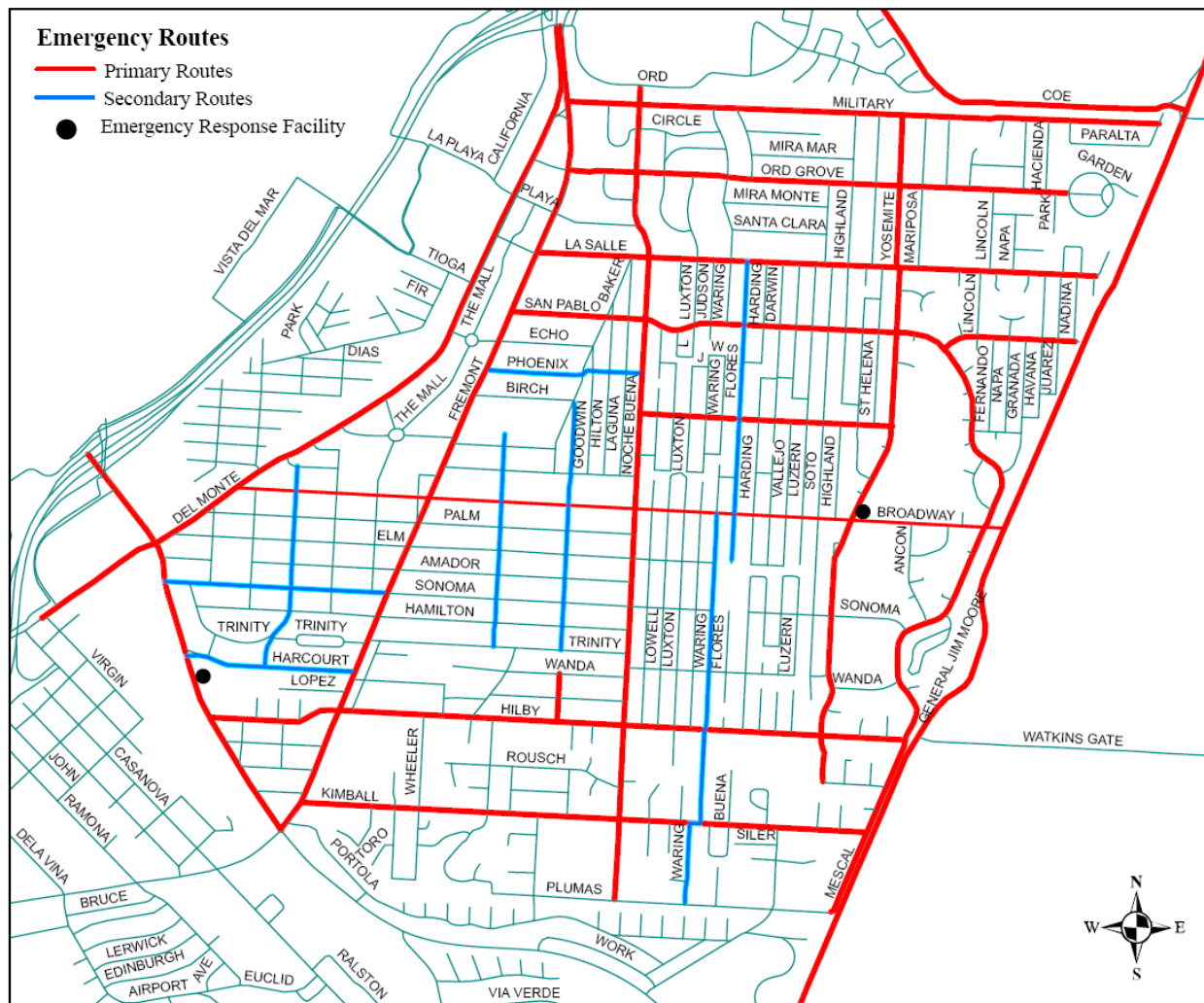
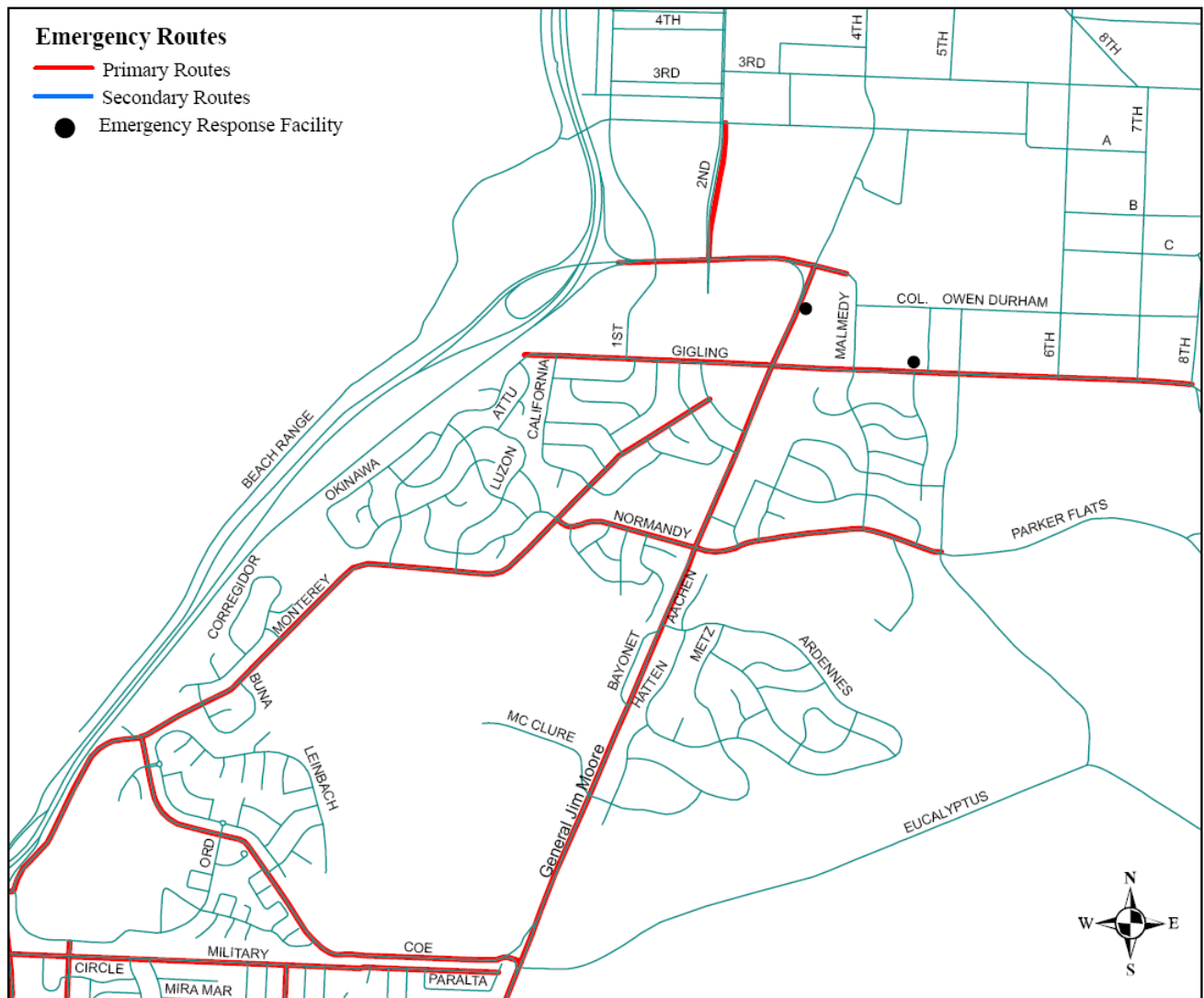


FIGURE 2B -EMERGENCY RESPONSE ROUTES – NORTH SEASIDE





APPENDIX 6
TRAFFIC ADVISORY COMMITTEE
TRAFFIC CALMING PROJECT APPLICATION

The Institute of Transportation Engineers (ITE) defines traffic calming as: “changes in street alignment, installation of barriers, and other physical measure to reduce traffic speeds and/or cut-through volumes in the interest of street safety, livability, and other public purposes.”

The following information will be used to identify the nature and extent of traffic-related concerns on a given street or a given area.

1. Contact Information

Name: _____ Date: _____

Address: _____ Phone #: _____

Email: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

3. Please describe the nature of the neighborhood problem you are concerned with (attach additional sheets if necessary):

4. Please list possible solutions to the problem that you would like the City of Seaside to consider:

Date: _____ Signed: _____

CITY OF SEASIDE – PETITION FOR NEIGHBORHOOD TRAFFIC CALMING MEASURES

The undersigned agree to the following:

1. All person signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of :

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Seaside staff in matters pertaining to items 1 and 2 above:

Only one signature per address

Circle One	Name/Signature	Address	Contact Number
Owner/ Resident	Name		
	Signature		
Owner/ Resident	Name		
	Signature		
Owner/ Resident	Name		
	Signature		
Owner/ Resident	Name		
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Owner/ Resident	Name		
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Owner/ Resident	Name		
	Signature		

E. TRAFFIC CALMING CRITERIA

The following criteria and thresholds will be used to determine if the requested location qualifies for traffic calming measures:

- 1) ~~Residential, Collector, or Minor Arterial Streets~~; the City will not implement traffic calming measures on arterial, minor arterial and collector streets. A map of the “Roadway Classification Map” is identified in Appendix 4. Staff can identify other actions if the street does not meet this basic criterion.
- 2) Neighborhood Support; prior to any data collection by the City, the applicant is requested to present a petition in conjunction with the Traffic Calming Request that identifies a majority of residents/property owner within the neighborhood block having the same concern for the speeding or traffic issue.
- ~~3) Residential Speeding Thresholds; request for traffic calming for speed related complaints will be eligible for traffic calming if the 85% speed is greater or equal to 7 miles over the speed limit. Residential speed limit is 25 mile per hour.~~
- 4) 3) Collector and Minor Arterial Streets: requests for traffic calming for speed related complaints will be eligible only on streets with volumes less than 1,000 vehicles per day and the 85% speed is greater or equal to 7 miles over the speed limit.
- 5) 4) Cut through traffic Thresholds; request for traffic calming for cut through traffic complaints for residential streets will be eligible for traffic calming if the average daily traffic is more than 1,600 vehicles per day. Traffic calming requests for cut through traffic complaints for collector and minor arterial streets will not be considered.

Criteria Matrix

STREET TYPE	NEIGHBORHOOD SUPPORT	SPEEDING THRESHOLD	CUT THROUGH THRESHOLD
Local/Residential	Majority of Block in Support	85% speed > 32 mph N/A	ADT > 1,600 vpd
Collector Streets less than 1,000 vehicles per day	Majority of Block in Support	85% speed ≥ 7mph over posted speed limit	Not Considered
Minor Arterial Streets less than 1,000 vehicles per day	Majority of Block in Support	85% speed ≥ 7mph over posted speed limit	Not Considered
Arterial Streets	Not Considered	Not Considered	Not Considered

F. PROCESS FOR TRAFFIC CALMING REQUESTS

Staff will complete the traffic calming studies on a “first come – first serve” basis. Traffic calming measure will be implemented when funding becomes available. The traffic calming request process is illustrated by flow chart in Appendix 1.

Step 1 – Report the Issue

The first step is to report the issue or concern to the City of Seaside Engineering Division staff at (831) 899-6825. City staff will note the complaint and provide the applicant with a Traffic Calming Request Application (Appendix 6). This application will also be available at www.ci.seaside.ca.us. The application must be accompanied by a list of property owners and/or residents in support of the project. There is an application fee of \$50 dollars due at the time of application submission. When the application is submitted, City staff will evaluate the request to determine the nature of the problem, and determine if the location qualifies. Requests would then be reviewed and verified by the Seaside Traffic Advisory Committee (TAC). The TAC would determine if an application area is currently under study or has been studied before and warrants an updated review. Upon receipt of several complaints/issued specific to a neighborhood, City staff will report to the TAC ~~on a as needed~~ quarterly basis and will initiate a petition to neighboring residents of said affected location upon the direction from TAC.

Step 2 – Data Collection

When it is determined by the TAC that an application warrants a review, a request for data collection is forwarded to the Seaside Public Works Division staff, which will then determine a project study area, collect traffic volume, speed data and observe traffic patterns. At this time staff will confirm that a majority of residents within the project study area perceive a problem and support an implementation of traffic calming. The above mentioned thresholds identified in Section E will determine eligibility for traffic calming. Cut through or volume related requests will be evaluated with Phase II traffic calming measures.

Step 2A – Data Collection for Local/Residential Streets

Applications for traffic calming on local/residential streets will be forwarded to the Seaside Public Works Division staff, which will then determine a project study area, collect traffic volume, speed data and observe traffic patterns. At this point the applications for Phase II traffic calming measures on local/residential street can be streamlined only if the following can be met:

1. TAC reviews and recommends the phase II traffic calming measure for implementation; and
2. the majority of the residents within the project area perceive a problem and support an implementation of traffic calming device; and
3. the traffic calming measure can be funded by the neighborhood.

There will be no speed related threshold for local/residential streets. Cut through or volume related requests will only be considered if the threshold is met. After implementation, staff will monitor the traffic calming measure for effectiveness. No further steps needed.

Step 3 – Phase I Traffic Calming

If the street location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Phase I traffic calming. These measures may include:

- Radar Speed Trailer Deployment – This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit.
- Traffic Enforcement Actions – This is traditional enforcement activity on the part of the Public Safety’s traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- Traffic Signing and Pavement Markers – Public Works staff will review all traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with the interested neighbors.

Step 4 – Follow Up Data Collection

If one or more of the Phase I traffic Calming measures is implemented, City staff will collect speed and/ or volume data approximately three to six months after Phase I implementation to measure Phase I traffic calming effectiveness. If the measure/s were successful, and the thresholds identified in Section E above are not met or exceeded then the traffic calming process will end at this point. Repeat request will not be eligible for review within the first 3 years after last evaluation.

Step 5 – Phase II Traffic Calming: Plan Preparation, Design, Installation and Maintenance

Phase II requests must be recommended by the Traffic Advisory Committee and authorized by the City Engineer, supported by both Phase I traffic calming follow-up data and neighborhood support. Annually the City Council will be presented with Traffic Calming Phase II requests in conjunction with the City’s budget process. The City Council will prioritize request based upon a recommendation from the TAC. Criteria used to evaluate the prioritization will include public support, proposed cost estimate, accident history, speed data, traffic volume, proximity to schools or parks, availability of funding and matching funds. In the absence of City funding to implement Phase II traffic calming, residents of a neighborhood may also elect to fund traffic calming measure implementation improvements, or depending on the complexity of the project area create a special assessment district.

Step 6 – Preparation and Implementation of a Phase II Traffic Calming Plan

Once the City Council has authorized a city-funded traffic calming study, city staff will work with the public to develop neighborhood traffic calming plan that incorporates both Phase I and Phase II traffic calming measures. Possible solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These traffic calming measures have been included in Appendix 3. The following general criteria must be met to consider the installation of any Phase II traffic calming measure:

- Installation should not significantly result in traffic diversion to other neighborhood streets.
- Depending on which Phase II traffic calming measures are used in a traffic calming plan, diversion may occur on adjacent streets, or in adjacent neighborhoods. For traffic calming plans where extensive diversion is expected, the City Council must approve an environmental review of the traffic calming plan as required by the California Environmental Quality Act (CEQA).

- At least 60% of the impacted residents as identified within the plan shall support the installation. Impacted residents include those fronting onto a street receiving the proposed traffic calming devices as well as those within an "area of impact" determined by the City Engineer.
- Devices shall be located a minimum of 25 feet from driveways, manholes, drain inlets, water valves, street monuments, and other appurtenances as deemed necessary and feasible.
- Devices shall be located a minimum of 25 feet from fire hydrants where feasible.
- Devices shall be installed only where a minimum safe stopping distance can be provided.
- Seaside Fire Department shall review the plan and make recommendations to assure that emergency response times or access are not negatively affected within designated emergency routes. Emergency routes are identified in Appendix 5.

Other subjective information will be considered:

- Physical characteristics (road width, alignment, parking);
- Neighborhood characteristics (Land uses, number of residents affected, setback of houses, potential impact of improvement(s);
- Accident history;
- Timing (can traffic calming be incorporated into scheduled infrastructure or development projects).

Step 7 – Follow Up Studies

Staff will monitor on an on going basis after implementation for effectiveness.

Leslie Llantero - Traffic Calming Program

From: Clementine Bonner Klein <cbklein.93955@gmail.com>
To: Leslie Llantero <LLlantero@ci.seaside.ca.us>
Date: 6/20/2016 9:40 PM
Subject: Traffic Calming Program

Dear Leslie,

Would you please give the below message to the Traffic Advisory Committee on my behalf? I'm not able to make it to the meeting tomorrow but I appreciate your letting me know about it. Thank you for all of your work on this.

Clementine

Dear Council Member Pacheco, Chief Myers, Chief Dempsey, Mr. O'Halloran, and Mr. Medina:

Just a short note to ask you to vote "yes" on Item No. 5A and revise the City's Traffic Calming Program. My neighbors and I are looking forward, with hope and anticipation, to raising the needed funds and working with staff to ensure greater safety on our street. As you may recall, we have the residential block on Luxton where 5 cars drove 75+ mph in a week!

Thank you for your work on behalf of the City. My neighbors and I are grateful to you and to the Council for your support.

Sincerely,

Clementine Bonner Klein
1845 Luxton St.



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: Shenae Morrow

Date: 4/21/2016

Address: 1892 Judson St, Seaside, CA 93955

Phone: cell 831-595-0600 / home 831-394-4240

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☐ Curb Markings (White, Yellow, etc.)
☐ Disabled Parking* ☐ Warning Sign ☐ Traffic Signal/Stop Sign
☒ Other One Way Sign ☐ Signing/Striping

*A copy of DMV issued disabled placard must accompany requests for disabled parking spaces.

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: The 1800 block of Judson Street is a southbound one-way street. People who live on the street or are familiar with the traffic patterns in Seaside know this. People who do not live in Seaside or are new to the area don't always realize the streets are one-way. The installation of a one-way sign at the corner post at Judson and LaSalle will prevent any confusion and the numerous violations of the proper traffic direction.

In 2011, several college students moved onto the street and for two weeks, insisted on driving northbound to exit Judson St. Rightfully so, their argument was there was no sign at the street entrance from LaSalle indicating Judson as a one-way street. I finally had to threaten to call the police on them if they did not stop. Fortunately, this tactic worked and we did not have any more issues. I live on the corner and I'm out in my yard all the time. I have seen this happen at least once a week, and at times, it occurs 3-5 times a week. One day, one of my kids will turn the corner, not expecting to see a northbound car on a southbound street and there will be an accident. Let's be proactive instead of reactive and prevent future injury.

I would like someone from Maintenance and Utilities Department to come for a short site visit.

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 TAC agenda for the next scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next 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)	\$350
Installation of one sign	\$350

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

Receipt # 00216933
4/21/16

APR 21 2016

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, _____ 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

Date



Judson Street at the intersection of La Salle Avenue



Judson Street at the intersection of San Pablo Street



Section 2B.40 ONE WAY Signs (R6-1, R6-2)

Standard:

01 Except as provided in Paragraph 6, the ONE WAY (R6-1 or R6-2) sign (see Figure 2B-13) shall be used to indicate streets or roadways upon which vehicular traffic is allowed to travel in one direction only.

02 ONE WAY signs shall be placed parallel to the one-way street at all alleys and roadways that intersect one-way roadways as shown in Figure 2B-14.

03 At an intersection with a divided highway that has a median width at the intersection itself of 30 feet or more, ONE WAY signs shall be placed, visible to each crossroad approach, on the near right and far left corners of each intersection with the directional roadways (see Figure 2B-15).

04 ~~At an intersection with a divided highway that has a median width at the intersection itself of less than 30 feet, Keep Right (R4-7) signs and/or ONE WAY signs shall be installed (see Figures 2B-16 and 2B-17). If Keep Right signs are installed, they shall be placed as close as practical to the approach ends of the medians and shall be visible to traffic on the divided highway and each crossroad approach. If ONE WAY signs are installed, they shall be placed on the near right and far left corners of the intersection and shall be visible to each crossroad approach.~~

04a The ONE WAY (R6-1) sign shall be used on one-way streets, divided highways, ramp terminals and other similar locations to indicate streets or roadways upon which vehicular traffic is required in one direction only.

04b When grouped with STOP (R1-1) sign or with another regulatory sign, the ONE WAY sign shall be placed at the top.

Option:

04c The R6-1 signs may be placed on the far right and in the median on the left side of traffic entering the highway where the median is more than 30 feet wide as shown in Figure 2B-15.

05 At an intersection with a divided highway that has a median width at the intersection itself of less than 30 feet, ONE WAY signs may also be placed on the far right corner of the intersection as shown in Figures 2B-16 and 2B-17.

05a At an intersection with a divided highway that has a median width at the intersection itself of less than 30 feet, ONE WAY signs may be installed on the near right and far left corners of the intersection. They may also be placed on the far right corners of intersections for added emphasis. See Figures 2B-16 and 2B-17.

06 ONE WAY signs may be omitted on the one-way roadways of divided highways, where the design of interchanges indicates the direction of traffic on the separate roadways.

Standard:

07 If used at unsignalized intersections with one-way streets, ONE WAY signs shall be placed on the near right and the far left corners of the intersection facing traffic entering or crossing the one-way street (see Figure 2B-14).

08 If used at signalized intersections with one-way streets, ONE WAY signs shall be placed near the appropriate signal faces, on the poles holding the traffic signals, on the mast arm or span wire holding the signals, or at the locations specified for unsignalized intersections.

09 At unsignalized T-intersections where the roadway at the top of the T-intersection is a one-way roadway, ONE WAY signs shall be placed on the near right and the far side of the intersection facing traffic on the stem approach (see Figure 2B-14).

10 At signalized T-intersections where the roadway at the top of the T-intersection is a one-way roadway, ONE WAY signs shall be placed near the appropriate signal faces, on the poles holding the traffic signals, on the mast arm or span wire holding the signals, or at the locations specified for unsignalized intersections.

Option:

11 Where the central island of a roundabout allows for the installation of signs, ONE WAY signs may be used instead of or in addition to Roundabout Directional Arrow (R6-4 series) signs (see Section 2B.43) to direct traffic counter-clockwise around the central island.

Guidance:

12 Where used on the central island of a roundabout, the mounting height of a ONE WAY sign should be at least 4 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.

Support:

¹³ Using ONE WAY signs on the central island of a roundabout might result in some drivers incorrectly concluding that the cross street is a one-way street. Using Roundabout Directional Arrow signs might reduce this confusion. However, using ONE WAY signs might be necessary in States that have defined a roundabout as a series of T-intersections.

Option:

¹⁴ The BEGIN ONE WAY (R6-6) sign (see Figure 2B-13) may be used to notify road users of the beginning point of a one direction of travel restriction on the street or roadway. The END ONE WAY (R6-7) sign (see Figure 2B-13) may be used to notify road users of the ending point of a one direction of travel restriction on the street or roadway.

Option:

¹⁵ Authorities in charge of any highway may designate, by ordinance or resolution, any roadway, part of a roadway, or specific lanes for one-way traffic. Refer to CVC 21657.

Standard:

¹⁶ **No such ordinance shall be effective with respect to a State highway until approved by Caltrans.**

Option:

¹⁷ If, by local ordinance, a State highway through a city has been made one of a pair of one-way streets, the Commission may adopt the additional street into the State Highway System. Refer to Streets and Highways Code Section 111.5. See Section 1A.11 for information regarding this publication.

¹⁸ On streets and highways under local jurisdiction where medians are less than 30 feet wide, raised or unpaved, the R6-1 signs may be placed in the median.

Guidance:

¹⁹ *The appropriate height of the R6-1 signs when placed in the median should be 1.5 feet.*

²⁰ *The R6-1 signs should also be placed parallel to the one-way street at the appropriate far corner to a wrong-way turn. They should also be placed opposite the exits from alleys and other public ways.*

Standard:

²¹ **At intersections and ramps, the R6-1 signs shall be placed as provided in Section 2E.53.**

Option:

²² The ONE WAY (R6-2) sign may be used as an alternative to the R6-1 sign where space is limited and the R6-2 sign is more appropriate.

Guidance:

²³ *At intersections where the left-turn lane treatment results in channelized offset left-turn lanes (e.g., a parallel or tapered left-turn lane between two medians), the size of the ONE WAY (R6-1, R6-2) signs, if used, should be of the next higher roadway classification, if feasible, as shown in Table 2B-1, to reduce the potential for wrong-way maneuvers by road users turning left from a stop-controlled, intersecting minor roadway.*

²⁴ *Hence, per this offset left-turn lanes scenario, if the type of roadway is a conventional road, the R6-1 sign size used, if feasible, should be from the expressway column as 54 x 18 inch, not the 36 x 12 inch size in the conventional road column.*

Section 2B.41 Wrong-Way Traffic Control at Interchange Ramps

Standard:

⁰¹ **At interchange exit ramp terminals where the ramp intersects a crossroad in such a manner that wrong-way entry could inadvertently be made, the following signs shall be used (see Figure 2B-18):**

A. At least one ONE WAY sign for each direction of travel on the crossroad shall be placed where the exit ramp intersects the crossroad.

B. ~~At least one DO NOT ENTER sign shall be conspicuously placed near the downstream end of the exit ramp in positions appropriate for full view of a road user starting to enter wrongly from the crossroad.~~

C. ~~At least one WRONG WAY sign shall be placed on the exit ramp facing a road user traveling in the wrong direction.~~



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: Barbara D. Ferrante Date: 5-16-16

Address: 1607 Vallejo St Phone: 831.917.2884

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☐ Curb Markings (White, Yellow, etc.)
☐ Disabled Parking* ☐ Warning Sign ☐ Traffic Signal/Stop Sign
☒ Other Red Curb ☐ Signing/Striping

*A copy of DMV issued disabled placard must accompany requests for disabled parking spaces.

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I am requesting a 2-3 foot red painted
curb on the north, right side, of my driveway.
I am handicapped and when a car is parked
right at the edge of my driveway, it is almost
impossible for me to back out because of the
limited space on the street and other cars
parked on the other side.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

Rec# 00218088

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 TAC agenda for the next scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next 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, Barbara D. FELLANTE 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

5-16-16
Date



1607 Vallejo Street





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Rick Riedl, City Engineer

DATE: July 7, 2016

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES WITH ADVANCE PROJECT DELIVERY TO PROVIDE PROJECT SUPPORT FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR A NOT TO EXCEED AMOUNT OF NINETY-THREE THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$93,794.00)

PURPOSE

The purpose of this item is for the City Council to consider approving a resolution authorizing an Agreement for Consultant Services (the "Contract") between the City of Seaside (the "City") and Advance Project Delivery (the "Consultant") for a not to exceed amount of Ninety-Three Thousand Seven Hundred Ninety-Four Dollars (\$93,794.00) to provide professional services for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project.

RECOMMENDATION

It is recommended that the City Council approve a resolution authorizing the City Manager to execute an Agreement for Consultant Services with Advance Project Delivery to provide professional services for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project for a not to exceed amount of Ninety-Three Thousand Seven Hundred Ninety-Four Dollars (\$93,794.00) using Transportation Agency of Monterey County (TAMC) grant funds.

BACKGROUND

On January 21, 2010, the City Council adopted the West Broadway Urban Village (WBUV) Specific Plan. The WBUV Specific Plan proposes a pedestrian-friendly downtown that offers a mix of residential with ground-floor retail and commercial uses. The goal is to create a vibrant,

revitalized commercial core that will provide economic growth and stability through the creation of new businesses, jobs, and tax revenues. Specific projects identified in the WBUV Specific Plan include a public library/parking structure mixed-use development, a train station, and a hotel/conference center mixed-use development. The City of Seaside would like to implement the initial phase of the West Broadway Avenue improvements from Del Monte Boulevard to Fremont Boulevard as part of the WBUV Specific Plan adopted January 2010.

Streetscape and utility infrastructure improvements outlined in the WBUV Specific Plan are essential to begin defining the West Broadway Urban Village and are necessary to create a stimulus for future private development and economic growth. Catalyst projects such as the proposed public library/parking structure which could be located in the core of the West Broadway area would benefit from the proposed streetscape improvements.

Since 2013, the City has continued to seek funding opportunities to implement the streetscape improvements. Based on the current project budget and grant funds from TAMC and potentially California Transportation Commission (CTC), the City has identified the following initial phase of improvements.

The project proposes to implement a "road diet" that would reduce the width of the roadway and allow the installation of pedestrian, bicycle and streetscape improvements identified in the approved plans from 2013. The proposed improvements on West Broadway Avenue would begin west of the Hillsdale Street intersection and end east of the Calaveras Street intersection. The proposed roadway and streetscape improvements include but are not limited to:

- Reduce West Broadway from a four-lane roadway (two lanes in each direction) to two-lanes (one lane in each direction).
- Construct 15-foot wide sidewalks with adjacent street parking and construct wider sidewalks at mid-block areas and at the intersection bulb outs.
- Reconstruct the pavement section to accommodate the wider sidewalks.
- Create Class II or modified Class IV "Green-Colored" bike lanes on each side along West Broadway Avenue from Del Monte Boulevard to Fremont Boulevard.
- Enhance the pedestrian crosswalks at intersections of Hillsdale Street, Alhambra Street and Calaveras Boulevard. Provide provisions for future traffic signals at intersections of West Broadway and Alhambra, West Broadway and Hillsdale, and West Broadway and Calaveras.
- Construct tree wells and plant street trees within the sidewalk. If feasible, design and install low impact design (LID) landscape features within the wider sidewalk areas in the mid-block areas and bulb outs.
- Update street lighting to accommodate these improvements.
- Install underground storm drain infiltration and treatment system to collect and treat storm water runoff along West Broadway from Hillsdale Street to Alhambra Street. Install a conduit for potential future use as fiber optic conduit.
- Create Class II or modified Class IV "Green-Colored" bike lanes along both sides of Del Monte Boulevard from Canyon Del Rey to Broadway.
- Extend the Class III bike lanes (sharrow) along West Broadway from Fremont Street

to General Jim Moore

In order to meet the obligations of the TAMC grant, and the City's outstanding application to obtain approximately \$3.7 million in federal grant funds, staff is recommending that a consultant be retained to assist in preparing documents necessary to obtain these grant funds and to provide project support.

On June 1, 2016, city staff issued a Request for Proposal (RFP) soliciting professional services for the Project. The RFP outlines the anticipated work including a schedule, contents of the proposal, criterion for selecting the most qualified firm, and deadline for submission. One proposal was received by the submission deadline of June 13, 2016. The proposal from Advance Project Delivery (APD) was evaluated in accordance with Government Code Section 4525, et. seq., which states "selection by a ... local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." Based upon the rating criteria outlined in the RFP, staff determined that APD met the criteria for providing the requested services based upon professional qualifications necessary for the satisfactory performance of the services required. That is, the cost proposal was not evaluated at this point in the selection process. However, city staff did negotiate a contract with APD that is presented here for consideration.

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a contract with Advance Project Delivery to provide project support for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project in a not to exceed amount of Ninety-Three Thousand Seven Hundred Ninety-Four Dollars (\$93,794.00).

FISCAL IMPACT

The City adopted the FY 2015/16 Capital Improvement Program on June 18, 2015. The CIP provides authorization for the proposed project using the \$4,050,000 in TAMC Grant Funds. Therefore, there would be no fiscal impact to the General Fund.

ATTACHMENTS

1. Resolution
2. Contract

Reviewed for Submission to the
City Council by:



Meeting Date: July 7, 2016

Craig Malin, City Manager

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CONSULTANT SERVICES WITH ADVANCE PROJECT DELIVERY TO PROVIDE PROJECT SUPPORT FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR AN AMOUNT NOT-TO-EXCEED NINETY-THREE THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$93,794.00) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City Council adopted the West Broadway Urban Village Specific (WBUV) Plan with a goal to create a revitalized commercial core that would provide economic growth and stability; and

WHEREAS, the proposed streetscape and utility infrastructure improvements are essential to begin defining the West Broadway Urban Village and are necessary to create a stimulus for future growth; and

WHEREAS, the City solicited design firms to provide professional services to complete this project; and

WHEREAS, on June 1, 2016, the City solicited proposals through a formal Request for Proposals (RFP) from firms to provide professional services to provide project support for the proposed project; and

WHEREAS, one proposal was received from Advance Project Delivery (APD) by the submission deadline of June 13, 2016; and

WHEREAS, APD's proposal was evaluated in accordance with Government Code Section 4525, et. seq.; and

WHEREAS, based upon the rating criteria outlined in the RFP, staff determined that APD met the criteria for providing the requested services based upon professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the City desires to retain a consultant to provide project support; and

WHEREAS, the City negotiated a contract with APD to provide project support.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an agreement for consultant services with Advance Project Delivery for an amount not-to-exceed Ninety-Three Thousand Seven Hundred Ninety-Four Dollars (\$93,794.00) to provide professional services for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project.

PASSED AND ADOPTED at a regular meeting of the City council of the City of Seaside, State of California, on the 7th day of July, 2016, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

APPROVED:

ATTEST:

Ralph Rubio, Mayor
City of Seaside

Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
AGREEMENT FOR CONSULTANT SERVICES
Federal Grant Support

THIS AGREEMENT, is made and effective as of July 7, 2016, between the City of Seaside, a municipal corporation ("City") and Advance Project Delivery, Inc., a corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 7, 2016 and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 4, 2018 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

City Engineer / Public Works Services Manager shall represent City 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. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City 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 Ninety-Three Thousand Seven Hundred Ninety-Four Dollars (\$93,794.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments, that exceed the total threshold, which do not have City Council approval, shall be void.

(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 City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City 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 City 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 City 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 City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City 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 City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at 440 Harcourt Avenue, Seaside, California; shall permit City to make transcripts there from 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 at the City of Seaside's City Hall for a minimum 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 original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the City's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City 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 attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this

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Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

10. 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.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside 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 City of Seaside will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City 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 City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City 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, 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 City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to

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cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(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 nor 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 City 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 City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City: City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attention: City Clerk

To Consultant: Advance Project Delivery, Inc.
PO Box 60909
Sunnyvale, CA 94088
Attention: James O'Brien, President / CEO

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only James O'Brien, shall perform the services described in this Agreement.

James O'Brien may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of James O'Brien from Consultant's employ. Should he/she leave

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Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The City 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 Monterey County, or the federal district court with jurisdiction over the City of Seaside.

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, **Exhibit "B"** 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 City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. 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.

23. CONFLICT OF INTEREST

Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Agreement for Consultant Services
Federal Grant Support

If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

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

CITY OF SEASIDE

CONSULTANT

By: _____
Craig Malin
City Manager

By:  _____
James O'Brien
President / CEO

Date: _____

Date:  _____

City of Seaside ATP Grant Administration and Project Management Support Scope of Services

Project: West Broadway Urban Village Infrastructure Improvement Project

6/14/16

Task No.	Task Description	Task Deliverable(s)
1	ATP Grant Administration Support	
1.1	Review existing documentation related to ATP grant for Project. City shall provide APDI with documents prepared and/or submitted by the City, and documents received from the programming and grantor agencies. APDI shall review applicable guidelines available on-line at the TAMC and Caltrans websites.	Summary of required ATP funding submittals with target submittal dates that satisfy funding requirements.
1.2	APDI shall prepare a DBE Goal calculations for the construction management consultant contract based on a contract work breakdown by type of work provided to APDI by the City.	LAPM Exhibit 9-D for CM contract.
1.3	APDI shall prepare Contract Award Package for the construction management contract for submittal on City letterhead. Project specific information and attachments required for the LAPM Contract Award package prepared by APDI shall be provided to Consultant by the City.	LAPM Contract Award package for CM contract for submittal on City letterhead to Local Assistance.
1.4	APDI shall prepare a DBE Goal calculation for the construction contract based on a contract item breakdown by Caltrans standard item numbers provided to APDI by the City.	LAPM Exhibit 9-D for construction contract.
1.5	APDI shall prepare Contract Award Package for the Construction phase for submittal on City letterhead. Project specific information and attachments required for the LAPM Contract Award package prepared by APDI shall be provided to APDI by the City.	LAPM Contract Award package for construction contract for submittal on City letterhead to Local Assistance.
1.6	APDI shall prepare drafts of progress invoices (Requests For Reimbursement) for submittal on City letterhead, and of project closeout documents for the ATP funding for submittal on City letterhead. Project specific information and attachments required for the progress billings and project closeout documents prepared by APDI shall be provided to APDI by the City. This scope of work assumes setting up the format, etc. and preparing up to four progress invoices and one final invoice with the project closeout documents as required by the LAPM.	Progress Invoices and Project closeout documents for ATP funding for submittal on City letterhead.
1.7	APDI shall provide interagency coordination between the City and funding agencies such as TAMC, Caltrans and the CTC as requested by City.	Various documents regarding interagency communications related to ATP funding requirements.
1.8	APDI shall perform miscellaneous activities related to ATP funding as requested by City not included in subtasks 1.1 through 1.7 above. Any expected deliverable shall be identified by City at time of request for services under Task 1.8.	Drafts of documents, electronic files, and working files as requested by the City.
2	Project Management Support	
2.1	APDI shall provide contract management support services on behalf of the City related to the construction management and construction contracts awarded by the City for the Project. Estimated level of effort for this task is the equivalent of approximately 2 hours per week. This scope assumes that the construction management consultant will provide summaries of the status of the construction contract on a weekly basis. Contract management support services shall include reviewing invoices from the construction management consultant and recommending amounts for approval by City.	Written weekly reports summarizing the status of the construction management and construction contracts. Weekly contract status reports shall include a list of ongoing issues related to the scope, cost and schedule of the contracts.
2.2	APDI shall provide project management support services in addition to the contract management support provided under Task 2.1 of this scope of services. Project milestone updates related to the construction contract for monthly project status reports shall be based on information provided by the construction management consultant. Estimated level of effort for this task is the equivalent of less than 5 hours per month.	Written monthly reports summarizing the status of the project. Monthly project status reports shall include an update of the project delivery milestone schedule, including significant funding milestones.

Notes:

- APDI = Advance Project Delivery Inc.
LAPM = Local Assistance Procedures Manual
- The scope of services for tasks 1.1 through 1.7 does not include support for the construction management consultant procurement process other than the DBE goal calculation described in Task 1.2 and the consultant contract award package described in Task 1.3 above.
- The scope of services for tasks 1.1 through 1.7 does not include support for advertising and awarding the construction contract other than the DBE goal calculation described in Task 1.4 and the Contract Award Package described in Task 1.5 above.

City of Seaside ATP Grant Administration and Project Management Support Scope of Services

Project: West Broadway Urban Village Infrastructure Improvement Project

6/14/16

Task No.	Sub-Task Timeframe	Hours	Rate \$/Hr	Labor Costs	Other Direct Costs	Total Costs
1	ATP Grant Administration Support					
1.1	June-July 2016	16.0	\$ 219	\$ 3,504.00	\$ -	\$ 3,504.00
1.2	July 2016	4.0	\$ 219	\$ 876.00	\$ -	\$ 876.00
1.3	August 2016	2.0	\$ 219	\$ 438.00	\$ -	\$ 438.00
1.4	August 2016	4.0	\$ 219	\$ 876.00	\$ -	\$ 876.00
1.5	December 2016 - January 2017	8.0	\$ 219	\$ 1,752.00	\$ -	\$ 1,752.00
1.6	December 2016 - December 2017	16.0	\$ 219	\$ 3,504.00	\$ -	\$ 3,504.00
1.7	June 2016 - December 2017	16.0	\$ 219	\$ 3,504.00	\$ -	\$ 3,504.00
1.8	June 2016 - December 2017	60.0	\$ 219	\$ 13,140.00	\$ 500.00	\$ 13,640.00
Task 1 Subtotals		126.0		\$ 27,594.00	\$ 500.00	\$ 28,094.00
2	Project Management Support					
2.1	June 2016 - March 2018	200.0	\$ 219	\$ 43,800.00	\$ -	\$ 43,800.00
2.2	June 2016 - March 2018	100.0	\$ 219	\$ 21,900.00	\$ -	\$ 21,900.00
Task 2 Subtotals		300.0		\$ 65,700.00	\$ -	\$ 65,700.00
Contract Totals (Tasks 1 & 2)		426.0				\$ 93,794.00

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES
FEDERAL GRANT SUPPORT**

**PROPOSALS DUE JUNE 13, 2016
CITY OF SEASIDE**

The City of Seaside is requesting proposals from qualified firms to provide professional services to prepare documents in support of a federal grant for the West Broadway Urban Village Infrastructure Improvements Project, hereinafter referred to as “the Project.” The selected firm, hereinafter referred to as “the Consultant,” will be responsible for preparing documents in support of the federal grant award for the Project. The City of Seaside intends to select one firm with which to negotiate a contract based on the responses to this Request for Proposal (RFP). Selection will be based on demonstrated expertise in providing similar support to a public resource management department.

I. BACKGROUND

The City of Seaside (the City) is preparing final plans and specifications for West Broadway Urban Village Infrastructure Improvements Project that proposes to reduce West Broadway Avenue from four-lane roadway (two lanes in each direction) to two-lanes (one lane in each direction) and construct wider sidewalks. This project also includes new pavement, underground storm drain infiltration system, bike lanes, street lights, trees and a new traffic signal at West Broadway and Alhambra Street intersection. In 2015, the City of Seaside was awarded a federal grant from Caltrans, District 5 for the construction phase of this project. Now that this project has federal funds, the City must comply with the requirements of the Federal Highway Authority (FHWA) in order to qualify for federal grant money.

II. PROPOSED SCOPE OF WORK

The primary objective of the work is to prepare documents in support of the grant award for the Project. The proposed scope of services may include the following:

- Review engineer’s cost estimates for the proposed improvements.
- Prepare DBE goals.
- Prepare Contract Award Package
- Prepare review comments citing, if necessary, federal, state, and local standards and regulations.
- Provide project support during the planning phase.
- Provide project support during the construction phase.
- Provide status reports that accurately communicate budget and schedule to city staff in a timely manner.

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

1. The California Transportation Commission – *Guidelines for the Active Transportation Program (ATP)*

**Request for Proposal
Federal Grant Support**

2. State of California, Department of Transportation, Division of Local Assistance – *Local Assistance Procedures Manual*
3. State of California, Department of Transportation, Division of Local Assistance – *Local Assistance Program Guidelines*
4. Title 23 Code of Federal Regulations, Chapter 1, Federal Highway Administration, Parts 630, 633, 635, 637 and 645
5. City of Seaside Municipal Code

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

III. FORM AND CONTENT OF PROPOSAL

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

The PROPOSAL must be concise (maximum 5 pages) and include, at a minimum, the following information:

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

All proposing firms must be professionally engaged in the project management and federal grants with experience in the public sector for a minimum of five (5) years.

IV. QUESTIONS AND ADDENDA

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

Mr. Rick Riedl (831) 899-6884
riedl@ci.seaside.ca.us

**Request for Proposal
Federal Grant Support**

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

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

V. SUBMITTAL OF PROPOSALS

Please submit one (1) electronic copy in PDF format of your Proposal via either email to RRiedl@ci.seaside.ca.us or hard copy at the City of Seaside's offices not later than 5:00 p.m. Pacific Time on Monday June 13, 2016, addressed as follows:

Mr. Rick Riedl, P.E.
Proposal for Professional Services
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

Proposals received by the City of Seaside after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or file attachments larger than 5 Mbytes.

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

VI. EVALUATION PROCESS

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

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?

**Request for Proposal
Federal Grant Support**

4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to perform services at City of Seaside City Hall at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

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

VII. SELECTION PROCESS

Based on staff recommendation, City Council or city staff will consider approval of consultant(s). Up to two firms may be selected or it may be determined that no proposal exhibits adequate qualifications. Therefore, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

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

Release of RFP	June 1, 2016
Receipt of Proposals	June 13, 2016, 5:00 PM
Retain Consultant(s)	July 7, 2016
Start of Contract	July 7, 2016

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

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

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into

**Request for Proposal
Federal Grant Support**

contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

XI. INSURANCE REQUIREMENTS

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

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

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

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

**Request for Proposal
Federal Grant Support**

XIV. DISQUALIFICATION

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

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

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

**Request for Proposal
Federal Grant Support**

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

XIX. ATTACHMENTS

~~Attachment A – Draft Consultant Agreement~~

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EXHIBIT C
CITY OF SEASIDE
AGREEMENT FOR CONSULTANT SERVICES
INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000

Exhibit C – Insurance Requirements
Agreement for Consultant Services

per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best’s rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. 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 City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

Exhibit C – Insurance Requirements
Agreement for Consultant Services

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that 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 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 subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City 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 City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any

Exhibit C – Insurance Requirements
Agreement for Consultant Services

reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services

DATE: July 7, 2016

**SUBJECT: CONSIDERATION OF A THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH CSG
CONSULTANT, INC. TO PROVIDE BUILDING OFFICIAL
OVERSIGHT SERVICES AND TO INCREASE THE NOT TO
EXCEED CONTRACT AMOUNT BY \$17,500**

PURPOSE

The purpose of this item is for the City Council to consider a Third Amendment to the Professional Services Agreement (PSA) between the City of Seaside and CSG Consultants, Inc. (CSG) to provide Building Official overssight services for the month of July 2016.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a third Amendment to the PSA with CSG, Inc. adding \$17,500 to not exceed an amount of the contract total.

BACKGROUND

On June 18, 2015, the City of Seaside entered into a PSA with CSG, Inc. for the building inspection and plan review services for a not to exceed contract amount of \$50,000.

Subsequently, at the request of City staff, CSG has performed additional code enforcement services that resulted in exceeding the maximum as indicated in the contract. CSG requested an amendment to their existing contract for additional funds in the amount of \$90,625 due to the vacancy of the code enforcement officer position since August 2015. This first amendment was approved by the City Council on March 17, 2016. Due to the retirement of Building Official Mark McClain and the needed training for the new Code Enforcement Officer who started on May 23, 2016 the City Council approved a second amendment to the existing contract to extend through the fiscal year for a contract amount of \$48,320.

Staff is requesting a third amendment to the existing contract to provide Building Official oversight services for the month of July 2016. There is a high probability that the Building Official position will not be filled prior to June 30th and the new consulting contract services will not be awarded until the July 21 City Council Meeting. CSG has provided a proposed scope of work and contract amount for this amendment.

CSG will be providing the following: Building Inspection services of 4 hours on Mondays, Wednesdays and Fridays. These additional services will be through July 31, 2016. The cost for these services is not to exceed \$17,500 for building inspection, plan review services. The amended amount will be transferred from General Fund account 7210 for Personnel Services in the amount of \$17,500.

FISCAL IMPACT

The third amendment to the PSA contract amount will be from FY 16/17 General Fund account 7210 for Consultant Services in the amount of \$17,500.

ATTACHMENTS

1. Resolution for Building Service
 2. CSG Letter dated June 24, 2016
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS IN THE AMOUNT OF \$17,500 FOR BUILDING OFFICIAL, BUILDING INSPECTION, AND BUILDING PLAN CHECK SERVICES FOR THE MONTH OF JULY 2016.

WHEREAS, due to the retirement of the Building Official and current recruitment for consulting contract services for the Building Division, additional services are needed from CSG Consultants, INC. (CSG); and

WHEREAS, CSG was approved for plan review and building inspection services during fiscal year 2014/2015 by resolution adopted by the City Council on June 18, 2015 and has provided quality service to the city; and

WHEREAS, the City Manager executed a first amendment to the Professional Services Agreement with CSG Consultants as approved by the City Council on March 17, 2016; and

WHEREAS, the City Manager executed a second amendment to the Professional Services Agreement with CSG Consultants as approved by the City Council on May 19, 2016 which included code enforcement services through the end of fiscal year; and

WHEREAS, CSG will provide additional services thru the month of July 2016 for a contract amount of \$17,500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Third Amendment to the Professional Services Agreement with CSG to increase the Professional Services Agreement amount by Seventeen Thousand Five Hundred dollars (\$17,500) for the purpose of providing Building Official, building plan check, and building inspection services for the month of July 2016.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 7 day of July, 2016 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



June 24, 2016

Craig Malin
City Manager
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Re: Cost Proposal for Additional Building Services

Dear Mr. Malin,

Thank you for reaching out to CSG Consultants, Inc. ("CSG") regarding additional Building Services for the City of Seaside ("City"). This letter serves as a request for an amendment to CSG's existing Building Services Agreement with the City. Details regarding this request are provided below.

Scope of Work and Term

Due to the retirement of Building Official Mark McClain, the City has requested for Chief Building Official oversight services, in addition to the Building Inspection, Administrative Support, and Plan Review services that CSG is currently providing.

Based on earlier communications, CSG is proposing to amend its existing Agreement with the City to include Building Official oversight services, and extend the term through July 31, 2016.

Rate and Compensation

The City's original Contract Agreement with CSG for Fiscal Year 2015-2016 Plan Review and Building Services ("Agreement") was entered into on June 18, 2015, with a total not to exceed amount of \$50,000 for building plan review and inspection services only.

On March 17, 2016 the Agreement was amended to increase the compensation by \$90,625 and to include Code Enforcement Services, with a total not to exceed amount of \$140,625.

On May 19, 2016 the City Council passed and adopted a resolution to execute a Second Amendment to the Agreement for CSG to provide additional services through Fiscal Year 2015-2016 in the amount of \$48,320.

CSG is proposing to further amend the Agreement to provide the aforesaid services through July 31, 2016, and increase the total not to exceed amount by an additional \$17,500. CSG proposes to include Building Official oversight services at the rate of \$95 per hour.

June 24, 2016
Craig Malin
City Manager
City of Seaside
Page 2

Authorization

If these terms are acceptable in their current form, please sign below to signify acceptance.
Should you have any questions or concerns, please contact me at 650-333-0852 or John
LaTorra, Regional Manager, at 650-208-4264.

Sincerely,

Accepted,

CSG CONSULTANTS, INC.

CITY OF SEASIDE



Doug Rider, CBO
Building Services Manager

Craig Malin
City Manager

Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 7, 2016

SUBJECT: ADOPTION OF A RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO REIMBURSE CERTAIN EXPENDITURES FOR THE CITY'S ENERGY PROJECT FROM THE PROCEEDS OF LEASE/PURCHASE FINANCING

PURPOSE

The purpose of this item is to give the City Council the opportunity to adopt a resolution, in accordance with the Federal Tax Rules, declaring the City Council's intent to reimburse certain expenditures for the City's Energy Project from the proceeds of lease/purchase financing. This action will allow staff to proceed with the project prior to finalizing the lease/purchase financing. The costs incurred will be paid for with the proceeds of the financing.

RECOMMENDATION

It is recommended that the City Council approve the reimbursement resolution for the Energy Project lease/purchase financing.

BACKGROUND

Federal Tax Rules permit a city to reimburse itself for expenditures made on public projects that are later financed with tax-exempt financing. The City must make a declaration of its intent to reimburse itself. The declaration cannot be made as a matter of course; it must be made for projects that are approved and where funds are proposed to be spent.

The City Manager has proposed and the City Council has approved a City Hall-Library-Fire Department Energy Project. In order to fund the Energy Project, the City use lease/purchase financing. The adoption of a reimbursement resolution allows staff to proceed with the proposed project prior to finalizing the lease/purchase financing.

FISCAL IMPACT

The cost of the financing debt service is included in the 2016-2017 Adopted Budget.

ATTACHMENTS

1. Reimbursement Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE DECLARING ITS INTENT TO REIMBURSE CERTAIN EXPENDITURES FOR THE CITY HALL, LIBRARY AND FIRE DEPARTMENT ENERGY PROJECTS FROM THE PROCEEDS OF LEASE/PURCHASE FINANCING

WHEREAS, the City Council of the City of Seaside has considered and approved City Hall, Library and Fire Department Energy Projects; and

WHEREAS, in order to fund the construction/reconstruction of the Energy Projects, the City of Seaside will enter into a lease/purchase financing agreement.

NOW, THEREFORE the City Council of the City of Seaside hereby finds, determines, resolves and orders as follows:

Section 1. Section 1.150-2 of the Treasury Regulations governs the allocation of expenditures of a financing. The reimbursement is that portion of an issue of a financing allocated to reimburse an original expenditure (i.e., an expenditure for a governmental purpose that is originally paid from a source other than the financing) that was paid before the date of the financing. Section 1.150-2 provides rules to determine when an allocation of proceeds to reimburse an original expenditure will be treated as an expenditure of those proceeds.

Section 2. In order for such an allocation of those proceeds to be treated as an expenditure, the issuer of the financing must, in accordance with Section 1.150-2, adopt an official intent for the original expenditure. The official intent is a declaration of intention by the issuer to reimburse the original expenditure with the proceeds.

Section 3. The City of Seaside intends to finance the construction/reconstruction of the Energy Projects

Section 4. The City will be making expenditures in connection with the Energy Project. The City intends in both cases that such expenditures be reimbursed from the proceeds of the financing. The City expects that all such expenditures will be reimbursed with proceeds of the financing.

Section 5. The maximum principal amount of financing expected to be issued for the purposes of reimbursing the City for such expenditures is \$1,600,000.

Section 6. This official intent is not declared as a matter of course and is not declared in an amount substantially in excess of the amounts expected to be necessary to reimburse the expenditures described in Section 4 hereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of July, 2016 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services

DATE: July 7, 2016

SUBJECT: CONSIDERATION OF A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP INC. FOR PROJECT MANAGEMENT SERVICES FOR THE PROPOSED MONTEREY DOWNS, MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY PROJECT TO INCREASE THE CONTRACT AMOUNT BY \$70,165 TO COMPLETE APPLICATION AND ENTITLEMENT PROCESSING

PURPOSE

The purpose of this item is for the City Council to consider executing a Fourth Amendment to the Professional Services Agreement (the "PSA") entered into between the City of Seaside (the "City") and EMC Planning Group Inc. (the "Consultant") on February 16, 2012, to provide project management services for the processing of land use entitlements and regulatory approvals for the proposed Monterey Downs, Monterey Horse Park and Central Coast Veterans Cemetery project. A First Amendment to the PSA was executed on May 15, 2014, a Second Amendment was executed on April 2, 2015, and a Third Amendment was executed on December 3, 2015.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a Fourth Amendment to the PSA with Consultant to complete the application processing. The contract amount will be increased by \$70,165. Therefore, the maximum amount payable to Consultant under this Agreement is increased from \$537,808 to \$607,973.

BACKGROUND

On September 16, 2010, the City of Seaside, the Redevelopment Agency of the City of Seaside, and Monterey Downs, LLC (Applicant) entered into an Exclusive Negotiating Agreement

(ENA) for the potential development of approximately 550 acres of land on the former Fort Ord.

On February 16, 2012, the City of Seaside entered into a PSA with Consultant to provide project management services for the processing of land use entitlements and regulatory approvals for the proposed Monterey Downs, Monterey Horse Park, and Central Coast Veterans Cemetery project.

On May 15, 2014, a First Amendment to the PSA of One Hundred Seventy Seven Thousand Four Hundred Eighty-Five Dollars (\$177,485) was approved by the City Council increasing the maximum payable from One Hundred Ninety Two Thousand, Six Hundred Dollars (\$192,600) to a maximum of Three Hundred Seventy Thousand, and Eighty Five Dollars (\$370,085). On April 2, 2015, a Second Amendment to the PSA of Ninety Six Thousand, One Hundred Twenty Dollars (\$96,120) was approved by the City Council increasing the maximum payable to Four Hundred Sixty Six Thousand, Two Hundred Five Dollars (\$466,205). On December 3, 2015, a Third Amendment to the PSA of Seventy One Thousand, Six Hundred Three Dollars (\$71,603) was approved by the City Council increasing the maximum payable to Five Hundred Thirty Seven Thousand, Eight Hundred and Eight Dollars (\$537,808). The First Amendment, Second Amendment, and Third Amendment expanded the scope of work for additional time associated with processing the project.

FOURTH AMENDMENT TO EMC PLANNING GROUP PSA

In June 2016, Consultant submitted a letter requesting a scope of work and budget amendment to the PSA. The letter cited two primary reasons, which are outlined below, justifying their request.

Project Timeline Expanded. The original budget was based upon a 12-month schedule. Due to reasons beyond the control of Consultant, the project is now in its 52nd month, and will continue for a yet to be determined period of time. Ongoing tasks include administration; coordination with City staff, the applicant, and the City's other consultants; managing the master project schedule; organizing and managing the project record; overseeing the City's other consultants (Michael Baker and The Dore Group); weekly meetings and telephone conferences; maintaining the City's project website; and responding to public records requests.

Additional Review of the Proof Final EIR. Continuing to oversee the work of the EIR consultant and continue to assist the EIR consultant with writing the responses as necessary to ensure comments are adequately addressed.

Consultant estimates that an additional 353 hours and \$70,165 will be required to complete processing the project.

Staff has reviewed Consultant's request and determined that the requested budget augmentation is justified based on the unanticipated project delays and additional tasks added to Consultant's scope of work given the City's limited staffing resources. It is therefore recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a Fourth

Amendment to the PSA with Consultant to complete the application and entitlement processing.

FISCAL IMPACT

The approval of this Fourth Amendment will have no financial impact to the City's General Fund. Under Section 9 of the ENA, the Developer (Monterey Downs) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the ENA through a deposit of One Hundred Thousand Dollars (\$100,000) ("Reimbursement Funds").

Reimbursable expenses include but are not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the EIR; and (iii) the cost of negotiating and preparing the DDA. Prior to the execution of the ENA, the Developer provided the City with the Reimbursement Funds deposit. The increased not to exceed contract amount of Six Hundred Seven Thousand, Nine Hundred Seventy Three Dollars (\$607,973) is reimbursed to the City of Seaside by the applicant under the existing Deposit and Reimbursement Agreement.

ATTACHMENTS

1. Resolution approving the 4th amendment to EMC Consultant Contract for Monterey Downs
 2. Fourth Amendment to the Professional Service Agreement with EMC Planning Group Inc.
 3. Exhibit A to the 4th Amendment to the PSA for EMC Planning Group Inc.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP INC. FOR PROJECT MANAGEMENT SERVICES FOR THE PROPOSED MONTEREY DOWNS, MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY PROJECT AND AUTHORIZING THE INCREASE OF THE CONTRACT AMOUNT BY \$70,165 TO COMPLETE APPLICATION AND ENTITLEMENT PROCESSING

WHEREAS, On September 16, 2010, the City of Seaside, the Redevelopment Agency of the City of Seaside, and Monterey Downs, LLC (Applicant) entered into an Exclusive Negotiating Agreement (ENA) for the potential development of approximately 550 acres of land on the former Fort Ord; and

WHEREAS, on February 16, 2012, the City Council entered into a Professional Services Agreement with EMC Planning Group to provide project management services for the processing of land use entitlements and regulatory approvals for the proposed Monterey Downs, Monterey Horse Park, and Central Coast Veterans Cemetery project on the former Fort Ord in an amount not to exceed One Hundred Ninety Two Thousand, Six Hundred Dollars (\$192,600); and

WHEREAS, a First Amendment to the Professional Services Agreement of One Hundred Seventy Seven Thousand Four Hundred Eighty Five Dollars (\$177,485) was approved by the City Council on May 15, 2014 for a maximum of Three Hundred Seventy Thousand and Eighty Five Dollars (\$370,085); and

WHEREAS, a Second Amendment to the Professional Services Agreement of Ninety Six Thousand, One Hundred Twenty Dollars (\$96,120) was approved by the City Council on April 2, 2015 for a maximum of Four Hundred Sixty Six Thousand and Two Hundred Five Dollars (\$466,205); and

WHEREAS, a Third Amendment to the Professional Services Agreement of Seventy One Thousand, Six Hundred Three Dollars (\$71,603) was approved by the City Council on December 3, 2015 for a maximum of Five Hundred Thirty Seven Thousand, Eight Hundred and Eight Dollars (\$537,808); and

WHEREAS, the City desires to move forward with completing the application review and processing; and

WHEREAS, the approval of this Fourth Amendment will have no financial impact to the City's General Fund. Under Section 9 of the ENA, the Developer (Monterey Downs) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the ENA through a deposit of One Hundred Thousand Dollars (\$100,000) ("Reimbursement Funds"). Reimbursable expenses include but are not limited to: (i) the cost of

developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the EIR; and (iii) the cost of negotiating and preparing the DDA. Prior to the execution of the ENA, the Developer provided the City with the Reimbursement Funds deposit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Fourth Amendment to the Professional Services Agreement with EMC Planning Group to increase the Professional Services Agreement amount by Seventy Thousand, One Hundred and Sixty Five Dollars (\$70,165) therefore increasing the maximum amount payable under this Agreement from Five Hundred Thirty Seven Thousand, Eight Hundred Eight Dollars (\$537,808) to Six Hundred Seven Thousand, Nine Hundred Seventy Three Dollars (\$607,973).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of July 2016, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton-Rerig, City Clerk

**AMENDMENT #4 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SEASIDE
AND**

EMC PLANNING GROUP INC.

**FOR AN AMENDED SCOPE OF WORK AND BUDGET FOR PROJECT
MANAGEMENT SERVICES FOR THE PROPOSED MONTEREY DOWNS AND
MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY
PROJECT TO COMPLETE APPLICATION AND ENTITLEMENT PROCESSING**

1. RECITALS:

WHEREAS, City of Seaside hereinafter called “City”, and EMC Planning Group Inc. hereinafter called “Consultant”, entered into a professional services agreement on the 16th day of February, 2012 to provide project management services for the processing of land use entitlements and regulatory approvals for the proposed Monterey Downs, Monterey Horse Park and Central Coast Veterans Cemetery project, hereinafter referred to as an “Agreement”; and

WHEREAS, the Agreement was subsequently modified on May 15, 2014 by a First Amendment, on April 2, 2015 by a Second Amendment, and on December 3, 2015 by a Third Amendment to expand the scope of work associated with delays with project processing; and

WHEREAS, City and Consultant desire to amend the scope and increase the amount of total compensation allowed as stated in the consultant Agreement to complete the processing of project entitlements.

NOW, THEREFORE the parties agree as follows:

2. EMPLOYMENT OF CONSULTANT

Agreement is amended and modified as proposed in the attached Exhibit A (Amendment #4).

3. PAYMENTS TO CONSULTANT, Maximum Liability

Subject to the limitation set forth herein, the City shall pay the Consultant the amount provided in Exhibit A (Amendment #4), an addition of \$70,165 dated June 29, 2016. The maximum amount payable to Consultant under this Agreement is increased from Five Hundred Thirty Seven Thousand, Eight Hundred Eight Dollars (\$537,808) to Six Hundred Seven Thousand, Nine Hundred and Seventy Three Dollars (\$607,973).

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on July 7, 2016.

CITY OF SEASIDE
“City”

by _____

Craig Malin, City Manager

EMC PLANNING GROUP INC
“Consultant”

by *Teri Wissler Adam*

Teri Wissler Adam, Vice President



Planning for Success.

June 29, 2016

Diana Ingersoll, P.E.
Deputy City Manager - Resource Management Services
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

**Re: Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery
Project Management – Budget Amendment Request #4**

Dear Diana:

This is a request to amend the budget for this project. Our original budget was \$192,600 and was approved in February 2012. The 1st amendment was approved in May 2014 and expanded the scope of work to account for additional time associated with processing the project. It added \$177,485 to the budget for a new total of \$370,085. The 2nd amendment was approved in April 2015. It also expanded the scope of work for additional time associated with processing the project. It added \$96,120 to the budget for a new total of \$466,205. The 3rd amendment was approved in December 2015. It also expanded the scope of work for additional time associated with processing the project and assisting Michael Baker, the City's EIR consultant, with responding to public comments. It added \$71,603 for a new total of \$537,808. This 4th amendment would add \$70,165 for a new total of \$607,973.

The reasons for this request are as follows:

1. Project Timeline Expanded. The original budget was based upon a 12-month schedule. Due to reasons beyond the control of EMC Planning Group, the project is now in its 52nd month, and will continue for a yet to be determined period of time. Ongoing tasks include administration; coordination with City staff, the applicant, and the City's other consultants; master project schedule; organizing and managing the project record; overseeing the City's other consultants (Michael Baker and The Dore Group); weekly meetings and telephone conferences; maintaining the City's project website; responding

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

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to public records requests; and reviewing and providing comments on the draft property appraisal.

2. Continuing to assist the EIR consultant with writing the responses as necessary to ensure comments are adequately addressed.

As of May 31, 2016, we were at 90% of our budget. Attached is a spreadsheet that presents the following information: current budget, amount invoiced and percent complete through May 31, 2016, budget amendment, and total new budget. Also enclosed is the spreadsheet that details the hours and budget for the amendment.

Please let me know if you have any questions regarding this request.

Sincerely,

A handwritten signature in black ink that reads "Teri Wissler Adam". The signature is written in a cursive, flowing style.

Teri Wissler Adam
Senior Principal

Enc: Attachments

Task	Current Budget	Invoiced Through 5/31/16	Percent Complete	Budget Amendment	New Total
1.0 On-Going Project Management					
1.1 Administration	\$34,140	\$30,641.74	90%	\$3,540	\$37,680
1.2 Coordination	\$38,100	\$34,826.15	91%	\$6,560	\$44,660
1.3 Weekly Status Reports (tsfr 5070 to 1.2)	\$5,070	\$5,069.60	100%	\$0	\$5,070
1.4 Master Project Schedule	\$7,960	\$6,436.10	81%	\$1,640	\$9,600
1.5 CityCounty LAFCO Coordination	\$15,497	\$13,440.41	87%	\$6,560	\$22,057
1.6 Organize & Manage Project Record	\$10,170	\$7,857.60	77%	\$0	\$10,170
1.7 Performance Measurement & Reporting	\$15,905	\$14,166.60	89%	\$0	\$15,905
2.0 Meetings					
2.1 Kick-off Meeting with City & County Staff	\$3,510	\$3,510.00	100%	\$0	\$3,510
2.2 Team Kick-Off Meeting and Site Visit	\$1,950	\$1,950.00	100%	\$0	\$1,950
2.3 Regular (Weekly) Team Meetings (2-hour meetings)	\$118,010	\$114,727.52	97%	\$12,300	\$130,310
2.4 City/County LAFCO Meetings	\$9,520	\$6,103.20	64%	\$0	\$9,520
3.0 Community Outreach and Participation					
3.1 Project Manager participation in program	\$9,993	\$8,487.00	85%	\$0	\$9,993
3.2 Budget Transferred from Ingram	\$12,380	\$12,379.94	100%	\$0	\$12,380
3.3 City Council Workshops	\$4,920	\$4,920.00	100%	\$0	\$4,920
4.0 Specific Plan Review and Processing					
4.1 Communication with Applicant	\$21,330	\$21,330.00	100%	\$1,640	\$22,970
4.2 Tribal Consultation Process (tsfr to 1.2)	\$0	\$0.00	0%	\$0	\$0
4.3 Responding to PRA Requests	\$37,785	\$33,709.79	89%	\$0	\$37,785
4.4 Review ADSP	\$9,600	\$9,600.00	100%	\$0	\$9,600
4.5 Review Proof Draft SP	\$14,380	\$14,380.00	100%	\$0	\$14,380
5.0 CEQA Documentation Review and Processing					
5.1 Review EIR Consultant's Scope of Work	\$780	\$780.00	100%	\$0	\$780
5.2 NOP Review & Publication	\$1,560	\$1,559.99	100%	\$0	\$1,560
5.3 Public Scoping Meeting	\$2,060	\$2,060.00	100%	\$0	\$2,060
5.4 Review ADEIR	\$18,491	\$18,491.36	100%	\$0	\$18,491
5.5 Review Revised ADEIR	\$11,804	\$11,804.00	100%	\$0	\$11,804
5.6 Review Proof Draft EIR	\$23,705	\$23,705.00	100%	\$0	\$23,705
5.7 Review RTC, AFEIR, FEIR	\$58,280	\$57,155.19	98%	\$14,965	\$73,245
6.0 City/County Public Hearings					
6.0.1 Prepare Draft BAR Project Consideration Package	\$2,010	\$2,010.00	100%	\$0	\$2,010
6.0.2 Prepare Final BAR Project Consideration Package	\$820	\$820.00	100%	\$3,280	\$4,100
6.1.1 Prepare Draft PC Project Consideration Package	\$13,455	\$12,638.12	94%	\$6,560	\$20,015
6.1.2 Prepare Final PC Project Consideration Package	\$3,120	\$0.00	0%	\$0	\$3,120
6.1.3 Prepare Draft CC Project Consideration Package	\$8,908	\$7,335.95	82%	\$0	\$8,908
6.1.4 Prepare Final CC Project Consideration Package	\$2,380	\$0.00	0%	\$0	\$2,380
6.2 City Public Hearings & Presentation (5)	\$8,200	\$1,230.00	15%	\$0	\$8,200
6.3 Prepare & File NOD (tsft to 4.5)	\$3,915	\$0.00	0%	\$0	\$3,915
6.4 County Public Hearings (4)	\$1,640	\$0.00	0%	\$0	\$1,640
7.0 Fort Ord Reuse Plan Consistency Analysis					
7.1 Determination of Consistency	\$6,460	\$0.00	0%	\$3,280	\$9,740
7.2 FORA Hearing Presentations (3)	\$0	\$0.00	0%	\$1,640	\$1,640
Total Budget for Tasks:	\$537,808	\$483,125.26		\$61,965	\$599,773
OPTIONAL TASKS NOW PART OF BUDGET AMENDMENT					
8.0 LAFCO Process					
8.1 Prepare LAFCO Annexation Application	\$0	\$0.00		\$4,100	\$4,100
8.2 Attend LAFCO Annexation Hearing	\$0	\$0.00		\$4,100	\$4,100
9.0 Follow Up					
9.1 Follow up tasks	\$0	\$0.00		\$0	\$0
Total Budget for Optional Tasks:	\$0			\$8,200	\$8,200
Totals:	\$537,808	\$483,125.26	90%	\$70,165	\$607,973

Monterey Downs Specific Plan and EIR Project Management (Budget Amendment No. 4)				
Task	EMC Planning Group Inc.			
Staff	Senior Principal Wissler Adam	Administrative Costs	Total Hours	Total Cost
Billing Rate (Per Hour)	\$205.00	\$95.00		
1.0 On-Going Project Management				
1.1 Administration	8.0	20.0	28.0	\$3,540.00
1.2 Coordination	32.0	0.0	32.0	\$6,560.00
1.3 Status Reports (COMPLETED)	0.0	0.0	0.0	\$0.00
1.4 Master Project Schedule	8.0	0.0	8.0	\$1,640.00
1.5 City/County LAFCO Coordination	32.0	0.0	32.0	\$6,560.00
1.6 Organize & Manage Project Record	0.0	0.0	0.0	\$0.00
1.7 Performance Measurement & Reporting	0.0	0.0	0.0	\$0.00
Subtotal	80.0	20.0	100.0	\$18,300.00
2.0 Meetings				
2.1 Kick-off Meeting w/City & County Staff (COMPLETED)	0.0	0.0	0.0	\$0.00
2.2 Team Kick-Off Meeting and Site Visit (COMPLETED)	0.0	0.0	0.0	\$0.00
2.3 Meetings	60.0	0.0	60.0	\$12,300.00
2.4 City/County LAFCO Meetings	0.0	0.0	0.0	\$0.00
Subtotal	60.0	0.0	60.0	\$12,300.00
3.0 Community Outreach & Participation				
3.1 Web Page Maintenance	0.0	0.0	0.0	\$0.00
Subtotal	0.0	0.0	0.0	\$0.00
4.0 Specific Plan Review & Processing				
4.1 Communication with Applicant	8.0	0.0	8.0	\$1,640.00
4.2 Tribal Consultation Process (COMPLETED)	0.0	0.0	0.0	\$0.00
4.3 Responding to PRA Requests	0.0	0.0	0.0	\$0.00
4.4 Review Revised ADSP (COMPLETED)	0.0	0.0	0.0	\$0.00
4.5 Review Proof Draft SP COMPLETED)	0.0	0.0	0.0	\$0.00
Subtotal	8.0	0.0	8.0	\$1,640.00
5.0 CEQA Documentation Review & Processing				
5.1 Review EIR Consultant's Scope of Work (COMPLETED)	0.0	0.0	0.0	\$0.00
5.2 NOP Review & Publication (COMPLETED)	0.0	0.0	0.0	\$0.00
5.3 Public Scoping Meeting (COMPLETED)	0.0	0.0	0.0	\$0.00
5.4 Review ADEIR (COMPLETED)	0.0	0.0	0.0	\$0.00
5.5 Review Revised ADEIR (COMPLETED)	0.0	0.0	0.0	\$0.00
5.6 Review Proof Draft EIR (COMPLETED)	0.0	0.0	0.0	\$0.00
5.7 Review RTC, AFEIR, FEIR	73.0	0.0	73.0	\$14,965.00
Subtotal	73.0	0.0	73.0	\$14,965.00
6.0 City/County Public Hearings				
6.0.1 Prepare Draft BAR Project Consideration Package	0.0	0.0	0.0	\$0.00
6.0.2 Prepare Final BAR Project Consideration Package	16.0	0.0	16.0	\$3,280.00
6.1.1 Prepare Draft PC Project Consideration Package	32.0	0.0	32.0	\$6,560.00
6.1.2 Prepare Final PC Project Consideration Package	0.0	0.0	0.0	\$0.00
6.1.3 Prepare Draft CC Project Consideration Package	0.0	0.0	0.0	\$0.00
6.1.4 Prepare Final CC Project Consideration Package	0.0	0.0	0.0	\$0.00
6.2 City Public Hearings & Presentation (5)	0.0	0.0	0.0	\$0.00
6.3 Prepare & File NOD	0.0	0.0	0.0	\$0.00
6.4 County Public Hearings (1) (NEW for MOU)	0.0	0.0	0.0	\$0.00
Subtotal	48.0	0.0	48.0	\$9,840.00
7.0 Fort Ord Reuse Plan Consistency Analysis				
7.1 Request for Consistency Determination	16.0	0.0	16.0	\$3,280.00
7.2 FORA Hearing Presentations (5)	8.0	0.0	8.0	\$1,640.00
Subtotal	24.0	0.0	24.0	\$4,920.00
8.0 LAFCO Process				
8.1 Prepare LAFCO Annexation Application	20.0	0.0	20.0	\$4,100.00
8.2 Prepare for and Attend LAFCO Annexation Hearing	20.0	0.0	20.0	\$4,100.00
Subtotal	40.0	0.0	40.0	\$8,200.00
9.0 Follow Up				
9.1 Follow up tasks	0.0	0.0	0.0	\$0.00
Subtotal	0.0	0.0	0.0	\$0.00
Total (Hours)	333.0	20.0	Total Hours	Total Cost
Total (Cost)	\$68,265.00	\$1,900.00	353.0	\$70,165.00
Total Costs	\$70,165.00			



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services

DATE: July 7, 2016

SUBJECT: CONSIDERATION OF A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL (FORMERLY RBF CONSULTING) FOR THE MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$20,000 TO COMPLETE THE FINAL EIR

PURPOSE

The purpose of this item is for the City Council to consider a Third Amendment to the Professional Services Agreement (PSA) between the City of Seaside and Michael Baker International (formerly RBF Consulting) for preparation of the Environmental Impact Report (EIR) for the Monterey Downs and Monterey Horse Park and Veterans Cemetery Specific Plan.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a Third Amendment to the PSA with Michael Baker International to expand the budget associated with completion of the Final EIR. The not to exceed contract amount will be increased by \$20,000. Therefore, the maximum amount payable to Michael Baker International under this Agreement is increased from \$675,925 to \$695,925.

BACKGROUND

On September 16, 2010, the City of Seaside, the Redevelopment Agency of the City of Seaside, and Monterey Downs, LLC (Applicant) entered into an Exclusive Negotiating Agreement (ENA) for the potential development of approximately 550 acres of land on the former Fort Ord.

On December 1, 2011, the Applicant and the City entered into a Deposit and Reimbursement Agreement to provide for a deposit of funds in an amount of \$100,000 with the City for costs incurred by the City to conduct environmental review of the proposed project as required by the California Environmental Quality Act (CEQA). Subsequently, on February 16, 2012, the City of Seaside entered into a PSA with Michael Baker International to prepare the EIR on the proposed development of the subject property.

A First Amendment to the PSA with Michael Baker International was approved by the City Council on May 16, 2013. The First Amendment expanded the scope of work associated with the traffic impact assessment to accommodate requests from other agencies in response to the Notice of Preparation of an EIR. The not to exceed contract amount was increased by \$40,400. A Second Amendment to the PSA with Michael Baker International was approved by the City Council on April 2, 2015. The Second Amendment expanded the the scope of work associated with completing the Draft EIR and responding to Public Records Act requests. The not to exceed contract amount was increased by \$55,595. Therefore, the maximum amount payable to Michael Baker International under the Agreement was increased from \$620,330 to \$675,925.

THIRD AMENDMENT TO MICHAEL BAKER INTERNATIONAL PSA

In June 2016, Michael Baker International submitted a letter requesting a \$20,000 budget amendment to the PSA. The letter cited the need for an internal consistency review for the Final EIR, prior to publishing. Michael Baker International has agreed to deliver the Final EIR no later than Friday, July 29, 2016. The amendment includes language that if the document is not delivered on time, the budget increase will be reduced to \$10,000.

Staff has reviewed Michael Baker International's request and determined that the requested budget augmentation is justified based on the unanticipated number of comments received during the Draft EIR public review period. It is therefore recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a Third Amendment to the PSA with Michael Baker International to complete the Final EIR.

FISCAL IMPACT

The approval of this Third Amendment will have no financial impact to the City's General Fund. Under Section 9 of the ENA, the Developer (Monterey Downs) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the ENA through a deposit of One Hundred Thousand Dollars (\$100,000) ("Reimbursement Funds").

Reimbursable expenses include but are not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the EIR; and (iii) the cost of negotiating and preparing the DDA. Prior to the execution of the ENA, the Developer provided the City with the Reimbursement Funds deposit. The increased not to exceed contract amount of Six Hundred Ninety Five Thousand, Nine Hundred and Twenty Five Dollars (\$695,925) is to be reimbursed to the City of Seaside by the applicant under the existing Deposit and Reimbursement

Agreement.

ATTACHMENTS

1. Resolution approving the Third Amendment to Michael Baker International Professional Service Agreement
 2. Third Amendment to Michael Baker International Professional Service Contract
 3. Exhibit A to Michael Baker International Third PSA Amendment
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL (FORMERLY RBF CONSULTING) FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$20,000 TO COMPLETE THE FINAL EIR

WHEREAS, on September 16, 2010, the City of Seaside, the Redevelopment Agency of the City of Seaside, and Monterey Downs, LLC (Applicant) entered into an Exclusive Negotiating Agreement (ENA) for the potential development of approximately 550 acres of land on the former Fort Ord; and

WHEREAS, on February 16, 2012, the City of Seaside entered into a Professional Services Agreement with Michael Baker International (formerly RBF Consulting) to prepare the EIR for the proposed development of 550 acres located on the former Fort Ord in an amount not to exceed Five Hundred Seventy-Nine Thousand, Nine Hundred and Thirty Dollars (\$579,930); and

WHEREAS, on May 16, 2013, a First Amendment to the PSA of Forty Thousand Four Hundred Dollars (\$40,400) was approved by the City Council for a maximum of Six Hundred Twenty Thousand, Three Hundred and Thirty Dollars (\$620,330); and

WHEREAS, on April 2, 2015, a Second Amendment to the PSA of Fifty Five Thousand Five Hundred Ninety Five Dollars (\$55,595) was approved by the City Council for a maximum of Six Hundred Seventy Five Thousand, Nine Hundred Twenty Five Dollars (\$675,925); and

WHEREAS, the City desires to move forward with completion of preparation of the Final EIR.

WHEREAS, the approval of this Third Amendment will have no financial impact to the City's General Fund. Under Section 9 of the ENA, the Developer (Monterey Downs) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the ENA through a deposit of One Hundred Thousand Dollars (\$100,000) ("Reimbursement Funds"). Reimbursable expenses include but are not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the EIR; and (iii) the cost of negotiating and preparing the DDA. Prior to the execution of the ENA, the Developer provided the City with the Reimbursement Funds deposit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Third Amendment to the Professional Services Agreement with Michael Baker International to increase the contract amount by Twenty Thousand Dollars

(\$20,000) to complete the Final EIR. The maximum amount payable to Consultant under this Agreement is therefore increased from Six Hundred Seventy Five Thousand, Nine Hundred and Twenty Five Dollars (\$675,925) to Six Hundred Ninety Five Thousand, Nine Hundred and Twenty Five Dollars (\$695,925). However, if the Final EIR is not delivered to the City by Friday, July 29, 2016 as agree to by Michael Baker International, the \$20,000 budget amendment will be reduced to \$10,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of July 2016, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton-Rerig, City Clerk

**AMENDMENT #3 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SEASIDE
AND
MICHAEL BAKER INTERNATIONAL
FOR AN AMENDED BUDGET FOR THE PREPARATION OF THE MONTEREY
DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS
CEMETERY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT**

1. RECITALS:

WHEREAS, City of Seaside hereinafter called “City”, and Michael Baker International hereinafter called “Consultant”, entered into a professional services agreement on the 16th day of February, 2012 for preparation of the Environmental Impact Report (EIR) for the Monterey Downs and Monterey Horse Park and Veterans Cemetery Specific Plan, hereinafter referred to as an “Agreement”; and

WHEREAS, the Agreement was subsequently modified on May 16, 2013 by a First Amendment to expand the scope of work associated with the traffic impact assessment to accommodate requests from other agencies in response to the Notice of Preparation of an EIR; and

WHEREAS, the Agreement was subsequently modified on April 2, 2015 by a Second Amendment to expand the scope of work associated with completion of the Draft EIR and responding to Public Records Act requests; and

WHEREAS, City and Consultant desire to amend the scope and increase the amount of total compensation allowed as stated in the consultant Agreement to allow for the completion of the Final EIR and delivery of the documents no later than Friday, July 29, 2016.

NOW, THEREFORE the parties agree as follows:

2. EMPLOYMENT OF CONSULTANT

Agreement is amended and modified as proposed in the attached Exhibit A (Amendment #3).

3. PAYMENTS TO CONSULTANT, Maximum Liability

Subject to the limitation set forth herein, the City shall pay the Consultant the amount provided in Exhibit A (Amendment #3), (addition of \$20,000) dated June 28, 2016. The maximum amount payable to Consultant under this Agreement is increased from Six Hundred Seventy Five

Thousand, Nine Hundred and Twenty Five Dollars (\$675,925) to Six Hundred Ninety Five Thousand, Nine Hundred and Twenty Five Dollars (\$695,925).

If the Final EIR is not received by the City by Friday, July 29, 2016, the \$20,000 budget increase shall be reduced to \$10,000.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on July 7, 2016.

CITY OF SEASIDE
“City”

by _____
Craig Malin, City Manager

MICHAEL BAKER INTERNATIONAL
“Consultant”

by _____
Jeffrey C. Barfield, Vice President/Planning

JN 131360
Request No. 5
Date: June 28, 2016

ADDITIONAL WORK REQUEST SUMMARY

Client: City of Seaside

Project: Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan EIR

Work Requested By: Ms. Teri Wissler Adam

Summary of Additional Work:

Task I – Final EIR Consistency Review. On May 12, 2016, Michael Baker International (MBI) received the Monterey Downs Final EIR with redline edits provided by the City of Seaside and City Legal Counsel. It is the understanding of Michael Baker that redline edits did not receive universal consistency review, throughout the entirety of the Response to Comments document or the Errata. As communicated to the City and City Legal Counsel during our phone call on June 15, 2016, Michael Baker could perform this work through an AWR. The proposed budget includes a reasonable preliminary estimate of time to perform a thorough consistency review. Michael Baker will go through the Response to Comment document to evaluate all redline edits made by the City of Seaside, to determine which redline edits warrant a consistency review throughout the Response to Comments and Errata. Then, Michael Baker will perform this consistency review, and make necessary edits for consistent language throughout the Response to Comments document and Errata to ensure the adequacy of the FSEIR.

Task I has been budgeted on a not to exceed time and materials basis. Budget for this task will not be exceeded without authorization from the Client.

TOTAL FEE: \$20,000 (see attached)

Jeffrey Barfield, AICP, VP Planning

Accepted By

**Monterey Downs & Monterey Horse Park
& Central Coast Veterans' Cemetery Specific Plan**

**AWR5
06/28/16**

PROFESSIONAL FEES FOR ENVIRONMENTAL CONSULTING SERVICES

TASKS		PD	PM	TS	EA	ES	ADMN	TOTAL HOURS	TOTAL FEE
		\$245	\$235	\$180	\$110	\$100	\$95		
TASK I: Final EIR Consistency Review									
1.0	Final EIR								
1.1	QA/QC	2	16	4				22	\$4,970
1.2	Consistency Review				50	50		100	\$10,500
1.3	Errata/Document Formatting						16	16	\$1,520
1.4	Contingency							TBD	\$3,010
TOTAL LABOR HOURS		2	16	4	50	50	16	138	
TOTAL % LABOR HOURS		1%	12%	3%	36%	36%	12%	100%	
TOTAL LABOR COSTS		\$490	\$3,760	\$720	\$5,500	\$5,000	\$1,520		\$20,000

TOTAL FEE

NOTE:

**PD = Project Director
PM = Project Manager**

**TS = Technical Specialist
EA = Environmental Analyst**

**ES = Environmental Specialist
ADMN = Administrative Support**



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: July 7, 2016

**SUBJECT: RESOLUTION AUTHORIZING CITY OF SEASIDE AND
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT FACILITY
SHARING MEMORANDUM OF UNDERSTANDING**

PURPOSE

The purpose of this item is to memorialize mutually beneficial facility sharing practices between the City and MPUSD.

RECOMMENDATION

That the City Council adopt the resolution and authorize execution of the Memorandum of Understanding.

BACKGROUND

The City of Seaside and Monterey Peninsula Unified School District share a common public interest in the efficacious utilization of publicly-owned facilities for public, community and educational purposes. The attached Memorandum of Understanding establishes practices to facilitate and encourage the utilization of facilities between the City and School District for the public good, while keeping costs to each party to the minimum required for shared use.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft MOU
-

Meeting Date: July 7, 2016

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

MEMORADUM OF UNDERSTANDING
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
and
CITY OF SEASIDE

This Memorandum of Understanding ("Agreement") is entered into this ____ day of July, 2016 ("Effective Date"), by and between The City of Seaside, and Monterey Peninsula Unified School District ("School District"). City of Seaside and School District are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party."

RECITALS

- A. Chapter 6 of Division 12 of the Education Code of the State of California commencing with section 16651, authorizes cities, public corporations and public school districts to cooperate with one another for the authorizing, promoting, and conducting programs of community recreation which will contribute to the attainment of general recreation and educational objectives for youth and adults of the City of Seaside and the School District.
- B. Joint use agreements between public agencies are authorized by Section 6500 et seq. of the Government Code; Sections 10900 through 10916 of the Education Code for the purpose of organizing, promoting and conducting programs of community recreation; and Section 39470 et seq. of the Education Code of the State of California for the joint use of vacant classrooms or other space in operating school buildings
- C. The City of Seaside and the School District are mutually interested in and concerned with the provision of adequate facilities for the recreation and physical well-being of the residents and the District's school children.
- D. The City of Seaside operates and maintains certain public parks and recreational facilities, which are capable of being used by the School District for educational purpose and District-sponsored recreational activities.
- E. The School District has certain sports fields, auditoriums, gymnasiums, classrooms, and other educational facilities under their jurisdiction, suitable for a community recreation program;

It is Hereby Mutually Agreed Between the School District and the City of Seaside that the following facilities will be shared:

- I. The School District will make available to the City of Seaside for community recreation activities such school grounds, equipment, and buildings as may be mutually agreed upon. These facilities include but are not limited to:
 - A. Seaside High School, King Elementary, Highland Elementary, Del Rey Woods Elementary, Ord Terrace Elementary, Marshall Elementary, and Seaside Middle School.
 - 1. Athletic Fields
 - 2. Seaside High School Pool
 - 3. Multi-purpose rooms
 - 4. Gyms
 - 5. Appropriate school Site Classrooms and Conference rooms

- B. The use of such selected school facilities shall be in accordance with the regular procedure of the School District in granting permits for use of the school facilities as provided for by the laws of California and the rules and regulations of the School District.
 - C. The City of Seaside will be able to use the above facilities free of a facilities charge.
- II. The City of Seaside will make available to the school District for educational-oriented activities benefitting Seaside schools or District-wide activities including Seaside schools such City recreational facilities as may be mutually agreed upon. These facilities include but are not limited to the following:
 - 1. The Oldemeyer Center
 - 2. Pattullo Swim Center
 - 3. Soper Field
 - 4. City Parks and recreational areas
 - A. The use of such selected school facilities shall be in accordance with the regular procedure of the City of Seaside in granting permits for use of the school facilities as provided for by the laws of California and the rules and regulations of the City of Seaside.
 - B. Schedule shall be established for said use of selected school and City facilities by designated representatives of the Superintendent and the Recreation and Community Services Director.
 - C. The School District will be able to use the above facilities free of a facilities charge.
- III. Facilities Scheduling
 - A. When possible, a schedule of dates for the use of the School District and City of Seaside facilities will be worked out in advance.
 - B. This schedule will be so arranged as to avoid any conflict between the School's and City of Seaside Use.
 - C. School District facilities, existing school and events and programs shall have first priority, and the recreation program established by the City of Seaside shall have second priority, and any other events by other groups or agencies shall have third priority.
 - D. In scheduling of City facilities, the City events and programs shall have first priority, the school District shall have second priority, and any other events by other groups or agencies shall have third.
 - E. This schedule may be changed at the request of either party by the mutual consent of the other.
 - F. The City of Seaside through its employees agrees to provide adequate personnel to supervise the City's recreational activities which take place after school hours and during holiday and vacation periods at the selected areas.
- IV. **City of Seaside Personnel Supervision:** The recreation personnel employed by the City of Seaside shall be under the supervision of the Director of Recreation.
- V. **School Property Use:** School properties and facilities are intended primarily for school purposes and for the benefit of children of school age. In planning programs and scheduling activities on school grounds, the recreational needs and opportunities of such children will be well provided for and adequately protected
- VI. **Resolving Disputes and/or Differences:** The event any dispute or difference arises as a result of the recreational program being conducted on the site jointly used and selected as above outlined or as to the use of the School District facility, then in that event, said dispute or difference shall be settled by appealing to

the respected department heads of the School district and City of Seaside in accordance with established procedures.

VII. ***Equipment, Supplies, Building and Field Maintenance, Custodial Services Responsibilities:***

A. The School District shall provide the following:

1. Maintain all buildings, existing fences, play apparatus, facilities necessary for its school program and that said equipment, apparatus and facilities may be used by the City of Seaside for community recreational purpose.
2. Provide needed mowing of the School grounds.
3. The School District will provide all the custodial service for the auditoriums, gymnasium, restrooms, and other indoor facilities of any school plant used by the City of Seaside except such time as School District custodians are not normally on duty. If a District custodian is necessary, the City will be charged the District's custodial services fees.
4. When using School District's buildings, the City will supply all expendable materials necessary to conduct a City program activities for all ages, on the facilities under its supervision.

B. The City of Seaside shall provide the following:

1. Maintain all buildings, existing fences, play apparatus, facilities necessary for City of Seaside program use and that said buildings, equipment, apparatus and facilities may be used by the School District for education programs.
2. Provide needed mowing of the City grounds.
3. The City of Seaside will provide all the custodial service for the auditoriums, meeting rooms, restrooms, and other indoor facilities of any city plant used by the School District except such time as the City custodians are not normally on duty. If a City custodian is necessary, the District will be charged the City's custodial services fees.
4. When using the City's buildings, the School District will supply all expendable materials necessary to conduct a school program activities for all ages, on the facilities under its supervision.

VIII. ***Agreement Term and Termination:*** This agreement shall supersede any and all prior agreements for community recreation and shall continue in effect until terminated. Either party to this agreement may at any time terminate this agreement upon giving, in writing to either party twelve month notice of its intention to terminate same.

IX. ***Indemnity:***

- B. The City of Seaside shall hold harmless and free from liability the School District, its officers, agents, employees, while acting as such, from all damages, cost or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to property or liability to or death of persons receive d or suffered by reason of operation of the community recreation program upon School District property, and further, the City of Seaside shall be responsible for any and all damages to all school property caused by proximate results of any recreation activity being conducted on said premises by the City of Seaside.

- C. The School District shall hold harmless and free from liability the City of Seaside, its officers, agents, employees, while acting as such, from all damages, cost or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to property or liability to or death of persons received or suffered by reason of operation of the District recreational or School District sponsored activities upon City of Seaside property, and further, the City of Seaside shall be responsible for any and all damages to all school property caused by proximate results of any recreation activity being conducted on said premises by the City of Seaside, and by reason of use of any City owned improvements or equipment installed on District property being used in connections with district sponsored activity or while under the supervision or control of the School District. The School District shall reimburse the City of Seaside for any damages caused to equipment or installations made by the City of Seaside while under control of the school District.

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Nothing in this agreement shall be construed to deprive the School District from exercising its authority to manage and operate School District property In the manner required by law. Nothing in this agreement shall be construed to deprive the City of Seaside from exercising its authority to manage and operate City of Seaside property in the manner required by law.

IN WITNESS THEREOF the parties hereto have caused the agreement to be executed on their behalf.

CITY OF SEASIDE

By: _____
Mayor

Attest: _____
City Clerk

Approved by: _____
City Attorney's Office

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

By: _____
Board of Education President

Attest: _____
Superintendent of Schools

Approved by: _____
District's Legal Counsel



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

BY: Craig Malin, City Manager

DATE: July 7, 2016

**SUBJECT: RECEIVE PRESENTATION, DISCUSS AND AUTHORIZE RELEASE
OF REQUEST FOR PROPOSAL FOR MIXED-USE DEVELOPMENT
ON MAIN GATE SITE**

PURPOSE

The purpose of this item is to discuss circumstances related to the release of a Request For Proposals (RFP) for the Main Gate parcel and outline parameters of the RFP via a presentation, and solicit City Council approval of the release of the RFP.

RECOMMENDATION

Release the RFP.

BACKGROUND

The recent approval of the Fort Ord Reuse Authority (FORA) Regional Urban Design Guidelines, combined with the approval of the City of Seaside / CSUMB Memorandum of Agreement regarding site access and design parameters, has positioned the City to seek developers for the Main Gate parcel. The parcel has an approved Specific Plan which will require updating to meet current market conditions while retaining consistency with FORA and CSUMB design parameters. The release of a Request For Proposals to prospective developers is recommended to garner the optimal development outcome, consistent with City goals and applicable regulatory review.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. None.
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Meeting Date: July 7, 2016

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager