A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, November 3, 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, with the exception of Presentations. 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. PROCLAMATIONS FOR BRADY LEIST AND SCOTT LEIST IN APPRECIATION OF THEIR EAGLE SCOUT PROJECTS BENEFITING THE CITY OF SEASIDE

PURPOSE: The purpose of this item is to present both Brady Leist and Scott Leist with Proclamations in congratulations for their achievement in attaining the rank of Eagle Scout as well as in appreciation for their Eagle Scout projects benefiting the City of Seaside.

RECOMMENDATION: That the City Council present the proclamations.

B. PRESENTATION ON THE MONTEREY BAY COMMUNITY CHOICE AGGREGATION PROGRAM, A PROGRAM FOR LOCAL GOVERNMENTS TO PROVIDE ELECTRICITY TO CUSTOMERS IN PARTNERSHIP WITH PACIFIC GAS & ELECTRIC

PURPOSE: The purpose of this item is for the City Council to receive a presentation about the Monterey Bay Community Choice Aggregation Program (CCA) from Gine Johnson, Project Team Manager. The CCA is a program through which local governments assume responsibility for providing electrical power to residential and commercial customers within their jurisdiction in partnership with Pacific Gas & Electric Company.

RECOMMENDATION: It is recommended that the City Council receive a presentation about the Monterey Bay Community Choice Aggregation Program from Gine Johnson, Project Team Manager. The Community Choice Aggregation Program is a program through which local governments assume responsibility for providing electrical power to residential and commercial customers within their jurisdiction in partnership with Pacific Gas & Electric Company.

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 OCTOBER 20, 2016

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

B. ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2016

PURPOSE: Accept and file the City of Seaside Cash and Investment Report for the quarter ended September 30, 2016 as it stands on September 30, 2016.

RECOMMENDATION: Accept and file report.

C. 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 October 11, 2016 through October 21, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 13, 2016 is requested. Total Account Payable and Payroll for the above referenced period is $1,107,359.09.

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

D. APPROVE RESOLUTION AWARDING A CONTRACT TO TRANE U.S. INC. IN THE AMOUNT OF $460,000 FOR INSTALLATION OF AIR CONDITIONING AT THE SEASIDE CITY HALL

PURPOSE: The purpose of this item is for the City Council to consider awarding a contract to Trane U.S. Inc. in the amount of Four Hundred Sixty Thousand Dollars ($460,000) to install Air Conditioning at the Seaside City Hall.

RECOMMENDATION: It is recommended that the City Council adopt a resolution awarding a contract to Trane U.S. Inc. in the amount of Four Hundred Sixty Thousand Dollars ($460,000) to install Air Conditioning at the Seaside City Hall and authorize the City Manager to execute the contract.

E. APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PURCHASE OF REPLACEMENT HOSE FOR THE FIRE DEPARTMENT

PURPOSE: The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for an Assistance to Firefighters Grant (AFG) for the purchase of replacement fire hose and nozzles for the fire department in the amount of $138,714.00 with matching funds of $13,871.00

RECOMMENDATION: It is recommended that the City Council approve the submission of an application for an AFG grant and if awarded provide matching funds for the purchase and replacement of fire hose and nozzles for the fire department in the amount of $138,714.00 with matching funds of $13,871.00.

F. **APPROVE COALITION OF SCHOLARSHIP ORGANIZATION'S (C.O.S.O.) REQUEST FOR THE CITY TO CO-SPONSOR AND WAIVE FEES FOR THE USE OF THE OLDEMEYER CENTER TO PROVIDE THE ANNUAL HIGH SCHOOL FORUM ON SCHOLARSHIP OPPORTUNITIES TO LOCAL HIGH SCHOOL SENIORS**

PURPOSE: The purpose of this item is to consider the request from the Coalition of Scholarship Organization to co-sponsor and waive fees in the amount of One Thousand, Three Hundred and Two Dollars and Fifty cents ($1,302.50) associated with the use the Oldemeyer Center Auditorium on October 14, 2017 and the Seahorse Conference rooms for business meetings throughout the year.

RECOMMENDATION: Staff recommends approval.

G. **AUTHORIZE THE CITY MANAGER TO IMPLEMENT A NEW EMPLOYEE RELOCATION REIMBURSEMENT POLICY FOR MISSION CRITICAL POSITIONS**

PURPOSE: The purpose of this item is to grant the City Manager the authority to implement a new employee Relocation Reimbursement Policy for mission critical positions.

RECOMMENDATION: It is recommended the City Council authorize the City Manager to implement a new employee Relocation Reimbursement Policy for mission critical positions.

9. BUSINESS ITEMS

A. **ADOPT AN ORDINANCE AMENDING THE CONTRACT BETWEEN THE CITY OF SEASIDE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT STYSTEM**

PURPOSE: The purpose of this item is to conduct the second reading of an ordinance authorizing an amendment to the contract with the Board of Administration of the California Public Employees' Retirement System (PERS) to provide employees sharing additional cost of employer contributions for Firefighters' Association members.

RECOMMENDATION: It is recommended that the City Council adopt the proposed ordinance.

B. ADOPT AN ORDINANCE AMENDING SECTION 17.14.030.B: TABLE 2-4 AND CHAPTER 17.98 OF THE SEASIDE MUNICIPAL CODE TO ALLOW FOR A DRIVE-THROUGH RETAIL OR SERVICE FACILITIES TO BE LOCATED WITHIN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT.

PURPOSE: In accordance with Section 17.74.050.A of the Seaside Municipal Code (SMC), the purpose of this item is for the City Council to conduct a Second Reading on proposed text amendments to Section 17.14.030.B: Table 2-4 (Allowed Land Uses and Permit Requirements for Commercial Zones) and Section 17.98 of the Seaside Municipal Code (SMC).

RECOMMENDATION: It is recommended that the City Council approve the second reading and adopt the draft ordinance.

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:
November 17, 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&noplaylistskin=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

Brady Leist
Eagle Scout

WHEREAS, *Brady Leist is a resident of the City of Del Rey Oaks; he is a senior at Monterey High School and would like to become a Firefighter; and*

WHEREAS, *Mr. Leist is a member of Boy Scout Troop 187 in Seaside and Troop 90 in Pacific Grove; and*

WHEREAS, *Mr. Leist achieved his Eagle Scout on May 17, 2016; to reach the rank of Eagle Scout Mr. Leist completed an extensive service project at the Seaside Fire Department by building a permanent public education kiosk; and*

WHEREAS, *Mr. Leist is worthy of the rank of Eagle Scout because of all of his dedication, commitment, leadership and achievements.*

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 congratulate Brady Leist for achieving the rank of Eagle Scout and wish him continued success, peace, and happiness in all of his future endeavors.*

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Ralph Rubio
Mayor

November 3, 2016

City of Seaside
PROCLAMATION

Scott Leist

Eagle Scout

WHEREAS, *Scott Leist is a resident of the City of Del Rey Oaks; he is a sophomore at Monterey High School and would like a career in medicine; and*

WHEREAS, *Mr. Leist is a member of Boy Scout Troop 187 in Seaside and Troop 90 in Pacific Grove; and*

WHEREAS, *Mr. Leist achieved his Eagle Scout on May 17, 2016; to reach the rank of Eagle Scout Mr. Leist completed an extensive service project at the Pachetti Dog Park in Seaside by building and installing four park benches; and*

WHEREAS, *Mr. Leist is worthy of the rank of Eagle Scout because of all of his dedication, commitment, leadership and achievements.*

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 congratulate Scott Leist for achieving the rank of Eagle Scout and wish him continued success, peace, and happiness in all of his future endeavors.*

____
Ralph Rubio
Mayor

November 3, 2016

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: November 3, 2016

SUBJECT: **PRESENTATION ON THE MONTEREY BAY COMMUNITY CHOICE AGGREGATION PROGRAM, A PROGRAM FOR LOCAL GOVERNMENTS TO PROVIDE ELECTRICITY TO CUSTOMERS IN PARTNERSHIP WITH PACIFIC GAS & ELECTRIC**

PURPOSE

The purpose of this item is for the City Council to receive a presentation about the Monterey Bay Community Choice Aggregation Program (CCA) from Gine Johnson, Project Team Manager. The CCA is a program through which local governments assume responsibility for providing electrical power to residential and commercial customers within their jurisdiction in partnership with Pacific Gas & Electric Company.

RECOMMENDATION

It is recommended that the City Council receive a presentation about the Monterey Bay Community Choice Aggregation Program from Gine Johnson, Project Team Manager. The Community Choice Aggregation Program is a program through which local governments assume responsibility for providing electrical power to residential and commercial customers within their jurisdiction in partnership with Pacific Gas & Electric Company.

BACKGROUND

On April 18, 2013, the City Council adopted Resolution NO. 2013-32 approving participation in a multi-agency effort to investigate the feasibility of a Monterey Bay Area Community Choice Aggregation (CCA) program.

Enabled by California legislation (AB117), Community Choice Aggregation (CCA) allows local governments to pool their residential and municipal electricity loads and to purchase and/or generate power on behalf of its residents and businesses. Energy transmission, distribution, repair and customer service functions remain the responsibility of the Investor Owned Utility

(IOU) operating throughout northern California, namely PG&E.

There are numerous economic and environmental benefits to pursuing a CCA in the Monterey Bay area region. Implementation of a regional CCA may allow for more localized energy production and utilization, help increase the proportion of green renewable energy sources and serve as an important tool in achieving both local climate action goals for greenhouse gas reductions, as well as significant local economic investment for job creation in our community. Moreover CCA provides the local region with increased local control of our energy supply, pricing and investment, while maintaining seamless transmission, distribution, repair and customer service for energy delivery from the existing IOU to the customer.

The first step in researching a local CCA is to conduct an in-depth feasibility analysis. Private funding was raised to conduct the feasibility study. The County of Santa Cruz took the lead on the study, requested proposals, and the Board of Supervisors approved the contracts on June 23, 2015.

The feasibility study has been completed and the Report has been issued. The Executive Summary is attached to this staff report. The link to the full report is:

http://montereybaycca.org/meetingsresources under the heading Full Report.

Gine Johnson, Project Team Manager will present an update on the project.

FISCAL IMPACT

There will be no impact on the General Fund. It is anticipated that the funding to conduct a regional feasibility study will come from the private sector and/or grant funding.

ATTACHMENTS

1. Executive Summary of the in-depth feasibility study
2. Fact Sheet on Community Choice Aggregation
3. Resolution 2013-32, April 18, 2013

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

Monterey Bay Community Power

SECTION I
REGIONAL PROJECT DEVELOPMENT ADVISORY COMMITTEE
Summary Report & Recommendations

Background

Formed in 2013, the Monterey Bay Community Power project is a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area, including the Counties of Santa Cruz, Monterey, San Benito and all 18 cities located within. The partnership also includes Monterey Bay Unified Air Pollution Control District, Salinas Valley Solid Waste Authority, and Monterey Regional Waste Management District. The purpose of the project has been to investigate the viability of establishing a local community choice energy (CCE) joint powers agency (JPA) within the region. Authorized by California legislation (AB 117 in 2001, amended by SB 790 in 2011), CCE allows counties and cities to pool their electricity load in order to purchase electricity or invest in energy projects and programs for local residents and businesses as an alternative to the existing utility provider, (PG&E.) Formal resolutions to participate in the project were passed by every jurisdiction during 2013, with each given the option of appointing a representative to the Project Development Advisory Committee overseeing the investigation.

Regional Project Development Advisory Committee (PDAC) Work and Process

After initial formation, the PDAC approved the County of Santa Cruz as the lead agency on behalf of the partnership to raise the funds and provide staffing. The 15-member PDAC hosted 26 public meetings from December 2012 through June 2016, providing guidance and making key decisions with input from the Project Team and consultants. To ensure that the entire region had access to PDAC deliberations, the meetings have been rotated between the Monterey Regional Waste Management District Board Chambers in Marina and the Santa Cruz County Board of Supervisors Chambers in Santa Cruz, with one special session in San Benito County. A project website was established in early 2013 to provide information, answers to frequently asked questions and post PDAC meeting materials and updates, MBCommunityPower.org.

By the middle of 2014, $404,846 had been raised to conduct a Phase 1 Technical Feasibility Study, an analysis of the benefits and risks associated with creating a local CCE agency and a comparison of that information with the current rates and services provided by PGE. The study and an independent peer review were completed by April, 2016 and are included here in Section III and Appendix 4 of this information packet. The study reveals several favorable environmental and economic outcomes. These include local control over electricity rates and complimentary programs, a significant increase in procuring and generating renewable electricity for the region and the potential value of redirected revenue to benefit the local economy and create green jobs.

It is worth noting that the project funds raised were from private community and state resources, not from local government general budgets. The project's non-profit partner, the Community Foundation of Santa Cruz County (CFSCC), graciously accepted private donations for the project totaling $25,607. The PDAC worked collaboratively with the CFSCC to provide oversight and accountability regarding how these funds have been spent. The remaining funds came from grants procured and managed by Santa Cruz County as the lead project partner. The grants awarded were from the California Strategic Growth Council ($344,239), the World Wildlife Fund ($30,000), and the UC Santa Cruz Carbon Fund ($5,000).

The PDAC has collaborated with the Project Team on all elements of Phase 1 investigative work as outlined below. Members of the PDAC and Project Team and their affiliations are listed under "Acknowledgements" at the end of this report.

- Provided regular public meeting opportunities for community members to learn about CCE and have input into PDAC discussions and decisions;
- Developed a Phase 1 work and Project Team plan with goals and objectives;
- Assisted with the development of grant proposals and oversaw the CFSCC budget and expenditures;
- Tracked State legislative and regulatory activities affecting CCE investigation;
- Created the content, goals and objectives of the project website, community group educational presentations and regular update reports to county and city partners;
- Developed the scope and assumptions of the Technical Feasibility Study, the independent peer review and the qualifications and criteria for hiring the appropriate consultants;
- Gathered expert information, options and best practices regarding the phased formation work tasks, governance, executive staffing, and start-up financing;

- Scoped the qualifications and criteria for a professional consultant to develop a region-wide outreach communications program and designed the plan with the firm hired;

- Reviewed the contents of the Technical Feasibility Study and all other information and recommendations contained in this packet; and

- Guided the next steps to complete Phase 1 work and assisted the MBCP county and city partners in their deliberations regarding CCE-JPA formation.

This comprehensive information packet has been assembled as a culmination of the PDAC's work over the past few years, providing each county and city partner the information needed to decide whether to participate with partners in the next steps toward forming a regional CCE-JPA. The PDAC has assembled a complete public record of all committee deliberations, which are posted on the website, MBCommunityPower.org. The PDAC will continue to meet during 2016 until Phase 1 work is concluded and a CCE ordinance has been considered or approved by interested county and city partners.

Phase 1 Project Status, Next Steps and Phase 2 Formation Work

Phase 1 Project Status and Next Steps:
To recap, in this first phase, the PDAC has conducted an initial exploration of CCE program viability and has overseen the development of a technical study and assembled related resource information. Community engagement strategies have been implemented, and will continue, to educate the affected energy customers and lay the foundation for Phase 2 formation work. Over the next 6 months, the PDAC will steer completion of Phase 1 that will include hosting a series of public workshops and special study sessions to be attended by PDAC representatives, elected officials, county and city executive staff, project staff and CCE experts from around the State. The PDAC has also formed two subcommittees that will meet on an ad hoc basis to discuss governance, executive staff and start-up financing options. The end result of Phase 1 will be the decision to form a CCE-JPA governing Board after start-up financing has been determined and recruitment has begun to hire a chief executive to manage Phase 2 work. The next steps and timeframe to complete Phase 1 work are:

- May 13, 2016: All MBCP county and city partners will receive this information packet with PDAC recommendations regarding best practices and next steps.

- May 24 and June 9th: The PDAC will host three special public study sessions for county and city electeds and executive staff to review and discuss the technical study with the consultants as well as options regarding governance, start-up financing, and formation:
  - May 24- 9:30 am to noon – Monterey County Board Chambers- Salinas
  - June 9- 9:30am to noon – Santa Cruz County Board Chambers – Santa Cruz
  - June 9- 3:00 pm to 5:30pm- San Benito County Board Chambers- Hollister

- County and cities interested in forming a CCE-JPA may join an ad hoc subcommittee comprised of executive staff who will develop a formation proposal for Board of

Supervisors and City Councils' consideration on or before September 15, 2016, (target date.) Professionals who have experience in retail electricity services, program design, finance, wholesale purchasing and renewable resource development will assist this work.

- May through October: A comprehensive regional outreach and communications program to engage and educate the community at large will be implemented by a professional consulting firm.

- August through October: County and city governing Boards will consider the ad hoc subcommittee formation proposal and adopt ordinances and agreements with other early adoptive partners.

- October 31, 2016: A regional CCE agency joint powers governing Board will be seated and a final selection for the CEO position is made. The CEO hires staff and Phase 2 begins.

Phase 2 Formation Work:
This phase involves program design, soliciting energy procurement services, seeking CPUC approval of an implementation plan, executing a service agreement with PG&E, and expanding community engagement. Agency staff will also complete all remaining legal requirements, enroll customers and prepare to launch an independent operation. Appendix 5 has a more detailed proposed formation work plan for the Monterey Bay Community Power partnership. The end result of Phase 2 work will be to launch (i.e., provide power to customers) no later than September/October, 2017. Note that all start-up costs are reimbursable with interest after program launch through ratepayer revenues.

PDAC Recommendations- Feasibility, Formation and CCE Best Practices

Feasibility Recommendation:
The prospects for CCE programs in California have improved significantly in recent years as a result of many factors:

- The success of Marin Clean Energy and Sonoma Clean Power in providing their communities with greener power at prices competitive with PG&E while investing considerable surplus funds into local renewable energy and energy efficiency projects that created local jobs;

- Favorable wholesale energy market conditions, resulting in relatively low cost power;

- Recognition that a CCE program can be self-supporting for meeting climate action plan objectives and other local public policy goals;

- The reduced market costs of renewable power and improvements in renewable technologies; and

- The development of expertise, best practices and an expanded vendor base to serve CCE programs.

The Monterey Bay Community Power (MBCP) partnership formed in 2013 as the first tri-county/18 city effort in the State. Since then, two CCE agencies have launched (Sonoma Clean Power and the City of Lancaster) and many more communities are actively pursuing CCE formation, including the counties of Alameda, Butte, Contra Costa, Humboldt, Lake, Los Angeles, Mendocino, San Bernardino, San Diego, San Luis Obispo, San Francisco, San Mateo, Santa Barbara, Santa Clara, Venture and Yolo, as well as the cities of Davis and San Diego.

The analysis and outcomes from the technical feasibility study as well as all of the Phase 1 investigative work undertaken for the past three years indicate that establishing a successful CCE agency within the Monterey Bay Region is highly feasible with a wide range of options.

Formation Recommendations:

(1) Next Steps – All MBCP counties and cities are strongly encouraged to participate in one or more of these next steps to determine their interest in becoming an early adoptive partner in forming a regional CCE-JPA agency:

- Attend the public special study sessions hosted by the PDAC starting in May and continuing through June that will focus on the technical study results, governance, executive staffing and start-up financing options and best practices. At these meetings, executive staff from successful CCE agencies and other experts will be in attendance to assist interested county and city representatives. (See page 3 of this report for the schedule.)

- Request a Board or Council general presentation to determine further interest. For more information or to schedule a meeting, contact Gine Johnson, Office of Santa Cruz Supervisor Bruce McPherson, at (831) 454-2200, gine.johnson@santacruzcounty.us.

- Send a Board representative and/or executive staff member to the PDAC's ad hoc subcommittee meetings. Two subcommittees, Governance and Finance, will meet in parallel with the public special study sessions to develop a formation proposal. Recommendations to the governing Boards of early adoptive county and city partners will be forwarded on or before September 15. To attend these meetings, contact the PDAC Chair, Nancy Gordon at (831) 454-2714, nancy.gordon@santacruzcounty.us.

(2) Decision Deadline: Once a formation determination has been made, the PDAC recommends that the CCE-JPA agency be established on or before October 31, 2016 for several important reasons:

- The best window of opportunity to launch a CCE agency (i.e., actually provide power to customers) has proven to be between April and October as a "best practice." Even after a CCE-JPA is established, additional formation tasks must ensue which may take up to 12 months, so to make the recommended "launch window", interested partners should form no later than one year in advance.

- Efforts to undermine the ability of local governments to justify forming CCE agencies are continual through the legislative and regulatory processes. Even though these efforts have not succeeded so far, it may just be a matter of time. If these efforts are eventually successful, CCE agencies that have already been formed will be able to continue unimpeded.

- In order to form a CCE agency, county and city partners must first agree on governance, start-up financing and executive staff recruitment. This process typically took California's established CCE agencies three to four months to accomplish. The deadline of October 31 gives early adoptive partners up to six months to make a final decision. County and city partners that do not make a decision by October will still have the option to join the CCE-JPA at a later date.

<u>CCE Best Practices Recommendations:</u> New CCEs can mitigate risk and ensure best practices by learning from the experiences of operational CCE agencies. In addition to the technical study, Section lll of this information packet includes an overview of regulations as well as information and lessons learned from other multi-jurisdictional CCE agencies regarding structure, governance, financing and program phasing. The PDAC spent countless hours reviewing and discussing this information with statewide CCE experts and recommends the following best practices be considered by MBCP county and city partners as they contemplate formation:

- Structure – The PDAC recommends a regional agency that includes as many of the MBCP county and city partners as possible. The economy of scale relative to procurement buying power, start-up and long-term financing and other operational considerations makes a compelling case for a regional agency. Given the nature and technical complexity of running the business of a CCE program, the PDAC also recommends that the agency not be embedded in an existing government entity, but be formed as a stand-alone joint powers agency. Further, the PDAC does <u>not</u> recommended that an existing CCE-JPA be joined for a fee as the economic and job creation benefits to the Monterey region would be considerably diminished. However, "back-end" turn- key administrative services that have a proven operational track record are readily available to newly formed CCEs and should be accessed to streamline start-up and operational tasks and costs.

- Governance – To meet the diverse needs of the Monterey Bay region, the PDAC recommends a governance structure that aligns with these principles:

  - Consistent with the best practices learned from the success and challenges of established CCE governing boards as outlined in Section lll of the information packet.

  - Equitably representative and aligned with population density and electricity usage within the region;

  - A manageable number of board members with the ability to scale to accommodate later members;

  - Primary members and alternates should be elected officials;

  - Industry technical experts without a conflict of interest should be advisory to the Board;

  - Structured similarly to an existing and well-accepted Monterey regional JPA board that has been serving the same partner counties and cities successfully for many years, the Monterey Bay Air Resources District.

  - Section lll, page 20 of the information packet outlines the specific governance board and technical expert advisory committee structure recommendation.

- Start-up Financing & Payback Period – There are many options to providing the capital for Phase 2 formation work, but the most straight forward path is for one of the main partners to provide all of the funding, or guarantee a private loan, which can be paid back with interest once the CCE agency begins to generate revenue from ratepayers. Although a cost-share strategy is often used in starting a joint powers agency, this requires additional time and contractual work in what is already a complex formation process. However the start-up is financed, the CCE governing Board should aim to pay it back as soon as it is financially feasible.

- Guiding Principles– The PDAC recommends strategic and operational alignment with these principles:

  - Serve community goals and local policy objectives, including greenhouse gas reductions and increased statewide and local renewable energy supply.

  - Control and safeguard customer revenues to ensure long-term financial viability and local government ownership, even when power supply costs fluctuate.

- Offer competitive rates and choice in customer electricity services that does not include the use of unbundled renewable energy credits, coal or nuclear resources and prioritizes in-state renewable contracts as is financially viable and available.

- Support the rapid investment in local renewable energy generation to the maximum extent feasible while ensuring fiscal stability, rate parity and carbon reduction goals are met.

- Pursue long-term power procurement strategies and local power ownerships that hedge future market risk and incorporate diversity of energy suppliers, technologies and products.

- Plan for long-term financial viability through integrated resource planning, in-house fiscal management, transparent rate setting and policies that build program reserves. Building robust reserves enhances the agency's credit rating, lowers the cost of procurement and increases the viability of issuing future bonds for projects.

- Maintain a firewall between the assets and liabilities of the CCE agency and those of municipal general funds.

- Adhere to applicable statutory and regulatory compliance requirements.

- Implement effective risk management practices and ensure transparency and accountability to the local community and oversight agencies.

- Offer complementary programs that serve community interests such as feed and tariff, net-metering, comprehensive energy efficiency retrofits, demand response, community solar, electric vehicle charging, battery storage, as well as support for local training programs in both the private and public sectors and research/development of emerging technologies.

- Establish criteria for the use of surplus revenues that ensures geographic equity and adheres to economic justice principles.

- Define criteria for selecting energy procurement vendor(s) that aligns with the region's sustainability and economic vitality goals.

- Develop a long-term strategic goal of regional energy self-sufficiency by building out local renewable generation projects using local workers making prevailing wages with benefits. Establish a definition of "the use of local workers" and adhere to established local government definitions of "prevailing wages."

ACKNOWLEDGEMENTS

The Project Development Advisory Committee would like express tremendous gratitude to the respective County Boards, City Councils and Joint Powers Agencies within the Monterey tri-county region for participating in this project and embracing regional collaboration on an initiative that holds such significant potential for meeting economic and environmental goals.

Thank you to the PDAC members, lead partner Santa Cruz County, the Project Team and Ambassadors as well as the professional consultants who worked tirelessly for more than three years to investigate community choice energy and provide education to stakeholder groups. We express our thanks and appreciation as well to the two working groups of local volunteer experts and stakeholders who assisted the Project Team (see Appendix 1.)

This project would not have been possible without the fiscal sponsorship of the Community Foundation of Santa Cruz County (CFSCC) accepting donations from generous members of the community. Our sincere thanks to the CFSCC Board and executive staff, and especially to all of the *Monterey Bay CCA Fund* donors (see Appendix 1.)

Grant support from the California Strategic Growth Council, the World Wildlife Fund, and the UC Santa Cruz Carbon Fund was critical to completing this project, for which the committee is sincerely appreciative.

Finally, to the staff of Marin Clean Energy and Sonoma Clean Power, thank you for your technical assistance, generosity and for paving the way for the rest of the California to follow in your footsteps.

Project Development Advisory Committee Members

Nancy Gordon, Chair, Santa Cruz County
Richard Stedman, Vice-Chair, Monterey Bay Unified Air Pollution Control District
Daniel Bertoldi, Monterey County
Ross Clark, City of Santa Cruz
Tim Flanagan, Monterey Regional Waste Management District
Rich Grunow, City of Capitola
Chris Khan, City of Salinas
Nancy Lockwood, City of Watsonville
Patrick Mathews, Salinas Valley Solid Waste Authority
Larry Pearson, Pacific Cookie Company, Business Sector Representative
Adam Goldstone, San Benito County
Taylor Bateman, City of Scotts Valley
Ray Friend, City of Hollister
Roger Grimsley, City of San Juan Bautista

Project Team Members and Ambassadors
Gine Johnson, Office of Santa Cruz Supervisor Bruce McPherson
David Carlson, Santa Cruz County Planning Department
Carol Johnson, Santa Cruz County General Services Department
Julia Holl, Office of Assembly Member Mark Stone
Kris Damhorst, Volunteer Project Team Member/Ambassador
Matt Farrell, Volunteer Project Team Member/Ambassador
Brennen Jensen, Volunteer Project Team Member/Ambassador
Joel Kauffman, Volunteer Project Team Member/Ambassador
Martin Carver, Volunteer Project Team Member/Ambassador
Marc Adato, Volunteer Project Team Member/Ambassador
Abby Young, Volunteer Project Team Member
Laurie Talcott, Volunteer Ambassador
Beverly DesChaux, Volunteer Ambassador
Jackson Damhorst, Volunteer Ambassador

Consultants
Local Energy Aggregation Network (LEAN) – General Strategy & Assistance
Miller Maxfield – Communications and Outreach
Pacific Energy Advisors - Technical Feasibility Study
MRW Associates - Independent Peer Reviewer

COMMUNITY CHOICE AGGREGATION BACKGROUND INFORMATION

Community Choice Aggregation (CCA) enabled by California legislation (AB117), is a program in which local governments assume responsibility for providing electrical power to residential and commercial customers within their jurisdiction in partnership with the existing investor owned utility (IOU) Pacific Gas & Electric. CCA may allow for more localized energy production and utilization, help increase the use of greener energy sources including renewables and serve as an important tool in achieving both local climate action goals for greenhouse gas reductions, as well as providing significant local economic investment for job creation. Moreover CCA provides the region with increased local control of their energy supply, pricing and investment, while maintaining seamless energy transmission, distribution, repair and customer service to the customer from the existing IOU.

While the potential for significant economic and environmental benefits of a CCA are extensive, the process for establishing a CCA can be lengthy and complex, requiring thorough analysis prior to implementation to ascertain whether a CCA is an appropriate choice for our community and what approach would best benefit our local region. Thus, before a CCA can be established, there needs to be a determination of technical and financial feasibility as well as a sufficient level of public support.

Over the last several months, representatives from a number of Monterey Bay area jurisdictions in Monterey and Santa Cruz counties have met informally as a CCA Project Development Advisory Committee (PDAC) to initiate the CCA process. The Community Foundation of Santa Cruz has agreed to act as the fiscal agent for this Monterey Bay area regional project during the early stage of the effort. At this point it is necessary to formally establish the composition and charge of the CCA PDAC. Those jurisdictions wishing to participate in the process need to formally agree to do so and to appoint their representatives to the PDAC.

The first step in determining whether or not a CCA is right for our community, is the completion of a technical feasibility study. It is estimated that this study may cost between $150,000-200,000 for the region, although the precise cost will be a function of the number of total jurisdictions that decide to join the effort. By choosing to join together on the front end however, significant economies of scale can be achieved to dramatically reduce the overall costs of individual feasibility studies and/or the costs of later revisions to the study should additional jurisdictions elect to join onto the effort at a later date. Efforts to raise these funds privately are already underway, with the deliberate intention to support the completion of the feasibility study without impacting participant general funds. If the results of the feasibility study are positive, the next step would be for the interested jurisdictions to more formally decide how to proceed. At this time, it is only requested that the City agree to participate during the feasibility study stage and to designate representatives on the PDAC. Doing so in no way obligates or otherwise binds the City to participate in the CCA, should it be established.

If ultimately successful, the CCA offers many benefits to the City, its residents, and its businesses. Taking the first step to determine its feasibility and community acceptance is not only prudent but important for assisting the City in meeting its climate change goals.

RESOLUTION NO. 2013-32

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE CONFIRMING THE CITY OF SEASIDE'S PARTICIPATION IN THE COMMUNITY CHOICE AGGREGATION (CCA) PROJECT DEVELOPMENT ADVISORY COMMITTEE (PDAC)

WHEREAS, the City Council of the City of Seaside has demonstrated its commitment to increasing energy efficiency, and to supporting more broad availability and use of local renewable power sources within the City of Seaside; and

WHEREAS, Community Choice Aggregation (CCA) is a mechanism through which local governments assume responsibility for providing electrical power to residential and commercial customers within their jurisdiction in partnership with Pacific Gas & Electric Company; and

WHEREAS, the City Council of the City of Seaside has identified CCA as a potential strategy that could be very effective in helping the City of Seaside meet its greenhouse gas reduction targets; and

WHEREAS, Community Choice Aggregation, if determined to be technically and financially feasible, could provide substantial environmental and economic benefits to all residents and businesses in City of Seaside; and

WHEREAS, Community Choice Aggregation provides the opportunity to fund and implement a wide variety of energy related programs of interest to the community; and

WHEREAS, in addition to technical and financial feasibility, it is important to determine whether there is adequate public support for Community Choice Aggregation; and

WHEREAS, the Community Foundation of Santa Cruz is the fiscal sponsor for a coordinated inter-jurisdictional effort to investigate the technical, financial and overall feasibility of Community Choice Aggregation in the Monterey Bay Area region; and plans to retain consultant expertise to assist with preparation of a CCA Feasibility Study; and

WHEREAS, within the last several months, representatives of agencies located within the counties of Monterey and Santa Cruz have met informally as a CCA "Project Development Advisory Committee" (PDAC), and it is now appropriate to formalize the composition and charge of a CCA PDAC; and

WHEREAS, it is intended for the CCA PDAC to be an advisory group comprised of local agency staff, local elected officials or their designees, and members of the public with expertise in energy, financial and/or organizational mechanisms; that will sunset upon meeting its charge to develop feasibility information and to advise the Santa Cruz Community Foundation and participating local agencies; and

WHEREAS, determining technical and financial feasibility requires obtaining and analyzing energy load data from Pacific Gas & Electric Company, and conducting public education and outreach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside that:

(1) The City of Seaside agrees to participate in an inter-jurisdictional effort to investigate the feasibility of Community Choice Aggregation (CCA) to operate within Monterey Bay Area region, including support for efforts by a CCA Project Development Advisory Committee (PDAC) to guide preparation of a feasibility study, without obligation of the expenditure of General Funds unless separately authorized in a future action by the City Council.

(2) The City Council authorizes the City of Seaside Administrative Officer to designate up to three staff members to participate as members of the CCA PDAC.

(3) The City of Seaside Administrative Officer is authorized to execute the appropriate documentation to allow the CCA PDAC and its technical consultants to request energy usage load data from PG&E so it may be analyzed as part of the feasibility study.

(4) Adoption of this resolution in no way binds or otherwise obligates the City of Seaside to participate in Community Choice Aggregation.

PASSED AND ADOPTED by the City Council of the City of Seaside, State of California, this 18th day of April of 2013, by the following vote:

AYES: COUNCIL MEMBERS: Rubio, Oglesby, Alexander, Edwards, Pacheco

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Ralph Rubio, Mayor

ATTEST:

Dimitra M. Hubbard, City Clerk

DRAFT MINUTES

CITY OF SEASIDE	REGULAR MEETING
CITY COUNCIL	COUNCIL CHAMBER
	Thursday, October 20, 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**

4. **REVIEW OF AGENDA**
   No changes were requested.

5. **PUBLIC COMMENT**
   Mayor Rubio invited comments from the public.

   - Paul Wolf lamented on memories of walking around Laguna Grade Park when he moved to the area and with the impacts of recent development it is not the same experience. While no one part of the development was bad, there has been cultural degradation and his lesson was that if you don't don't have a full vision for development, there will be unsightly consequences.
   - Ms. Ruthie Watts reminded the Council and the public of the NAACP minister's breakfast October 29th and encouraged attendance.
   - Sue Hawthorne was trying to access the video on demand for previous Council Meetings and it has not been available. She also reported that the Seaside Green team, has not been volunteering to work on the area, due to the increase in homeless individuals so she and others no longer feel safe. She requested an update for the TAMC project for that area.

   Mayor Rubio responded to Ms. Hawthorne that it is a City of Monterey project in conjunction with TAMC. City Engineer Reidl answered questions and spoke to the project. The City of Monterey is agreeing to put in mitigation for additional plants and the project is behind schedule. He will follow up with Monterey as it should have already been under construction. He clarified that this is a mitigation measure for the full build out of the West Broadway Urban Village full build.

6. **PUBLIC AGENCY COMMUNICATIONS**
   No public agencies were in attendance.

7. **CONSENT CALENDAR**
   Council Member Campbell requested to pull item C.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Ian Oglesby

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

A. APPROVE MINUTES OF OCTOBER 6, 2016 REGULAR MEETING

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Accepted

C. APPROVE RESOLUTION SUPPORTING A PARTNERSHIP GRANT APPLICATION WITH THE TRANSPORTATION AGENCY OF MONTEREY COUNTY AND DEL REY OAKS FOR THE CANYON DEL REY BOULEVARD (STATE ROUTE 218) CORRIDOR IMPROVEMENT PLAN.

Council Member Campbell requested clarification that if it is a matching grant, how can there be no fiscal impact and who would be matching the grant. City Engineer Riedl indicated that the staff time was to be in-kind matching funds, which is 43 hours total, equivalent to $2500 matching funds. TAMC wanted more but we would not commit further staff time hours. This is a study to see how to improve bicycle and pedestrian access corridor.

On motion by Council Member Campbell and seconded by Council Member Alexander and passed by the following vote the City Council approved Resolution 16-92 supporting the grant application with TAMC for the Canyon Del Rey Corridor Improvement Plan.

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

D. APPROVE A FEE WAIVER REQUEST FROM THE PAN HELLENIC COUNCIL FOR COSTS ASSOCIATED WITH THE 2017 MARTIN LUTHER KING MARCH

Action: Approved

E. APPROVE RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE PUBLIC SAFETY MANAGERS' ASSOCIATION

Action: Adopted Resolution 16-92

8. PUBLIC HEARING

A. CONSIDERATION OF MUNICIPAL CODE AMENDMENT TO SECTION 17.14.030.B: TABLE 2-4 AND CHAPTER 17.98 OF THE SEASIDE MUNICIPAL CODE TO ALLOW FOR A DRIVE-THROUGH RETAIL OR SERVICE FACILITIES TO BE LOCATED WITHIN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT.

Senior Planner Medina spoke to the purpose of the item to consider text amendments to allow and define the definition of fast food that would exclude a coffee shop without a kitchen and no larger than 3000 feet square. it is a city sponsored text amendment because we have been receiving interest on vacant parcels in the CC zoning district on Fremont Boulevard. Previous action were specifically to restrict additional fast food drive through restaurants. This action disallows expanded fast food uses, and by removing the foot note this would allow for a drive through facility to be used, by use permit, to allow for investment of vacant parcels and buildings. An initial study was conducted and the change would not have a significant impact on the environment. This only affects the drive through retail category and does not modify any other category adopted in 2006.

He detailed the definition of a fast food restaurant and spoke to specific language that would be added clarifying the restrictions and requirements. He also spoke to the compatibility land use checklist including design objectives, limitation on location, onsite circulation, stacking area, separation and screening. noting the stacking area would be minimum of 7 vehicles. The draft ordinance was provided for consideration and if passed to print it would be adopted at the November 3rd City Council meeting. Mr. Medina answered questions from the Council.

Council member Alexander requested clarification on the car stacking to which Mr. Medina spoke to the standard queuing of cars, with a minimum of 6 and a maximum to be established by use permit. Council member Campbell questioned the CC community commercial zoning district clarifying that we do allow fast food with drive through in other areas, so we are only discouraging it in that specific corridor to which Mr. Medina clarified that this is specific to this district independently. Council member Pacheco questioned if other businesses aside from fast food and coffee would be allowed, to which Mr. Medina responded yes. Mayor Rubio clarified that each use would be on a case by case basis.

Mayor Rubio opened the public hearing and had no requests to speak.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council past to print the draft ordinance as presented.

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

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

City Manager Malin invited the public to attend the anniversary of City hall celebration on Saturday, October 22, 2016. Council Member Campbell requested that the agenda be modified to clarify that the public should make comments under the general public comment heading if they wish to comment on a presentation. Council Member Alexander spoke to attending the League of CA cities conference in Long Beach and spoke in support of the wealth of information presented during the event. Also, this past Monday he visited Grant High School in Sacramento, a mentor program to the career pathway academy for police and fire academy at Seaside High. Council Member Pacheco spoke in support of the community events that the City has hosted in the last few weeks and two community events this weekend, Pachetti Dog park annual harvest fest, as well as the City Hall birthday party! Request the Cutino park proposal be brought forward to the Council expeditiously and include the expansion of the fields beyond baseball. Mayor Pro Tem Oglesby highlighted events attended, specifically noting that the sprinkler system demonstration during the Fire Department Open House was very informative, Mayor Rubio reported on events attended representing the City of Seaside. He reported on attended a series of meetings with DLI to discuss their expansion plans and the plans for the garrison expansion and at the Ord Community. He reported that during the FORA meeting they discussed the East Side Park Way which was continued to the next meeting. He closed by reporting on attending a holiday event "The Wally" as he was invited by the Fijian community and said it was one of the most incredible experiences he's encountered and spoke to the community within Seaside and want to make seaside their home temple.

10. **ADJOURNMENT**

On motion, the meeting was adjourned at 7:45 PM.

Respectfully submitted,

______________________________	______________________________
Lesley Milton-Rerig, City Clerk	**Ralph Rubio, Mayor**

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Stephen Green, Accountant II

DATE: November 3, 2016

SUBJECT: **ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2016**

PURPOSE

Accept and file the City of Seaside Cash and Investment Report for the quarter ended September 30, 2016 as it stands on September 30, 2016.

RECOMMENDATION

Accept and file report.

BACKGROUND

Section 53646 of the California State Government Code and the City of Seaside Investment Policy requires the fiscal officer to prepare a quarterly report detailing the City's cash and investments.

As of September 30, 2016, approximately 41% of the portfolio is invested with the Local Agency Investment (LAIF).

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. LAIF Program Description
2. Attachment A Summary of Pooled Cash and Investments as of September 30, 2016

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3. Attachment B Cash and Investment Detail as of September 30, 2016
4. Attachment C Cash and Investment Activity Report as of July 1 through September 30, 2016
5. LAIF Average Monthly Effective Yields
6. LAIF Interest Rates
7. LAIF Performance Report Quarter Ended September 30, 2016

Reviewed for Submission to the
City Council by:

____
Craig Malin, City Manager

California State Treasurer
John Chiang

LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer John Chiang's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chairman, or his designated representative appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state.

The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and $468 million in 1977 to 2,463 participants and $21.2 billion at the end of September 2016.

ATTACHMENT A

CITY OF SEASIDE
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2016

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	$ 6,422,909.91
General Checking	Rabobank	Market	$ 1,203,883.44
Money Market	Rabobank	Market	$ 5,402,114.55
York Tail Claims	Bank of America	Market	$ 40,000.00
Bond 2014 Reserve account	US Bank	Market	$ 1,753,331.25
Bond 2006 Reserve & Installment accounts	US Bank	Market	$ 339,550.00
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	$ 651,283.41
		Total	**$ 15,813,072.56**

I hereby certify that sufficient investment liquidity and anitcipated revenues are available to meet the City's and the Agency's aniticipated expenditure requirements for the next six months. (California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's Investment Policy.

Respectfully submitted,

Craig Malin
City Manager

ATTACHMENT B

CITY OF SEASIDE
CASH AND INVESTMENT REPORT - DETAIL AS OF
SEPTEMBER 30, 2016

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF	**0.55%**	**6,422,909.91**	**40.62%**	**6,422,909.91**
<u>Checking Account</u>				
Rabobank - General Checking	**0.00%**	**1,203,883.44**	**7.61%**	**1,203,883.44**
Rabobank - Money Market	**0.20%**	**5,402,114.55**	**34.16%**	**5,402,114.55**
Bank of America-York Checking	**0.00%**	**40,000.00**	**0.25%**	**40,000.00**
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	**0.00%**	**1,753,330.51**	**11.09%**	**1,753,331.25**
				-
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	**0.03%**	**339,550.00**	**2.15%**	**339,550.00**
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	**0.00%**	**651,283.41**	**4.12%**	**651,283.41**
Total Cash and Investments		**15,813,071.82**	**100.00%**	**15,813,072.56**

CITY OF SEASIDE
CASH AND INVESTMENT ACTIVITY REPORT AS OF
JULY 1, THROUGH SEPTEMBER 30, 2016

INSTITUTION	ACCOUNT STATUS	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
INVESTMENTS						
LAIF - City	OPEN	$ 9,911,589.41		3,500,000.00	11,320.50	$ 6,422,909.91
CHECKING ACCOUNT						
Rabobank - General Checking	OPEN	$ 1,202,046.70	4,938,773.38	4,936,936.64		$ 1,203,883.44
Rabobank, Money Market	OPEN	$ 6,132,114.55	5,500,000.00	6,230,000.00		$ 5,402,114.55
York Tail Claims	OPEN	$ 40,000.00	144,357.54	144,357.54		$ 40,000.00
BOND RESERVE ACCOUNT - HELD BY TRUSTEES						
Bond 2014 Accounts - Reserve, Interest	OPEN	$ 0.74	1,753,330.51			$ 1,753,331.25
Bond 2006 Accounts - Reserve, Installment	OPEN	$ 339,688.82		166.66	27.84	$ 339,550.00
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	$ 88.71	651,188.10		6.60	$ 651,283.41
		$ 17,625,528.93	**12,987,649.53**	**14,811,460.84**	**11,354.94**	**$ 15,813,072.56**

California State Treasurer
John Chiang

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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634			

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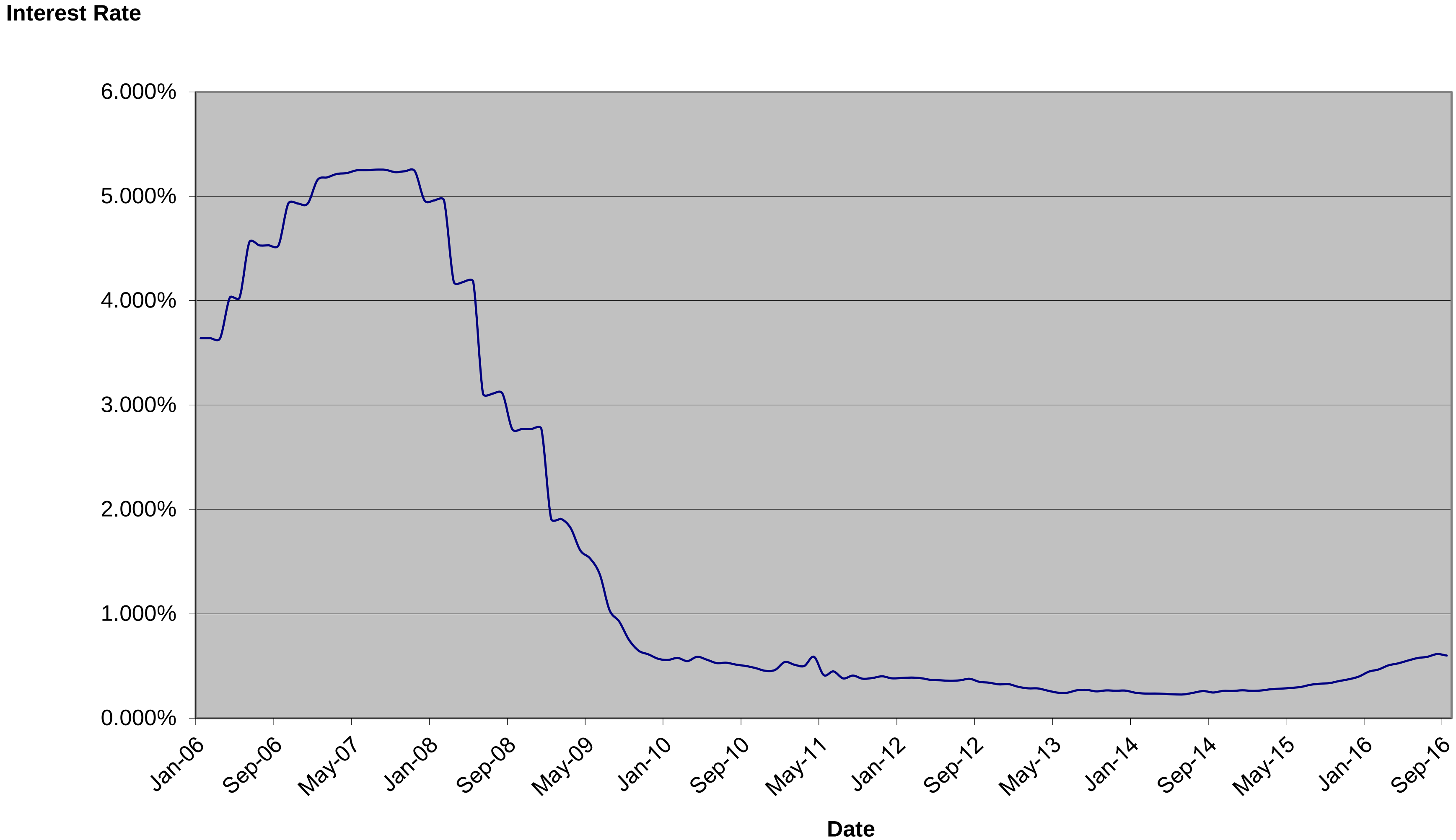
HISTORICAL LAIF INTEREST RATES



JOHN CHIANG
TREASURER
STATE OF CALIFORNIA

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/19/16	0.63	0.61	158
09/20/16	0.63	0.61	156
09/21/16	0.63	0.61	156
09/22/16	0.64	0.61	155
09/23/16	0.64	0.61	160
09/24/16	0.64	0.61	160
09/25/16	0.64	0.61	160
09/26/16	0.64	0.61	157
09/27/16	0.64	0.61	157
09/28/16	0.64	0.61	160
09/29/16	0.64	0.61	162
09/30/16	0.65	0.61	165
10/01/16	0.65	0.65	165
10/02/16	0.65	0.65	165
10/03/16	0.65	0.65	169
10/04/16	0.65	0.65	170
10/05/16	0.65	0.65	170
10/06/16	0.65	0.65	169
10/07/16	0.65	0.65	171
10/08/16	0.65	0.65	171
10/09/16	0.65	0.65	171
10/10/16	0.65	0.65	168
10/11/16	0.65	0.65	169
10/12/16	0.65	0.65	168
10/13/16	0.65	0.65	170
10/14/16	0.66	0.65	171
10/15/16	0.66	0.65	171
10/16/16	0.66	0.65	171
10/17/16	0.65	0.65	168
10/18/16	0.65	0.65	167
10/19/16	0.65	0.65	166

*Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Conference
October 25, 2016
Register Now!

LAIF Performance Report

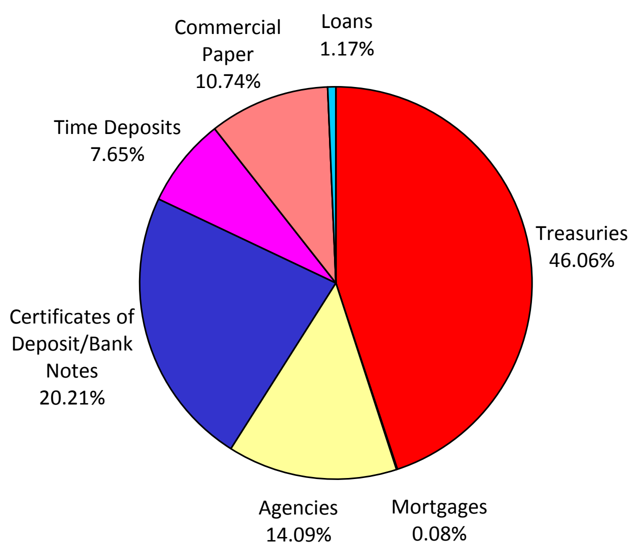
Quarter Ending 09/30/16

Apportionment Rate:	0.60%
Earnings Ratio:	.00001651908048883
Fair Value Factor:	1.000306032
Daily:	0.65%
Quarter to Date:	0.61%
Average Life:	165

PMIA Average Monthly Effective Yields

Sep 2016	**0.634%**
Aug 2016	0.614%
Jul 2016	0.588%

Pooled Money Investment Account Portfolio Composition 09/30/16 $68.3 billion



Based on data available as of 10/19/2016

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 3, 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 October 11, 2016 through October 21, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 13, 2016 is requested. Total Account Payable and Payroll for the above referenced period is $1,107,359.09.

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:

- $879,946.95 from the Council Report (Payroll/Benefits)
- $21,629.10 to EMC Planning Group Inc. for professional services related to the

Monterey Downs project;
- $24,437.16 to Monterey County Convention & Visitors Bureau for the August 2016 TID remittance and the jurisdiction improvement investment for FY 16/17;
- $26,442.35 to EMC Planning Group Inc. for professional services related to the Monterey Downs project;
- $28,673.81 to U.S. Bank for city credit card purchases.

The remaining checks, totaling $126,229.72 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:

Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.D.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: November 3, 2016

SUBJECT: **APPROVE RESOLUTION AWARDING A CONTRACT TO TRANE U.S. INC. IN THE AMOUNT OF $460,000 FOR INSTALLATION OF AIR CONDITIONING AT THE SEASIDE CITY HALL**

PURPOSE

The purpose of this item is for the City Council to consider awarding a contract to Trane U.S. Inc. in the amount of Four Hundred Sixty Thousand Dollars ($460,000) to install Air Conditioning at the Seaside City Hall.

RECOMMENDATION

It is recommended that the City Council adopt a resolution awarding a contract to Trane U.S. Inc. in the amount of Four Hundred Sixty Thousand Dollars ($460,000) to install Air Conditioning at the Seaside City Hall and authorize the City Manager to execute the contract.

BACKGROUND

It is recommended that the City Council adopt a resolution awarding a contract to Trane U.S. Inc. in the amount of Four Hundred Sixty Thousand Dollars ($460,000) to install Air Conditioning at the Seaside City Hall and authorize the City Manager to execute the contract.

The City of Seaside owns and operates the city hall building at 440 Harcourt Avenue. The building was built in 1966, has 19,000 square feet of floor space and contains the council chamber, administrative offices and police department. The council chamber is located in the center of the building's main floor, occupies an area of 1,500 square feet, and has seating for 100 people. The ground floor of the city hall houses all facilities for the police department as well as mechanical equipment for the building. The police offices occupy approximately 8,500 square feet.

The building is constructed of reinforced concrete and masonry blocks and is heated and ventilated by forced air system located on the ground floor. Some of the upstairs can also be ventilated by opening louvered windows. During hot weather, the forced-air ventilation system is inadequate to cool the police department and council chambers. The proposed air conditioning system would alleviate the need for cooling in the police department and council chambers during these periods.

In 2015, the City Council adopted the budget to install air conditioning at the Seaside City Hall. Based upon the approved budget, city staff solicited a proposal to design and install the Air Conditioning from Trane U.S. Inc., an authorized U.S. Communities Governmental Purchasing Alliance service provider.

The U.S. Communities Governmental Purchasing Alliance, herein referred to as U.S. Communities, was founded in 1996 as a partnership between the Association of School Business Officials, the National Association of Counties, the National League of Cities and the United States Conference of Mayors. U.S. Communities is a leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing. The City of Seaside is a member of U.S. Communities. Chapter 3.04.110 of the Seaside Municipal Code permits use of cooperative procurement agreements.

Trane has been providing energy-efficient heating, ventilating and air conditioning (HVAC) systems for large commercial and institutional facilities. After successfully responding to a competitive bid process initiated by the Harford County Public Schools, a U.S. Communities lead agency, Trane U.S. Inc. was awarded contract #15-JLP-023 to provide HVAC products, installation and services. This 3 year contract, issued under the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA), became effective October 1, 2015.

On July 29, 2016, Trane submitted a proposal to design and construct proposed air conditioning system for the police department, computer serve room, and the council chamber. The proposal was submitted under U.S. Communities Contract #15-JPL-023. Based upon a negotiated scope of work, Trane submitted a modified proposal on September 8, 2016 for $460,000. The proposed contract would include providing cooling to the following areas within city hall;

Item	LOCATION	ZONE LIST
1	Police Dept.	Women's Locker
2	Police Dept.	Deputy Chief's Office
3	Police Dept.	Records Division
4	Police Dept.	Chief of Police
5	Police Dept.	Office of the Chief of Police
6	Police Dept.	Patrol Supervisor
7	Police Dept.	Lounge
8	Police Dept.	Field Ops Commander
9	Police Dept.	Report Writing
10	Police Dept.	Basement Server Room
11	Police Dept.	Squad Room
12	Police Dept.	Men's Locker Room
13	Police Dept.	Betty's Office
14	Police Dept.	New Room 1
15	Police Dept.	Room 2
16	Police Dept.	Unknown Office
17	1st Floor	1st Floor Server Room

18	1st Floor	Council Chamber

FISCAL IMPACT

The City Council approved a budget of $460,000 for the proposed air conditioning system to be paid with the energy efficiency lease/purchase financing.

ATTACHMENTS

1. Resolution
2. Contract

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF FORTY-SIX THOUSAND DOLLARS ($460,000.00) FOR INSTALLATION OF AIR CONDITIONING AT THE SEASIDE CITY HALL

WHEREAS, the Seaside City Hall is an important facility that contains the council chamber, administrative offices and police department and requires a reliable supply of conditioned air to properly function; and

WHEREAS, the existing air handling system for the Seaside City hall was built in 1966 and does not have the ability to cool the occupied spaces; and

WHEREAS, the city is a registered party to U.S. Communities Government Purchasing Alliance (US Communities), a program of the federal procurement system; and

WHEREAS, Chapter 3.04.110 of the Seaside Municipal Code permits the use of cooperative procurement agreements; and

WHEREAS, the City received a proposal from Trane U.S. Inc., a registered contractor with US Communities, to design and install an air conditioning system for the police department and council chamber; and

WHEREAS, Trane's proposal is in the amount of Forty-Six Thousand Dollars ($460,000) is within the current approved Capital Improvement Program (CIP) budget of $460,000.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council award a construction contract to Trane for the Seaside City hall Air conditioning Installation Project for an amount of Forty-Six Thousand Dollars ($460,000.00) and authorize the City Manager to execute the contract attached hereto as Exhibit 'A'.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 3rd day of November, 2016 by the following vote:

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

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton, City Clerk

CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
TURNKEY INSTALLATION OF AIR CONDITIONING EQUIPMENT
SEASIDE CITY HALL
TRANE U.S. Inc.

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of November 3, 2016, between the City of Seaside, a municipal corporation ("City") and Trane U.S. Inc., a Contractor ("Contractor") whose current and valid Contractor's License #561796, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on Nov. 3, 2016 and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 6, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor shall perform the tasks described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A". Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

(b) Contractor shall provide material, labor, equipment and tools necessary to design and install turnkey AIR CONDITIONING equipment at the City of Seaside City Hall located at 440 Harcourt Avenue, Seaside, California ("Project").

(c) Contractor has agreed to provide all materials and services outlined under this Agreement in accordance with the U.S. Communities Governmental Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Board of Education of Harford County, Maryland, exhibit B, and all related documents, including the Board of Education of Harford County contract #15-JLP-023 dated September 29th, 2015, entitled "HVAC Products, Installation, Services and Related Products and Services," exhibit "E".

3. PERFORMANCE

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

(b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

(d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

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

(f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

(g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

(h) Contractor 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.

(i) Contractor 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 agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 City to any and all remedies at law or in equity.

5. <u>CONTENTS OF PROPOSAL</u>

(a) Contractor is bound by the contents of City's Scope of Work, Exhibit "A” hereto and incorporated herein by this reference, U.S. Communities Governmental Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement (MICPA), exhibit “B”, U.S. Communities contract 15-JLP-023, exhibit “E”, and the contents of the proposal submitted by the Contractor, Exhibit "D" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Contractor's proposals.

6. CITY MANAGEMENT

(a) City Engineer shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. 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 Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "D", 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 FOUR HUNDRED SIXTY THOUSAND DOLLARS ($460,000) 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.

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

7. INSPECTION

(a) City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor 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 Contractor fails to cure its default within such period of time, 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.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor 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. Contractor 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. Contractor 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, CA 93955; shall permit City to make copies and 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 City Hall, 440 Harcourt Avenue, Seaside, 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 City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor 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 actually caused in whole or in part by any act, error or omission of Contractor, its officers, agents, employees or sub -contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor 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 Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor 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 attorneys' 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 Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor 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 Contractor 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, Contractor 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 Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

(a) Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. CONTRACT BONDS

(a) The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

(b) Performance Bond: This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.

(c) Labor and Materials Bond: This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.

(d) Surety Bond: This bond shall serve as surety for the guaranty requirements, as follows. The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals. A surety bond in the amount of one hundred percent of the contract price shall be furnished to the City by the successful bidder to cover the aforesaid guaranty.

(e) Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

15. INSURANCE

(a) Contractor 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.

16. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

17. PREVAILING WAGE

(a) It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Project.

(b) Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov.

(c) The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

(d) Pursuant to Senate Bill 222 City is required to withhold from any progress payments owed to a contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred o the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the contractor against an awarding body for recovery of amounts withheld.

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

(a) 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.

19. CONFLICT OF INTEREST

(a) Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

(b) Contractor 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. Contractor 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-contractor. Contractor further covenants that Contractor 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 Contractor and/or its sub-contractors 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.

(c) If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor 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 Contractor's and/or such other person's financial interests.

20. NO WAIVER OF BREACH/TIME

(a) The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

21. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, 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 Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors 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 Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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.

22. NOTICES

(a) 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 Clerk 440 Harcourt Avenue Seaside, CA, 93955
To Contractor:	Rob Battiston, Project Manager 310 Soquel Way Sunnyvale, CA 94085-4101

23. THIRD PARTY BENEFICIARIES

(a) Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

24. ASSIGNMENT

(a) Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

25. GOVERNING LAW

(a) City and Contractor 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. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

26. ATTORNEY’S FEES AND COURT VENUE

(a) 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.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

28. ENTIRE AGREEMENT

(a) 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.

29. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

30. SEVERABILITY

(a) If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

CITY OF SEASIDE	CONTRACTOR
By:______________________	By:*______________________
Craig Malin, City Manager	Marcus D. Johnson, Contract Manager
Date: ______________________	Date: 10/12/2016

*NOTE: Subject to your acceptance of the Trane Terms and Conditions (Installation) and U.S. Communities Contract 15-JLP-023 as referenced in Trane Proposal dated 9/26/16.

Exhibit A
SCOPE OF WORK

SEASIDE CITY HALL AIR CONDITIONING

Scope of Work

1. Develop understanding of the Seaside City Hall. Conduct a review of available plans. Perform investigation including field investigations as may be required to determine existing conditions.
2. Design of Air Conditioning System and necessary appurtenances to provide;
    a. Up to 20 Ton Variable Flow Refrigerant System Condensing Unit (VFR outside of building), and
    b. Up to 19 Fancoils inside of building, and
    c. Coordination with existing heating and ventilation system.
3. Installation of Air Conditioning System and necessary appurtenances in accordance with design provided above, including, but not limited to;
    a. Installation of electrical power, and
    b. Installation of controllers, and
    c. Installation of appurtenances, and
    d. Modifying existing heating and ventilation system controls, if necessary.
4. Provide start-up and commissioning of new system, including, but not limited to;
    a. OSA balance report for new equipment
5. Provide a Central Touchscreen control panel for overall building heating, ventilation and air conditioning management.
6. Provide zone-level controllers.

Warranties

1. Air Conditioning systems shall be warranted for 12 months from date of start-up.
2. Heat exchangers shall be warrantied for a minimum of 10 years.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor 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.

Contractor 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 $2,000,000 per occurrence and $4,000,000 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 Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor 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.

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 Contractor, sub-contractors 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 Contractor 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 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 Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor 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. Contractor also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor’s employees, or agents, from waiving the right of subrogation prior to a loss. Contractor 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. Contractor 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 Contractor’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 Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor 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 Contractor 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. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Contractor 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 Contractor’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 Contractor, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor 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. Contractor 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 reason.

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

16. Contractor 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 Contractor'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 Contractor under this agreement. Contractor 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. Contractor 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 Contractor 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.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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

Trane Turnkey Proposal

Turnkey Proposal For:
Rick Riedl
City of Seaside
440 Harcourt Ave
Seaside, CA
93955

Local Trane Office:
Trane U.S. Inc.
310 Soquel Way
Sunnyvale, CA 94085-4101

Local Trane Representative:
Rob Battiston

Cell: (408) 891-9594
Office: (408) 481-3600

Proposal ID:
U.S. Communities quote # 16-20004-16-005
U.S. Communities contract # 15-JLP-023

Date: September 8, 2016

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the City of Seaside provide improved comfort inside the City Hall and Police Department.

We appreciate the effort from the City of Seaside to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits the City of Seaside should expect from this project are highlighted below.

- Better Building Performance
- Improved Risk Management
- Improved Building Value through Capital Improvement
- Regulatory compliant
- Improved Financial Performance

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is $460,000. This investment will provide the City of Seaside with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with the City of Seaside for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Rob Battiston
Trane U.S. Inc.

Expected Outcomes

BETTER BUILDING PERFORMANCE

The rewards can be great for organizations that recognize the role their buildings play in supporting core business objectives. Trane helps organizations identify and implement improvements that foster improved productivity while reducing energy-related costs. Employees do their best work when they are comfortable and focused. Trane can help create buildings with optimal conditions for temperature, humidity, light and sound.

IMPROVED RISK MANAGEMENT

Unforeseen problems with building infrastructure may not always be avoided, but many can be prevented. A reliable heating and cooling system contributes to good risk management in three ways: repairs and unscheduled downtime will be minimized, system air quality and employee productivity will improve, and the money saved can be reinvested in other areas.

REGULATORY COMPLIANCE

A heating and cooling system that operates smoothly and reliably keeps buildings in compliance with mandated indoor air quality and refrigerant regulations. Rather than continue to support systems that do not properly meet these requirements, Trane can install more appropriate systems. This reduces costs associated with maintaining old systems, and avoids the problems of regulatory non-compliance.

IMPROVED FINANCIAL PERFORMANCE

In addition to the financial benefits that can be gained through optimized indoor environmental conditions, Trane makes sure the infrastructure and operational changes that are implemented support the organization’s identified short-term financial goals and long-term facilities plans.

Prepared For:
City of Seaside

Date:
September 8, 2016

Job Name:
City of Seaside - City Hall VRF System

Proposal Number:
16-20004-16-003

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date: 30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with the City of Seaside and based on the site surveys performed during April 2016.

Turnkey Installation of HVAC Equipment

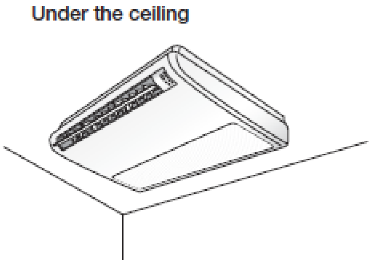
- Complete Installation Up To 20 Ton Variable Flow Refrigerant System Condensing Unit (outside) and Up 19 Fancoils (indoors)
  - Provide Trane factory start-up and commissioning of new units
  - Provide a Central Touchscreen control panel for overall building management
  - Provide zone-level controllers
- Zones receiving fancoils include:

Zone Number	LOCATION	ZONE LIST	Tons
1	Basement	Women's Locker	1
2	Basement	Deputy Chief's Office	0.75
3	Basement	Records Division	0.5
4	Basement	Chief of Police	1
5	Basement	Office of the Chief of Police	1
6	Basement	Patrol Supervisor	0.75
7	Basement	Lounge	1
8	Basement	Field Ops Commander	0.5
9	Basement	Report Writing	1
10	Basement	Basement Server Room	1.5
11	Basement	Squad Room	2
12	Basement	Men's Locker Room	1.5
13	Basement	Betty's Office	0.5
14	Basement	New Room 1	0.5
15	Basement	New Room 2	0.5
16	Basement	Closed Office	0.5
17	1st Floor	1st Floor Server Room	1.5
18	1st Floor	Council Chamber (2 units)	4

System Types

- All offices, EXCEPT Council Chambers, will receive wall mounted fancoil systems

- Council Chambers will receive two fancoils (for a total of 4 tons of cooling) using ceiling mounted fancoil systems (sample location depicted below in red)



IMPORTANT - Turnkey systems services not included

- Permit procurement and fees
- Payment, performance or bid bond

Proposal Notes/ Clarifications

- ***Performance, payment (labor and materials) and surety (1st year labor warranty) bond is included.***
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Trane is not making any changes or modification to the fire/smoke life-safety systems
- NO OVERTIME OR PREMIUM PAY IN PRICE. ANY PREMIUM LABOR COSTS WILL BE ADDITIONAL.
- NO HAZARDOUS MATERIALS TESTING, ABATEMENT OR REMOVAL OF ANY KIND IN PRICE. HAZMAT REPORT TO BE PROVIDED BY CITY OF SEASIDE PRIOR TO OUR WORK. ANY ADDITIONAL MEASURES REQUIRED FOR DEMO DUE TO HAZMAT REPORT WILL BE ADDITIONAL TO THIS PRICE.
- NO FLASHING OR SHEET METAL WORK IN PRICE. NONE REQUIRED PER OUR SCOPE AND JOB WALK.
- ***PER PRE-BID ANSWER FROM CITY, PRICING ASSUMES THAT THE ELECTRICAL SERVICE, MAIN PANELS, AND SUB-PANELS CAN HANDLE THE ADDITIONAL ELECTRICAL LOAD, AND THAT THERE ARE SUFFICIENT BREAKER SPACES IN THE EXISTING PANELS. ADDITIONAL ELECTRICAL SERVICE IS NOT INCLUDED IN THIS PROPOSAL***
- T-BAR GRID PANEL REMOVAL AND RE-INSTALLATION IS INCLUDED IN AREAS WHERE WILL BE WILL BE WORKING. ANY DAMAGED PANELS WILL BE PROVIDED BY CITY OF SEASIDE AT NO COST TO VAL'S.
- ***CONCRETE HOUSEKEEPING PAD, EXCAVATION REQUIRED, AND RETAINING WALL*** FOR 2 CONDENSERS IS INCLUDED IN PRICE.
- INTERIOR PATCHING AND PAINTING WILL BE LIMITED TO THE SPECIFIC AREAS WE ARE WORKING AT. NO ADDITIONAL PATCHING OR PAINTING SCOPE IN PRICE.
- ***IF THERE ARE UNKNOWN SERVICES BURIED IN GROUND THAT MUST BE RELOCATED, THOSE COSTS ARE NOT INCLUDED AND WILL BE AT ADDED COST. EXAMPLES WOULD BE GAS LINE, ELECTRICAL, WATER LINES, ETC***
- ALL EXTRIOR SITE LOCATING OF UTILITIES IS TO BE PROVIDED AND COORINATED BY CITY OF SEASIDE PRIOR TO OUR START OF EXCAVATION.
- PLUMBING INCLUDED IS CONDENSATE DRAIN WORK ONLY. NO OTHER PLUMBING IN PRICE.
- NO SERVICE, REPAIR, OR MAINTENANCE WORK OF ANY KIND IN PRICE FOR EXSITING HVAC SYSTEM. HOWEVER, UPON REQUEST, THAT CAN BE DONE FOR ADDED COST AND WOULD BE PRE-AUTHORIZED PRIOR TO START.
- ALL AIR BALANCE, DUCT PRESSURE TESTING, OSA TESTING, AND PERFORMANCE VERIFICATION IS EXCLUDED FROM PRICE.

Price

Total Net Price (Including Sales Tax)…………………………………$460,000

Note: 8.625% sales tax applied to all equipment. Sales tax will be applied at time of billing and may change.

Financial items not included

- Permits
- Bid Bond
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Rob Battiston

Trane U.S. Inc.
(408) 481-3600

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation) and per U.S Communities contract 15-JLP-023.

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Rob Battiston	Cell: (408) 891-9594 Office: (408) 481-3600 Proposal Date: July 29, 2016
CUSTOMER ACCEPTANCE	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION
"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)

EXHIBIT E

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature	Board of Education of Harford County
Board of Education of Harford County Witness	Barbara P. Canavan, Superintendent of Schools
	Board of Education of Harford County – Board President

Signature	TRANE
	Company Name
Authorized Contractor Signature	800 Beaty St.
	Address
Contractor Witness	DAVIDSON, N.C. 28036
	Address

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: November 3, 2016

SUBJECT: **APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PURCHASE OF REPLACEMENT HOSE FOR THE FIRE DEPARTMENT**

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for an Assistance to Firefighters Grant (AFG) for the purchase of replacement fire hose and nozzles for the fire department in the amount of $138,714.00 with matching funds of $13,871.00

RECOMMENDATION

It is recommended that the City Council approve the submission of an application for an AFG grant and if awarded provide matching funds for the purchase and replacement of fire hose and nozzles for the fire department in the amount of $138,714.00 with matching funds of $13,871.00.

BACKGROUND

National Fire Protection Association 1961 Standard on Fire Hose for the Fire Service 2013 Edition defines the design and construction requirements for new fire hose, the testing required and the annual inspection and testing of all new fire hose. NFPA as well as the Insurance Services Organization (ISO) also provide requirements for the size and quantity carried and a time-line for testing fire hose.

As an essential piece of equipment for firefighting, Seaside Fire Department tests all fire hose annually and keeps meticulous records of those results. The current inventory of fire hose is between fourteen and sixteen year old, although a standard for required replacement does not exist, replacing hose prior to failure is a prudent policy.

Each year the Department of Homeland Security offers the Assistance to Firefighters Grant program to allow fire departments to replace aged and worn equipment. The 2016 AFG process opened on October 11th with an anticipated award date starting in March. The fire department would like to apply for replacement of all fire hose and nozzles. The AFG grant requires a 10% match of City funds; for this project the matching funds will be: $13,871.00.

FISCAL IMPACT

The fiscal impact to the City if the grant application is approved will be: $13,871.00 in matching funds and a grant management fee of: $3,400.00. Since there will be a one year performance period, the matching funds and grant management fee can be planned during the FY2017-2018 budget process.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE APPLICATION FOR ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PURCHASE OF REPLACEMENT FIRE HOSE AND NOZZLES FOR THE FIRE DEPARTMENT IN THE AMOUNT OF $138,714.00 WITH MATCHING FUNDS OF $13,871.00

WHEREAS, each year, the Department of Homeland Security offers the Assistance to Firefighters Grant program to allow fire departments to replace aged and worn equipment, and;

WHEREAS, the National Fire Protection Association 1961 Standard on Fire Hose for the fire service 2013 Edition defines the design and construction requirements for new fire hose, and;

WHEREAS fire hose is an essential piece of equipment for firefighting, and;

WHEREAS, the current inventory of fire hose is between fourteen and sixteen years old, and;

WHEREAS, The current inventory of fire hose is between fourteen and sixteen year old, although a standard for required replacement does not exist, replacing hose prior to failure is a prudent policy, and;

WHEREAS, the fiscal impact to the City, if the grant application is approved, will be $13.871.00 in matching funds and a grant management fee of $3,400.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorize the submission of an application for an Assistance to Firefighters Grant for the purchase of replacement fire hose for the fire department in the amount of $138,714.00 with matching funds of $13,871.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of November 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: November 3, 2016

SUBJECT: **APPROVE COALITION OF SCHOLARSHIP ORGANIZATION'S (C.O.S.O.) REQUEST FOR THE CITY TO CO-SPONSOR AND WAIVE FEES FOR THE USE OF THE OLDEMEYER CENTER TO PROVIDE THE ANNUAL HIGH SCHOOL FORUM ON SCHOLARSHIP OPPORTUNITIES TO LOCAL HIGH SCHOOL SENIORS**

PURPOSE

The purpose of this item is to consider the request from the Coalition of Scholarship Organization to co-sponsor and waive fees in the amount of One Thousand, Three Hundred and Two Dollars and Fifty cents ($1,302.50) associated with the use the Oldemeyer Center Auditorium on October 14, 2017 and the Seahorse Conference rooms for business meetings throughout the year.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

The Coalition of Scholarship Organizations (C.O.S.O.) is planning their annual High School Senior Forum to be held on October 14, 2017 at the Oldemeyer Center. They are requesting that the City co-sponsor and waive all fees associated with this event. The purpose of this forum is to introduce local seniors to scholarship organizations and opportunities on the Monterey Peninsula. They are also requesting the use of the Seahorse Conference Room for monthly business meetings through the end of 2017.

C.O.S.O. is comprised of several local non-profit organizations including the Monterey Peninsula Branch NAACP, Alpha Kappa Alpha Sorority, Kappa Alpha Psi Fraternity, Seaside

Kiwanis Club and Seaside Rotary Club. Since they are a coalition of several organizations they do not have non-profit status or insurance coverage and are requesting city co-sponsorship for this event. The City Council has approved this fee waiver request for the last ten years.

FISCAL IMPACT

The fees collected for use of the Oldemeyer Center generate revenue for the general fund. These fees are requested to be waived and are identified below:

Auditorium	7hrs @ $98.50	$687.50
Seahorse Conference Room	12@$29.75	$357.00
Non-Refundable Portion Deposit		$148.00
Total		$1,192.50

ATTACHMENTS

1. Permit to use Facility and Fee Waiver Request from C.O.S.O

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

2017

PERMIT TO USE LAGUNA GRANDE HALL

City of Seaside Recreation Services
986 Hilby Avenue, Seaside, CA 93955
(831) 899-6800 Fax (831) 899-6274

Name of Applicant: Willie Brown Organization: OOSO

Address: 1112 Rockport Way (Street) Salinas (City) CA (State) 93906 (Zip)

Home Phone: 320-8824 Cell Phone: 320-8824 Email Address: williecbrown@gmail.com

Day(s) and Date(s) Requested: Saturday, October 14, 2017

Hours Requested (include set-up time): 6:00 a.m. - 1:00pm Estimated Attendance: 150

Description of Event: High School Forum

Special Instructions or equipment requested: ______

Requested Use of ☒ Podium ☐ Coffee Pot ☒ Microphone ☒ US & California Flag

***Projectors and other electronic equipment including extension cords are not available for use**

	YES	NO
Is event open to the public?	☒	☐
Will admission be charged?	☐	☒
Are you a non-profit organization?	☒	☐
Will there be music?	☐	☒
Will refreshments be served?	☒	☐
Will refreshments sold?	☐	☒
Will you be using the kitchen?	☒	☐
Will alcohol be served?*	☐	☒
Will alcohol be sold?*	☐	☒

Live music or DJ? ______

Name, of DJ or band: ______

*** Alcohol is prohibited at youth oriented events.**

DJ or band phone number and address: ______
Work Phone Cell Phone

______
Street City State Zip

Applicant will provide the following items 30 days prior to the event:

- ☐ Full payment of all applicable fees
- ☐ Proof of liability insurance
- ☐ Copy of event security contract by licensed company (if applicable)
- ☐ Copy of ABC license (if applicable)

I will be using the Hall only ☐ I will be using the Hall & Kitchen only. ☐ I will be using the Hall / Kitchen & Dance Studio. ☐

I have read and agree to the Laguna Grande Hall Rules, Regulations and Conditions of Use on the back side of this form.

Applicant Signature: [signature] Date: 10-11-16

FOR OFFICE USE ONLY

Deposit:		**Amount Paid:**		**Staff Approval:**	
Hourly Fees:		**Date:**		**Notes:**	
Insurance:					
Alcohol Deposit:		**Balance Due:**			
Total Fees:		**Balance Due Date:**			

Revised 7/5/2016

City of Seaside

FEE WAIVER REQUEST

Name of Applicant Willie Brown Organization Coalition of Scholarship Org.

Address 1112 Rockport Way Salinas CA 93906
Street City State Zip

Home Phone 320-8824 Cell Phone 320-8824 Email Address williecbrown@gmail.com

Room(s) Requested LAGuna Grande

Day(s) and Date(s) Requested Saturday, October 14, 2017

Hours Requested (include set-up time) 6:00 - 1:00 pm Estimated Attendance ________

Description of Event High School Forum

Special Instructions or Equipment to Be Brought In ________

Reason for Requesting Fee Waiver

____

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? 10-15-16

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 97%

What is your organization's tax identification number? 27-2264813

Is organization able to provide liability insurance? No

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

Applicant Signature [signature] **Date** 10-11-16

FOR OFFICE USE ONLY

Approved: ________
Denied: ________
Appealed: ________

Security Required? Yes ☐ No ☐ **Notes:** ________
Staff Approval: ________
Date: ________

Revised 5/12

2017

PERMIT TO USE OLDEMEYER MULTI-USE CENTER

Received 10/10/16 pm

City of Seaside Recreation Services
986 Hilby Avenue, Seaside, CA 93955
(831) 899-6800 Fax (831) 899-6274

Name of Applicant Willie Brown Organization COSO

Address 1112 Rockport Way (Street) Salinas (City) CA (State) 93906 (Zip)

Home Phone 831-320-8824 Cell Phone 820-8824 Email Address williecbrown@gmail.com

Room(s) Requested Seahorse

Day(s) and Date(s) Requested 10-10-16, 11-14-16, 1-9-17, 2-13-17, 3-13-17, 4-10-17, 5-8-17, 6-12-17, 8-14-17, 9-11-17, 10-9-17, 11-13-17

Hours Requested (include set-up time) 7-8 pm Estimated Attendance 15

Description of Event Business Meeting

Special Instructions or equipment requested (i.e., Podiums, coffee pots, etc...) None

Projectors and other electronic equipment are not available for use.

Please sketch preferred set-up of tables and chairs. If necessary, you may submit room set-up on a separate piece of paper.
A set-up diagram is required for all rooms EXCEPT the Seahorse Conference Room.

Table + Chairs

I have read and agree to the Oldemeyer Multi-Use Center Rental Rules & Regulations and fees on the back side of this form.

Applicant Signature [signature] Date 10-10-16

FOR OFFICE USE ONLY

Hourly Fees: ______ **Staff Approval:** ______ **Notes:** ______

City of Seaside

FEE WAIVER REQUEST

Name of Applicant willie Brown Organization COSO

Address 1112 Rockport Way, Salinas CA 93906
Street City State Zip

Home Phone 831-320 8824 Cell Phone 320-8824 Email Address williecbrown@gmail.c

Room(s) Requested Seahorse

Day(s) and Date(s) Requested 2nd monday each month 10-10-16 thru 11-13-17

Hours Requested (include set-up time) 7:00 - 8:00 pm Estimated Attendance 25

Description of Event Scholaship Business meeting

Special Instructions or Equipment to Be Brought In None

Reason for Requesting Fee Waiver

Non profit

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? ~~10-15-16~~ 2nd monday each month 2016

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 97%

What is your organization's tax identification number? 27-2264813

Is organization able to provide liability insurance? NO

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

Applicant Signature [signature] Date 10-10-16

FOR OFFICE USE ONLY

Approved:	________	Security Required? Yes ☐ No ☐		Notes: ________
Denied:	________	Staff Approval:	________	________
Appealed:	________	Date:	________	________

Revised 5/12

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: November 3, 2016

SUBJECT: **AUTHORIZE THE CITY MANAGER TO IMPLEMENT A NEW EMPLOYEE RELOCATION REIMBURSEMENT POLICY FOR MISSION CRITICAL POSITIONS**

PURPOSE

The purpose of this item is to grant the City Manager the authority to implement a new employee Relocation Reimbursement Policy for mission critical positions.

RECOMMENDATION

It is recommended the City Council authorize the City Manager to implement a new employee Relocation Reimbursement Policy for mission critical positions.

BACKGROUND

In order to enhance the City's ability to recruit the most highly qualified employees, the staff recommends authorizing the City Manager to implement a Relocation Reimbursement Policy. The policy would apply to positions considered to be mission critical and would be administered at the City Manager's discretion subject to the following limitations:

1. A maximum reimbursement per employee of $15,000.
2. Within the first year of employment, the employee must move to a residence within the geographic boundaries of the City of Seaside.
3. The employee must commit to maintaining employment with the City for a minimum of two years.

In addition to being a recruitment tool, this policy will assist with employee retention and foster a greater sense of community by encouraging employees to reside within the City.

FISCAL IMPACT

The annual cost of this program will vary depending on the needs of the City and the candidate pool. Initially, we are asking the Council to authorize a budget adjustment of $30,000 to be made at mid-year.

ATTACHMENTS

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: November 3, 2016

SUBJECT: **ADOPT AN ORDINANCE AMENDING THE CONTRACT BETWEEN THE CITY OF SEASIDE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT STYSTEM**

PURPOSE

The purpose of this item is to conduct the second reading of an ordinance authorizing an amendment to the contract with the Board of Administration of the California Public Employees' Retirement System (PERS) to provide employees sharing additional cost of employer contributions for Firefighters' Association members.

RECOMMENDATION

It is recommended that the City Council adopt the proposed ordinance.

BACKGROUND

On July 21, 2016, the City Council approved the adoption of a new Memorandum of Understanding (MOU) with the Seaside Firefighters' Association (SFA). In that MOU, the Firefighters' Association agreed to implement cost sharing for all members of the association. In order to implement the cost sharing provision of the MOU, the City is required to amend the contract with CalPERS.

Starting January 14, 2017, all members of the SFA will pay 3% of the City's contribution to CalPERS in addition to paying the employee contribution.

After the cost sharing provision becomes effective, the effective employee and City contributions to CalPERS (not including unfunded liability payments) will be as follows:

Plan	Number of	City	Employee Contribution

	Participants	Contribution	
Safety Tier 1 3% @ 50	17	16.536%	12%
Safety Tier 2 2% @ 50	2	12.742%	12%
Safety "PEPRA" 2.7% @ 57	2	9.082%	14.5%

The amendment to the contract with CalPERS requires several steps, including a secret ballot election by all affected employees. This election was held following the adoption of the Resolution of Intention and the association members approved the amendment to the contract.

IMPLEMENTATION SCHEDULE

CalPERS has provided the City the appropriate documents in order to implement the contract amendment in accordance with the following schedule:

October 6, 2016:
Council adopted the Resolution of Intention and Introduced the Ordinance Amending the City's contract with CalPERS

October 7 - 14, 2016:
Secret Ballot Election Period Held

November 3, 2016:
Council adopts the Ordinance Amending the PERS Contract

December 3, 2016:
Ordinance Becomes Effective

January 14, 2016:
Contract Amendment Becomes Effective

FISCAL IMPACT

This cost sharing program was approved by the City Council on July 21, 2016, as a component of the Memorandum of Understanding with the Seaside Firefighters' Association.

Including the cost of this contract amendment, the cost of MOU package for Fiscal Year 2016/2017 is approximately $116,000. In preparing the Adopted Budgeted, staff anticipated and included $111,000 for salary adjustments and it's anticipated that the additional cost will be absorbed by other budget savings.

The cost of this PERS contract amendment is approximately $7,500 for Fiscal Year 2016/2017 and approximately $18,000 annually thereafter.

ATTACHMENTS

1. PERS Contract Amendment
2. Ordinance

Reviewed for Submission to the
City Council by:

____

Craig Malin, City Manager

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Seaside

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1957, and witnessed December 14, 1956, and as amended effective February 22, 1975, March 18, 1978, May 1, 1982, June 18, 1993, April 22, 1995, June 17, 2001, January 12, 2008, April 5, 2009, January 8, 2011, February 28, 2015 and July 4, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective July 4, 2015, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members; age 50 for classic local fire members and for those classic local police members entering membership in the police classification on or prior to January 8, 2011, age 55 for classic local police members entering membership for the first time in the police classification after January 8, 2011 and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1957 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local Fire Fighters (herein referred to as local safety members);

   b. Local Police Officers (herein referred to as local safety members);

   c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Public Agency and the Seaside Fire District have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Seaside Fire District, pursuant to Section 20567.5 of the Government Code. Such merger is effective as of March 1, 1960. Legislation repealed said Section effective January 1, 1988.

7. Public Agency and the Seaside Redevelopment Agency have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Seaside Redevelopment Agency, pursuant to Section 20567.6 of the Government Code. Such merger is effective as of April 11, 1976. Public Agency, by this contract, assumes the assets and liabilities accumulated under the former contract of the Seaside Redevelopment Agency. Legislation repealed said Section effective January 1, 1988.

    a. Service performed for the former agency prior to the effective date of this merger shall be subject to the terms and conditions of the former agency's contract as it was effect at that time. Service performed after the effective date of this merger shall be subject to the terms and conditions of this contract. For purposes of computing retirement allowances, separate calculations shall be made for service performed under each contract.

8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to January 8, 2011 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

11. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification after January 8, 2011 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).

12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after January 8, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

14. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 20042 (One-Year Final Compensation) for classic members only.

    b. Section 20965 (Credit for Unused Sick Leave).

    c. Section 21574 (Fourth Level of 1959 Survivor Benefits).

    d. Section 20903 (Two Years Additional Service Credit).

    e. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to classic local fire members entering membership for the first time in the fire classification after January 8, 2011.

       Section 21363.1 (3% @ Full formula) is applicable to classic local police members entering membership for the first time in the police classification after January 8, 2011.

    f. Section 20516 (Employees Sharing Additional Cost):

       From and after February 28, 2015 and until July 4, 2015, 2% for local miscellaneous members and local police members in the Seaside Police Officers' Association.

       From and after July 4, 2015, 3% for local miscellaneous members and local police members in the Seaside Police Officers' Association.

       From and after the effective date of this amendment to contract, 3% for local fire members in the Seaside Firefighters Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

15. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 22, 1975. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

17. Public Agency shall also contribute to said Retirement System as follows:

    a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

    b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

    c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _______________, ______.

BOARD OF ADMINISTRATION PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CITY COUNCIL CITY OF SEASIDE
BY_______________________________ CHERYL EASON CHIEF FINANCIAL OFFICER PUBLIC EMPLOYEES' RETIREMENT SYSTEM	BY_______________________________ PRESIDING OFFICER
	_______________________________ Witness Date
	Attest: _______________________________ Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF SEASIDE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City Council of the City of Seaside does ordain as follows:

Section 1.

That an amendment to the contract between the City Council of the City of Seaside and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption and prior to the expiration of 15 days from the passage thereof shall be published at least twice in the Monterey County Weekly, a newspaper of general circulation, published and circulated in the County of Monterey and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of October by the following vote:

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

____
Ralph Rubio, Mayor
City of Seaside

ATTEST:

____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.B.

TO: City Council

BY: Rick Medina, Senior Planner

DATE: November 3, 2016

SUBJECT: **ADOPT AN ORDINANCE AMENDING SECTION 17.14.030.B: TABLE 2-4 AND CHAPTER 17.98 OF THE SEASIDE MUNICIPAL CODE TO ALLOW FOR A DRIVE-THROUGH RETAIL OR SERVICE FACILITIES TO BE LOCATED WITHIN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT.**

PURPOSE

In accordance with Section 17.74.050.A of the Seaside Municipal Code (SMC), the purpose of this item is for the City Council to conduct a Second Reading on proposed text amendments to Section 17.14.030.B: Table 2-4 (Allowed Land Uses and Permit Requirements for Commercial Zones) and Section 17.98 of the Seaside Municipal Code (SMC).

RECOMMENDATION

It is recommended that the City Council approve the second reading and adopt the draft ordinance.

BACKGROUND

ENVIRONMENTAL REVIEW

The City of Seaside has prepared an Initial Study for the proposed text amendments to the Seaside Municipal Code pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075. The Initial Study is provided as Attachment 1 - Exhibit "B". Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines, it has been determined that the proposed text amendment would not have an environmental effect and the text amendment is covered by the general rule exemption (CEQA Guidelines 15061 (b)(3) that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

BACKGROUND

The City of Seaside's Zoning Code Section 17.14.030.B – Table 2-4 (Allowed Land Uses and Permit Requirements for Commercial Zones) sets forth the permit requirements applicable to each zoning district where a specific land use is either allowed or not allowed within the City. Drive-Through Retail or Service facilities are listed as being allowed with a Use Permit in the Commercial Mixed Use (CMX), Community Commercial (CC), and Regional Commercial (CRG) zoning districts. However, in accordance with Note #4 listed at the end of Table 2-4, the establishment of a new drive-through retail or service facility which did not exist in the City prior to December 4, 2006 is prohibited from being established. Note #4 was adopted on December 4, 2006 as part of a comprehensive update to the Zoning Code after the adoption of 2004 General Plan on August 5, 2004. The intent of this provision from City staff's standpoint was to discourage already over-represented commercial development in the community, such as fast food restaurants in accordance with General Plan Land Use Policy LU-2.3. A copy of General Plan Land Use Policy LU-2.3 is provided as Attachment 2. Fast food restaurants are currently prohibited from being established in the CC zoning district so the proposed text amendment would not enable any new fast food restaurants to be located in the CC zoning district. A Zoning Map is provided as Attachment 3 to identify the location of the City's CC Zoning District designations.

A drive thru retail or service use is defined as a facility where food or other products may be purchased, or where services may be obtained by motorists without leaving their vehicles. Examples of drive-through sales facilities include fast food restaurants, drive-through coffee, dairy product, photo stores, and pharmacies. Examples of drive-through service facilities include drive-through bank teller windows, and dry cleaners, but do not include automated teller machines (ATMs), gas stations, or other vehicle services, which are separately.
The City's commercial areas are primarily developed with retail, automotive sales/repair and office land uses. The primary physical change associated with the text amendment would be to allow for the development of new drive-through retail or service land uses within the City's Community Commercial Zoning District.

On October 20, 2016, the City Council opened its first reading of the proposed text amendments and acted and pass to print the Draft Ordinance for adoption at a second reading on November 3, 2016.

PROJECT DESCRIPTION
The City of Seaside has initiated the proposed text amendment to Section 17.14.030.B, Table 2-4 and Chapter 17.98 of the SMC. Specifically, the City of Seaside is proposing eliminate Note (4) only from the column in the CC Zoning District for a drive-through retail or service facility in order to enable the processing of new drive-through retail or service uses and amending the definition for a Fast Food Restaurant to exempt a coffee shop from being classified as a fast food restaurant. The City's development standards requiring a use permit and design standards listed under Section 17.52.090 of the Zoning Code (See Attachment 4) for the design and location of a new drive-through component for a retail/service related land use would remain unchanged.

CONCLUSION

City staff recommends the City Council open the public hearing to conduct the second reading on the text amendments, accept public testimony/comments, and adopt the Draft Ordinance.

FISCAL IMPACT

There is no fiscal impact with the proposed text amendments.

ATTACHMENTS

1. Attachment 1 - Draft Ordinance
2. Attachment 1 - Exhibit A Text Amendments
3. Attachment 1 Exhibit B - Inityial Study for Genersal Rulre Exemption
4. Exhibit A to Initial Study
5. Atachment 2 - General Plan Land Use Policy LU-2.3
6. Attachment 3 - Zoning Map
7. Attachment 4 - Section 17.52.090 SMC

ORDINANCE NO. 16-XX

AN ORDINANCE OF THE CITY OF SEASIDE APPROVING TEXT AMENDMENTS TO TITLE 17 OF THE SEASIDE MUNICIPAL CODE AND MAKING AN ENVIRONMENTAL DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDIAN AS FOLLOWS:

Section 1. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

Section 2. On September 14, 2016 and September 28, the Seaside Planning Commission held a public hearings to provide the City Council with a recommendation on the proposed text amendments and considered all oral comments and written information concerning the proposed Ordinance in making its recommendation to the City Council; and

Section 3. On October 20, 2016, the Seaside City Council introduced the first reading of the draft Ordinance and considered oral comments and written information concerning this Ordinance at a duly noticed public hearing; and on the basis of the record thereof finds the following facts to be true;

Findings:

1. The proposed text amendments to Section 17.14.030.B-Table 2-4 and Section 17.98 to Title 17 of the Seaside Municipal Code are consistent with the goals and policies of all elements of the General Plan.

   Evidence: The proposed text amendments will continue to ensure that all new development will fund its share of community services and facilities (e.g. parks, roads, trails, and utilities); uses quality design and materials; and is compatible with surrounding uses, the site, and available infrastructure in that each drive-through proposal would be subject to the review and approval of a use permit

2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

   Evidence: The approval of a drive through retail service would be subject to the review and approval of a Use Permit Application to ensure that the location and operation of a drive through facility would complement existing land use, and enhances the character of the community and its neighborhoods.

3. The exemption from the California Environmental Quality Act (CEQA) has been CEQA Guidelines

Evidence: The City of Seaside has prepared an Initial Study for the proposed text amendments to the Seaside Municipal Code pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075. The Initial Study is provided as Exhibit "A" to the Ordinance. Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines, it has been determined that the proposed text amendments would not have an environmental effect on the environment and that the text amendments are covered by the general rule exemption CEQA Guidelines 15061 (b)(3) in that CEQA applies only to projects that have the potential for causing a significant effect on the environment

Section 4. The proposed amendments to Title 17 of the Seaside Municipal Code consist of the text amendments to Section 17.14.030.B – Table 2-4 of the Seaside Municipal Code to remove Note (4) from the Community Commercial: Zoning District column for a Drive-Through Retail or Service land use and to add new language to the definition of "Restaurant, Fast Food" in Chapter 17.98 of the Seaside Municipal Code to exclude a Restaurant Café, Coffee Shop, from being classified as a Fast Food restaurant as shown on Exhibit A.

*** Proposed Deleted text is shown with bold strikethrough (~~Strikethrugh~~)**
*** Proposed added text is shown with bold underline (Underline)**

Section 5. Severability.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentences, clauses or phrases even if certain parts are held to be unconstitutional, invalid or unenforceable.

Section 6 Legal Construction. The provisions of this Ordinance shall be construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of public health, safety, and welfare.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall, within thirty (30) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside on the 20th day of October, 2016, and

PASSED AND ADOPTED by the City Council of the City of Seaside on the 3rd day of November, 2016, by the following roll call vote**:**

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

APPROVED:

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton, City Clerk

Text Amendment to Table 2-4 – Allowed Land Uses amd Permit Requirements to Commercial Zones

TABLE 2-4 – Allowed Land Uses and Permit Requirements for Commercial Zones

P — Permitted Use, Zoning Clearance required MUP — Minor Use Permit required (see Section 17.62.070) UP — Use Permit required (see Section 17.62.070) — — Use not allowed	CMX – Commercial Mixed Use CC – Community Commercial CRG – Regional Commercial CA – Automotive Regional Commercial CH – Heavy Commercial

LAND USE [1]	PERMIT REQUIRED BY ZONE					SPECIFIC USE REGS
	CMX	CC	CRG	CA	CH	
Bar/tavern	UP	UP	UP	—	—	
Big box retail	—	—	UP	—	—	
Building and landscape materials sales – Indoor	—	P	P	—	P	
Building and landscape materials sales – Outdoor	—	UP	UP	—	P	
Construction and heavy equipment sales and rental	—	—	—	—	UP	
Convenience or liquor store	UP[4]	UP[4]	UP[4]	—	—	17.52.080
Drive-through retail or service	UP[4]	UP[4]	UP[4]	—	—	17.52.090
Drug store	P	P	P	—	—	
Entertainment activites – not associated with night club	P	P	P			
Equipment rental - Indoor	—	P	P	—	P	
Equipment rental - With outdoor storage	—	—	—	—	UP	
Fuel dealer	—	—	—	—	UP	
Furniture, furnishings and appliance store	P	P	P	—	P	
General retail - 5,000 sf or larger [3]	MUP	P	P	—	—	
General retail - Less than 5,000 sf [3]	P	P	P	—	—	
Grocery or specialty food store - 5,000 sf or larger [3]	P	UP	P	—	—	
Grocery or specialty food store - Less than 5,000 sf [3]	P	P	P	—	—	
Medical marijuana dispensaries	—	—	—	—	—	17.52.150
Mobile home, boat, or RV sales	—	—	—	—	UP	
Motorcycle sales, new, with accessory used sales	—	—	—	P	UP	
Night club	UP	UP	UP	—	—	
Outdoor retail sales and activities	P	P	P	—	—	17.52.190
Restaurant, café, coffee shop - Table service [3]	P	P	P	—	P	
Restaurant, café, coffee shop - Counter service [3]	UP	UP	UP	—	—	
Restaurant - Fast food [3]	UP	—	UP	—	—	
Service station	—	UP	UP	—	UP	17.52..250
Speculative retail building	UP	UP	UP	—	—	
Smoke shop	—	—	—	—	UP	
Shopping center	UP	UP	UP	—	—	
Second hand store	—	P	—	—	—	
Winery/wine tasting	MUP	MUP	MUP	—	—	

SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Automatic teller machine (ATM)	P	P	P	P	P	
Bank, financial services	P	P	P	—	—	
Business park	—	—	UP	—	—	
Business support service	P	P	P	—	—	

Remove Footnote #4 from CC column for Drive-through retail or service

Text amendment to the definition of a Restaurant, Fast Food in Chapter 17.98 of the SMC, which would exclude a Coffee Shop from being classified as a fast food restaurant. Amended language is shown with an underline.

Restaurant, Fast Food.

<u>A.</u> A retail business that sells ready-to-consume food products for on or off-premise consumption and whose design or operation includes three or more of the following characteristics:

1. Foods are usually served in paper, plastic or disposable containers;

2. Foods can be served directly to the consumer in a motor vehicle either by a carhop or by other means which eliminate the need for a customer to exit the motor vehicle;

3. The consumption of food within a motor vehicle parked upon the premises or at other facilities on the premises outside the restaurant building is allowed or encouraged;

4. The facilities for on-premises consumption of food are insufficient for the volume of food sold in the restaurant;

5. Table service is not provided; and/or

6. A restaurant that has as its principal business the sale of prepared and/or ready-to-eat food or beverage for consumption on or off the premises, and that is affiliated with three or more other restaurants with a similar name, trademark, trade name, trade style or type of food service, by commonality of ownership, control or contract arrangement, or which is advertised to give the appearance of affiliation.

<u>B.</u> <u>A Coffee shop which serves limited foods to customers that are prepared/heated without the use of an oven or other commercial cooking facility for consumption on or off the premises and is less than 3,000 square feet in area shall be exempt from being classified as a Fast Food restaurant which may meet three or more of the Restaurant Fast Food criteria listed above.</u>

Drive-Through Zoning Text Amendment

SMA-16-03

A. BACKGROUND

Project Title	City of Seaside Zoning Ordinance Amendment for Drive Thru Retail or Service
Lead Agency Contact Person and Phone Number	Rick Medina, Senior Planner City of Seaside Resource Management Services, Planning Division, (831) 899-6825
Date Prepared	September 9, 2016
Study Prepared by	Rick Medina, Senior Planner
Project Location	City of Seaside (refer to Figure 1)
Project Sponsor Name and Address	City of Seaside Resource Management Services, Planning Division 440 Harcourt Avenue Seaside, California 93955
General Plan Designation	Community Commercial
Zoning	Community Commercial (refer to Figure 2)

Setting

The City of Seaside is a coastal community of approximately 35,000 residents on the south side of Monterey Bay. The City is within the County of Monterey and is located approximately 18 miles southwest of the City of Salinas and 3 miles east-northeast of City of Monterey. The proposed text amendment will affect the City's Community Commercial Zoning District (Refer to Figure 1 for Zoning Map).

The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.9817.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition). Tablre 2-4 (Allowed Land Uses and Permit Requirements for Commercial Zones) sets forth the permit requirements applicable to each zoning district where a specific land use is either allowed or not allowed within the City. In accordance with Note #4 listed at the end of Table 2-4, the establishment of a new drive-through retail or service facility which did not exist in the City prior to December 4, 2006 is prohibited from being located on an existing developed or undeveloped parcel. Note #4 was adopted on December 4, 2006 as part of a comprehensive update to the Zoning Code.

A drive thru retail or service use is defined as a facility where food or other products may be purchased, or where services may be obtained by motorists without leaving their vehicles.

Examples of drive-through sales facilities include fast food restaurants, drive-through coffee, dairy product, photo stores, and pharmacies. Examples of drive-through service facilities include drive-through bank teller windows, and dry cleaners, but do not include automated teller machines (ATMs), gas stations, or other vehicle services, which are separately. The text amendment to the definition of Restaurant, fast food, would exclude a coffee shop not exceeding 3,00 square feet in area and not including a full service commercial kitchen from being classified as a fast food land use.

The City's commercial areas are primarily developed with retail, automotive sales/repair and office land uses. The primary physical change associated with the text amendment would be to allow for the development of new drive-through retail or service land uses within the City's Community Commercial Zoning District.

Description of Project

The City of Seaside is proposing the following text amendments to Title 17 (Zoning Code) of the Seaside Municipal Code (SMC) to allow for the establishment of a drive thru retail or service facility in the City's Community Commercial (CC) Zoning District: 1) Amending Chapter 17.14.030.B, Table 2-4, to eliminate Note (4) from the Community Commercial (CC) Zoning District column; and 2) Amending the definition of a Restaurant, fast food in Chapter 17.98 of the SMC, which would exclude a Coffee Shop from being classified as a fast food restaurant. With the text amendment, the City would be able to process new drive through retail or service land uses with a use permit in compliance with the Drive-Through Facilities development standards listed under Section 17.52.090 of the Zoning Code. The proposed text amendments are provided as Exhibit "A".

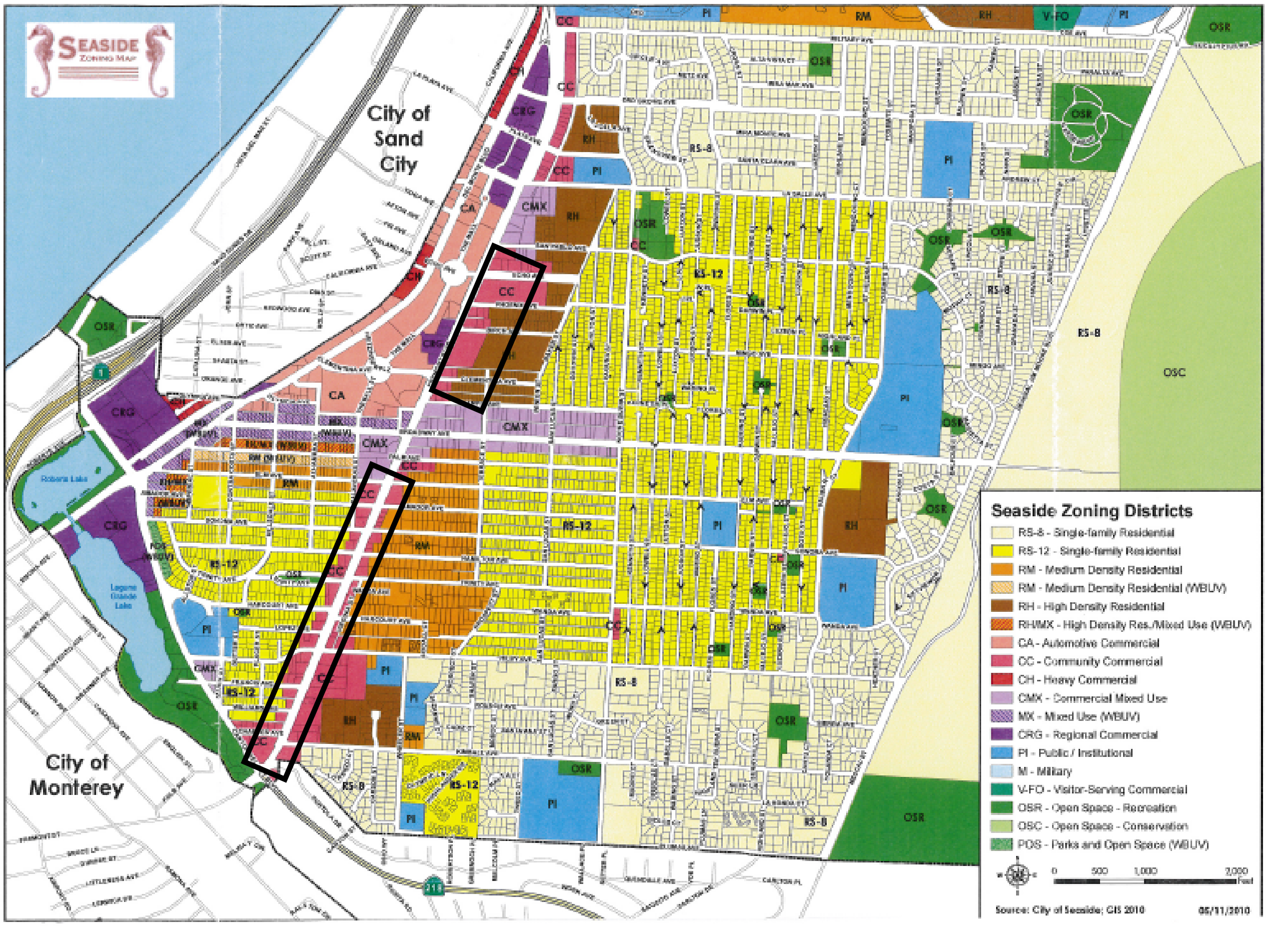
Analysis Methodology

This initial study evaluates only the environmental impacts resulting from the proposed text amendments to Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98, not the impacts associated with actual construction of a new drive-through retail or service facility. Thus, the analysis hinges on environmental impacts resulting from allowing future construction and operation of a Drive-Through Retail or Service within CC zoned areas that are distinct from the environmental impacts resulting from the construction and operation of drive-through retail or service facility on a designated project site which would then assess land use compatibility, noise, vehicle circulation, biotics, and air quality.

Other Public Agencies Whose Approval is Required

None

Figure 1 Seaside Zoning Map



\- General Location of Community Commercial Zoning Districts

B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

❑ Aesthetics	❑ Greenhouse Gas Emissions	❑ Population/Housing
❑ Agriculture and Forestry Resources	❑ Hazards & Hazardous Materials	❑ Public Services
❑ Air Quality	❑ Hydrology/Water Quality	❑ Recreation
❑ Biological Resources	❑ Land Use/Planning	❑ Transportation/Traffic
❑ Cultural Resources	❑ Mineral Resources	❑ Utilities/Service Systems
❑ Geology/Soils	❑ Noise	❑ Mandatory Findings of Significance

C. DETERMINATION

On the basis of this initial evaluation:

❑ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

❑ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

❑ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

❑ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

❑ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (1) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (2) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

✓ I find that the proposed project would not have an environmental effect and is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines 15061 (b)(3).

______________________________ ______________________

Rick Medina, Senior Planner Date

D. Evaluation of Environmental Impacts

Notes

1. A brief explanation is provided for all answers except "No Impact" answers that are adequately supported by the information sources cited in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer is explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers take account of the whole action involved, including off-site as well as on-site, cumulative as well a project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once it has been determined that a particular physical impact may occur, then the checklist answers indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less-Than-Significant Impact with Mitigation Measures Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-Than-Significant Impact." The mitigation measures are described, along with a brief explanation of how they reduce the effect to a less-than-significant level (mitigation measures from section XVII, "Earlier Analyses," may be cross-referenced).

5. Earlier analyses are used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier document or negative declaration. [Section 15063(c)(3)(D)] In this case, a brief discussion would identify the following:

    a. "Earlier Analysis Used" identifies and states where such document is available for review.

b. "Impact Adequately Addressed" identifies which effects from the checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and states whether such effects were addressed by mitigation measures based on the earlier analysis.

c. "Mitigation Measures"—For effects that are "Less-Than-Significant Impact with Mitigation Measures Incorporated," mitigation measures are described which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances, etc.) are incorporated. Each reference to a previously prepared or outside document, where appropriate, includes a reference to the page or pages where the statement is substantiated.

7. "Supporting Information Sources"—A source list is attached, and other sources used or individuals contacted are cited in the discussion.

8. This is the format recommended in the CEQA Guidelines as amended January 2011.

9. The explanation of each issue identifies:

   a. The significance criteria or threshold, if any, used to evaluate each question; and

   b. The mitigation measure identified, if any to reduce the impact to less than significant.

1. AESTHETICS

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Have a substantial adverse effect on a scenic vista? (1, 2, 3)	❑	❑	❑	✓
b. Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway? (1, 2, 3)	❑	❑	❑	✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings? (1, 2, 3)	❑	❑	❑	✓
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? (1, 2, 3)	❑	❑	❑	✓

Comments:

a-d. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within a CC zoning district which did not exist prior to December 4, 2006. Any future development of a Drive-Through Retail or Service facility within the CC zoning district would be subject to compliance with the same CC zone district standards (e.g. setbacks, parking, landscaping), City's design review application process, and Drive-Through Facilities standards currently in place. The zoning code text amendments would not result in the future development of uses that would result in distinct aesthetic impacts from those resulting from uses currently allowed by the zoning code. Therefore, no impacts to scenic vistas, scenic resources within a state scenic highway, degradation of existing visual character, or impacts related to light and glare would occur as a result of the project.

2. AGRICULTURE AND FOREST RESOURCES

In determining whether impacts on agricultural resources are significant environmental effects and in assessing impacts on agriculture and farmland, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use? (2,5)	❑	❑	❑	✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (2,5)	❑	❑	❑	✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (2,5)	❑	❑	❑	✓
d. Result in the loss of forest land or conversion of forest land to non-forest use? (2,5)	❑	❑	❑	✓
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forest land to non-forest use? (2,5)	❑	❑	❑	✓

Comments:

a.-e. The City of Seaside does not contain farmland or forest land. Therefore, the proposed text amendments to Zoning Code Section 17.14.030.B- Table 2-4 and Section 17.98 (Restaurant, fast food definition), would not result in conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, conflict with existing zoning for agricultural use or a Williamson Act contract, conflict with existing zoning for, or cause rezoning of, forest land or timberland, result in the loss of forest land to non-forest use, or involve other changes in the existing environment which could result in conversion of Farmland to nonagricultural use or conversion of forest land to non-forest use.

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Conflict with or obstruct implementation of the applicable air quality plan? (1, 2, 3)	❑	❑	✓	❑
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (1, 2, 3)	❑	❑	✓	❑
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)? (1, 2, 3)	❑	❑	✓	❑
d. Expose sensitive receptors to substantial pollutant concentrations? (1, 2, 3)	❑	❑	✓	❑
e. Create objectionable odors affecting a substantial number of people? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-e. The proposed project would amend the text of Zoning Code Section 17.14.030.B- Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service within the CC zoning district. According to the Monterey Bay Unified Air Pollution Control District 2008 CEQA Air Quality Guidelines, the threshold of significance for emissions associated with traffic trips from Drive-Through Facility that would exceed air quality standards is trips generated from a facility of 15,600 square feet. While a new Drive-Through facility may result in an increase in traffic, the zoning code text amendments would not result in traffic trips that would exceed the 15,600 square-foot threshold. Further, each new Drive-Through Retail or Service facility will be required to obtain a Use Permit prior to operation. During the Use Permit application process the City will consider potential impacts of individual projects prior to approval to ensure that the increase in traffic trips would not rise to a level such that significant impacts would occur related to obstruction of implementation of the applicable air quality plan, violation or contribution to an existing or projected air quality violation, a considerable increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard, or exposure of sensitive receptors to substantial pollutant concentrations.

e. While operation of a Drive-Through retail or service facility is not a use that would produce objectionable odors, future development of a Drive-Through retail or service facility within the CC zoning district could result in exposure of residents to objectionable odors in the CC districts during construction activities such as paving. However, these impacts would not be distinct from those produced by construction of currently permissible uses in these districts. Thus, there would be no impacts from objectionable odors related to the zoning code text amendments.

4. BIOLOGICAL RESOURCES

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service? (1, 2, 3)	❑	❑	❑	✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service? (1, 2, 3)	❑	❑	❑	✓
c. Have a substantial adverse effect on federally protected wetlands, as defined by section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.), through direct removal, filing, hydrological interruption, or other means? (1, 2, 3)	❑	❑	❑	✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (1, 2, 3)	❑	❑	❑	✓
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (1, 2, 3)	❑	❑	❑	✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-d. The proposed project would amend the text of Zoning Code Section 17.14.030.B- Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. The zoning code text amendments would not result in the future development of uses that would result in distinct biological impacts from those resulting from uses currently allowed by the zoning code. Therefore, the zoning code text amendments would not result in a substantial adverse effect on any species identified as a candidate, sensitive, or special status species, riparian habitat or other sensitive natural community, federally protected wetlands, interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

e-f. As discussed above, the project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006 and would not result in unique impacts to any important habitat or wetland areas than currently permissible uses. Therefore, the zoning code text amendments would not result in conflicts with any local policies or ordinances protecting biological resources or conflicts with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

5. CULTURAL RESOURCES

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Cause a substantial adverse change in the significance of a historical resource as defined in section 15064.5? (1, 2, 3)	❑	❑	❑	✓
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to section 15064.5? (1, 2, 3)	❑	❑	❑	✓
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (1 ,2, 3)	❑	❑	❑	✓
d. Disturb any human remains, including those interred outside of formal cemeteries? (1, 2, 3)	❑	❑	❑	✓
e. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-e. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Any future development of a drive-through retail or service facility within the CC zoning district would be subject to compliance with the same municipal code and general plan policies and programs for the protection of cultural resources as currently permissible uses. The zoning code text amendments would not result in future development of uses that would result in distinct impacts to cultural resources from those resulting from uses currently allowed by the zoning code. Therefore, the proposed project would not result in a substantial adverse change in the significance of a historical, archaeological, paleontological, or tribal resource, or result in the disturbance of human remains.

6. GEOLOGY AND SOILS

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
(1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? (1, 2, 3)	❑	❑	❑	✓
(2) Strong seismic ground shaking? (1, 2, 3)	❑	❑	❑	✓
(3) Seismic-related ground failure, including liquefaction? (1, 2, 3)	❑	❑	❑	✓
(4) Landslides? (1, 2, 3)	❑	❑	❑	✓
b. Result in substantial soil erosion or the loss of topsoil? (1, 2, 3)	❑	❑	❑	✓
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse? (1, 2, 3)	❑	❑	❑	✓
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (1, 2, 3)	❑	❑	❑	✓
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-e. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Any future development of a Drive-Through Retail or Service facility within the CC zoning district would be subject to compliance with the same CC zone district standards, City's Drive-Through Facilities guidelines and design review application process as currently allowed uses. The zoning code text amendments would not result in future development of uses that would result in distinct geological impacts from those resulting from uses currently allowed by the zoning code. Therefore, the proposed zoning code text amendments would not result in exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, expansive soils, result in substantial erosions or the loss of topsoil, or have soils inadequate of supporting the use of septic tanks or other wastewater disposal systems.

7. GREENHOUSE GAS EMISSIONS

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (1, 2, 3, 10)	❑	❑	✓	❑
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (1, 2, 3, 10)	❑	❑	✓	❑

Comments:

a.-b. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. According to the Monterey Bay Unified Air Pollution Control District 2008 CEQA Air Quality Guidelines, the threshold of significance for emissions associated with traffic trips from a fast food drive-through facility that would exceed emissions standards is trips generated from a 15,600 square-foot building. While a new drive-through retail or service facility may result in an increase in traffic, the zoning code text amendments would not result in traffic trips that would exceed the threshold of a 15,600 square-foot fast food building. Any future development and operation of Drive-Through Retail or Service facilities within the CC zoning district would be subject to compliance with the same Air District standards as currently allowed uses and will be required to obtain a Use Permit prior to operation. During the Use Permit application process the City will consider potential impacts of individual projects prior to approval to ensure that the project would not generate GHG emissions that would have as significant impact on the environment or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions.

8. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (1, 2, 3)	❑	❑	❑	✓
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (1, 2, 3)	❑	❑	❑	✓
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (1, 2, 3)	❑	❑	❑	✓
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, create a significant hazard to the public or the environment? (1, 2, 3)	❑	❑	❑	✓
e. For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or a public-use airport, result in a safety hazard for people residing or working in the project area? (1, 2, 3)	❑	❑	❑	✓
f. For a project within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area? (1, 2, 3)	❑	❑	❑	✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (1, 2, 3)	❑	❑	❑	✓

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands area adjacent to urbanized areas or where residences are intermixed with wildlands? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-h. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition) to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. The zoning code text amendments would not result in future development of uses that would result in impacts related to hazards distinct from those resulting from uses currently allowed by the zoning code. Therefore, the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, result in the release of hazardous materials into the environment, is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, create a significant hazard to the public or the environment, result in safety hazards for people residing or working within a project area that is within two miles of a public or private airport, physically interfere with an adopted emergency response plan or emergency evacuation plan, or result in expose of people or structures to a significant risk of loss, injury, or death involving wildland fires.

9. HYDROLOGY AND WATER QUALITY

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Violate any water quality standards or waste discharge requirements? (1, 2, 3)	❑	❑	❑	✓
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., would the production rate of preexisting nearby wells drop to a level which would not support existing land uses or planned uses for which permits have been granted? (1, 2, 3)	❑	❑	❑	✓
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in *substantial erosion or siltation on- or off-site?* (1, 2,3)	❑	❑	❑	✓
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface run-off in a manner which would result in *flooding on- or off-site?* (1, 2, 3)	❑	❑	❑	✓
e. Create or contribute run-off water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted run-off? (1, 2, 3)	❑	❑	❑	✓
f. Otherwise substantially degrade water quality? (1, 2, 3)	❑	❑	❑	✓
g. Place housing within a 100-year flood hazard area as mapped on Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (1, 2 3)	❑	❑	❑	✓

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (1, 2, 3)	❑	❑	❑	✓
i. Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam? (1, 2, 3)	❑	❑	❑	✓
j. Be subject to inundation by seiche, tsunami, or mudflow? (1, 2, 3)	❑	❑	❑	✓

Comments:

a. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Any future development of Drive-Through Retail or Service facility within the CC zoning district would be subject to compliance with the same CC zone district standards, City's design review application process, and design guidelines as currently allowed uses. The zoning code text amendments would not result in future development of uses that would result in distinct hydrological impacts from those resulting from uses currently allowed by the zoning code. Therefore, the proposed project would not result in violation of water quality or waste discharge requirements, a substantial depletion of ground water supplies or interfere substantially with groundwater recharge, the substantial alteration of the existing drainage pattern of the site or area including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site or substantially increase the rate or amount of surface run-off in a manner which would result in flooding on- or off-site, result in a contribution of run-off water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted run-off, result in substantial degradation of water quality, be placed within a 100-year flood hazard area, expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam, or be subject to inundation by seiche, tsunami, or mudflow.

10. LAND USE AND PLANNING

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Physically divide an established community? (1, 2, 3)	❑	❑	❑	✓
b. Conflict with any applicable land-use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (1, 2, 3)	❑	❑	❑	❑
c. Conflict with any applicable habitat conservation plan or natural community conservation plan? (1, 2, 3)	❑	❑	❑	✓

Comments:

a. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Tale 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. The development of Drive-Through Retail or Service facilities within a CC zoning district would be a compatible use to incorporate into the community and would not divide established communities.

b. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. These Zoning Code text amendments would be consistent with all other portions of the zoning code and general plan. Any new development of Drive-Through Retail or Service facilities in CC zoned areas would comply with CC zoning district standards and any applicable general plan policies and programs.

c. As previously discussed, the zoning code text amendments would not result in conflicts with any habitat conservation or natural community conservation plans.

11. MINERAL RESOURCES

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Result in loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (2, 9)	❑	❑	❑	✓
b. Result in the loss of availability of a locally important mineral resource recovery site delineated in a local general plan, specific plan, or other land-use plan? (2, 9)	❑	❑	❑	✓

Comments:

a.-b. The proposed text amendments to Zoning Code Section 17.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. The proposed zoning text amendment would not result in the loss of availability of mineral resources as no regionally or locally significant minerals are known to exist within Seaside.

12. NOISE

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or in applicable standards of other agencies? (1, 2, 3)	❑	❑	✓	❑
b. Result in exposure of persons to or generation of excessive ground-borne vibration or ground borne noise levels? (1, 2, 3)	❑	❑	❑	✓
c. Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (1, 2, 3)	❑	❑	✓	❑
d. Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (1, 2, 3)	❑	❑	✓	❑
e. For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public-use airport, expose people residing or working in the project area to excessive noise levels? (1, 2, 3, 7)	❑	❑	❑	✓
f. For a project located within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels? (1, 2, 3, 7)	❑	❑	❑	✓

Comments:

a,c,d. The proposed project would amend the text of Zoning Code Section 17.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. The future operation of Drive-Through Retail or Service facilities within CC zoning districts may result in increased exposure of persons to heightened noise levels and an increase in ambient noise levels in the vicinity above existing levels.

Any future development of Drive-Through Retail or Service facilities within the CC zoning district would be subject to compliance with the same CC zone district standards, zoning standards for Drive-Through Facilities, City's design review application process, and design guidelines as currently allowed uses. Future Drive-Through Facilities would be required to comply with Seaside's Noise Ordinance (Seaside Municipal Code Chapter 19.12), which requires that ambient noise levels remain below established standards.

b. The proposed Zoning Code text amendments would not result in future development of uses that would result in impacts related to exposure of persons to or generation of excessive ground-borne vibration or ground borne noise levels distinct from those resulting from uses currently allowed by the zoning code.

e., f. There are areas zoned CC that are within two miles of the Monterey Peninsula Airport and within the Monterey County Airport Land Use Plan. The proposed project would amend Section 17.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition) to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. However, the zoning text amendments would not result in future development of uses that would result in distinct impacts from those resulting from uses currently allowed by the zoning code. Thus, there would be no impacts associated with airport noise.

13. POPULATION AND HOUSING

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)? (1, 2, 3)	❑	❑	✓	❑
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (1, 2, 3)	❑	❑	✓	❑
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (1, 2, 3)	❑	❑	✓	❑

Comments:

a.-c. The proposed project would amend the text of Zoning Code Section 17.14.030.B- Table 2-4 and Section 17.98 17.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Although allowing Drive-Through Retail or Service facilities in CC zoning district areas may nominally increase the population of these districts from new employees, the zoning code text amendments would not induce significant population growth in the area, either directly or indirectly, or displace substantial numbers of housing or people.

14. PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of or need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Fire protection? (1, 2, 3)	❑	❑	❑	✓
b. Police protection? (1, 2, 3)	❑	❑	❑	✓
c. Schools? (1, 2, 3)	❑	❑	❑	✓
d. Parks? (1, 2, 3)	❑	❑	❑	✓
e. Other public facilities? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-e. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 17.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Although allowing Drive-Through Retail or Service facilities in the CC zoning district areas may nominally increase the population of these districts from new employees these zoning code text amendments would not result an increase in population such that there would be a need for new or physically altered fire, police, school, park, or other public facilities, construction of which would result in environmental impacts.

15. RECREATION

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (1, 2, 3)	❑	❑	❑	✓
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-b. The proposed project would the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 17.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Although allowing Drive-Through Retail or Service facilities in CC zoning district areas may slightly increase the population of these districts due to new employees these zoning code text amendments would not result an increase in population such that there would be a deterioration of existing parks or require the construction of new recreational facilities.

16. TRANSPORTATION/TRAFFIC

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (1, 2, 3, 6)	❑	❑	✓	❑
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (1, 2, 3, 6)	❑	❑	✓	❑
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (1, 2, 3, 8)	❑	❑	❑	✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (1, 2, 3)	❑	❑	✓	❑
e. Result in inadequate emergency access? (1, 2, 3)	❑	❑	❑	✓
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decreased the performance or safety of such facilities? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-b. The proposed project would amend the text of the Zoning Code to allow for Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Although the establishment of new Drive-Through Retail or Service facilities of in CC zoned areas would result in the addition of new daily trips to the local road network, the number of trips generated would not be an exceedance of the expected trip volumes on main roadway segments within CC zoned areas to adversely affect the overall level of service on the City's arterial roadways. Furthermore, each new Drive-Through Retail or Service facility will be required to obtain a Use Permit prior to operation. During the Use Permit application process the City will consider potential traffic impacts of individual projects prior to approval to ensure impacts to circulation would be less than significant. Therefore, the proposed zoning code text amendments would result in less than significant impacts to circulation.

c. The proposed zoning text amendments would not result in a change in air traffic patterns or create a safety risk associated with air traffic.

d. Any future development of Drive-Through Retail or Service facilities within the CC zoning district would be subject to compliance with the Drive-Through Facility zone district standards (Section 17.52.090 of the SMC), City's design review application process, and design guidelines to prevent design related circulation hazards. Impacts associated with design related circulation hazards would be less than significant.

e. Any future development of Drive-Through Retail or Service facilities within the CC zoning district would be subject to compliance with the Drive-Through Facility zone district standards (Section 17.52.090 of the SMC), City's design review application process, and design guidelines to ensure adequate emergency access. Thus, the proposed project would have no related impacts.

f. Any future development of Drive-Through Retail or Service facilities within the CC zoning district would be subject to compliance with the same Drive-Through Facility zone district standards (Section 17.52.090 of the SMC), City's design review application process, and design guidelines as currently permissible for a drive-through facility. The zoning code text amendments would not result in the future development of uses that would result in distinct impacts related to public transit, bicycle, or pedestrian facilities from those resulting from uses currently allowed by the zoning code. Thus, the proposed project would not conflict with adopted policies, plans, or programs regarding public transit or otherwise decreased the performance or safety of such facilities; therefore, there is no impact.

17. UTILITIES AND SERVICE SYSTEMS

Would the project:

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (1, 2, 3)	❑	❑	❑	✓
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (1, 2, 3)	❑	❑	❑	✓
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (1, 2, 3)	❑	❑	❑	✓
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (1, 2, 3)	❑	❑	❑	✓
e. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (1, 2, 3)	❑	❑	❑	✓
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid-waste disposal needs? (1, 2, 3)	❑	❑	❑	✓
g. Comply with federal, state, and local statutes and regulations related to solid waste? (1, 2, 3)	❑	❑	❑	✓

Comments:

a.-g. The proposed project would amend the text of Zoning Code Section 17.14.030.B – Table 2-4 and Section 17.98 17.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. The text amendments would not result in the future development of uses that would result in distinct environmental impacts from those resulting from uses currently allowed by the zoning code. Therefore, no impacts to water, wastewater, or solid waste would occur as a result of the project.

18. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	*Less-than-Significant Impact with Mitigation Measures Incorporated*	*Less-Than-Significant Impact*	*No Impact*
a. Does the project have the potential to degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory? (1, 2, 3, 4, 5, 6, 7, 8)	❑	❑	❑	✓
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects) (1, 2, 3, 4, 5, 6, 7, 8)	❑	❑	❑	✓
c. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? (1, 2, 3, 4, 5, 6, 7, 8)	❑	❑	❑	✓

Comments:

a.-c. The proposed text amendments would amend zoning code Section 17.14.030.B – Table 2-4 and Section 17.9817.14.030.B, Table 2-4 and Section 17.98 (Restaurant, fast food definition), to allow Drive-Through Retail or Service facilities within the CC zoning district which had not been established prior to December 4, 2006. Any future development of Drive-Through Retail or Service facilities within the CC zoning district would be subject to compliance with the same Drive-Through Facility zone district standards (Section 17.52.090 of the SMC), City's design review application process, and design guidelines as currently permissible uses with the same zone district standards. The zoning code text amendments would not result in the future development of uses that would result in distinct impacts from those resulting from uses currently allowed by the zoning code that would rise to a level of significance.

Therefore, the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory. It does not have impacts that are individually limited, but cumulatively considerable and it does not have the potential to result in environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

E. SOURCES

1. City of Seaside. *Seaside Municipal Code*. February 4, 2016. http://www.codepublishing.com/CA/Seaside/

2. Cotton/Bridges/Associates, a Division of P&D Consultants. *City of Seaside General Plan*. August 5, 2004. http://www.ci.seaside.ca.us/269/Seaside-General-Plan

3. City of Seaside Zoning Code – Title 17. December 4, 2006, with adopted amendments through February 20, 2014. http://www.ci.seaside.ca.us/DocumentCenter/View/376

4. City of Seaside. *Zoning District Map.* May 11, 2010 http://www.ci.seaside.ca.us/DocumentCenter/View/375

5. California Department of Conservation. *Monterey County Important Farmland Map.* 2012.

6. Monterey County Planning Department. *Comprehensive Land Use Plan for the Monterey Peninsula Airport.* March 23, 1987. http://www.co.monterey.ca.us/planning/docs/plans/Monterey_Peninsula_Airport_LUP.pdf

7. Cotton/Bridges/Associates, a Division of P&D Consultants. *City of Seaside General Plan Environmental Impact Report*. January 2004.

8. Monterey Bay Unified Air Pollution Control District. *CEQA Air Quality Guidelines.* 2008.

All documents indicated with bold numbers are available for review at the **City of Seaside, 440 Harcourt Avenue, (831) 899-6211** during normal business hours.

All documents listed above are available for review at EMC Planning Group Inc., 301 Lighthouse Avenue, Suite C, Monterey, California 93940, (831) 649-1799 during normal business hours.

Text Amendment to Table 2-4 – Allowed Land Uses amd Permit Requirements to Commercial Zones

TABLE 2-4 – Allowed Land Uses and Permit Requirements for Commercial Zones

P — Permitted Use, Zoning Clearance required MUP — Minor Use Permit required (see Section 17.62.070) UP — Use Permit required (see Section 17.62.070) — — Use not allowed	CMX – Commercial Mixed Use CC – Community Commercial CRG – Regional Commercial CA – Automotive Regional Commercial CH – Heavy Commercial

LAND USE [1]	PERMIT REQUIRED BY ZONE						SPECIFIC USE REGS
		CMX	CC	CRG	CA	CH	
Bar/tavern		UP	UP	UP	—	—	
Big box retail		—	—	UP	—	—	
Building and landscape materials sales – Indoor		—	P	P	—	P	
Building and landscape materials sales – Outdoor		—	UP	UP	—	P	
Construction and heavy equipment sales and rental		—	—	—	—	UP	
Convenience or liquor store		UP[4]	UP[4]	UP[4]	—	—	17.52.080
* Drive-through retail or service		UP[4]	UP[4]	UP[4]	—	—	17.52.090
Drug store		P	P	P	—	—	
Entertainment activites – not associated with night club		P	P	P			
Equipment rental - Indoor		—	P	P	—	P	
Equipment rental - With outdoor storage		—	—	—	—	UP	
Fuel dealer		—	—	—	—	UP	
Furniture, furnishings and appliance store		P	P	P	—	P	
General retail - 5,000 sf or larger [3]		MUP	P	P	—	—	
General retail - Less than 5,000 sf [3]		P	P	P	—	—	
Grocery or specialty food store - 5,000 sf or larger [3]		P	UP	P	—	—	
Grocery or specialty food store - Less than 5,000 sf [3]		P	P	P	—	—	
Medical marijuana dispensaries		—	—	—	—	—	17.52.150
Mobile home, boat, or RV sales		—	—	—	—	UP	
Motorcycle sales, new, with accessory used sales		—	—	—	P	UP	
Night club		UP	UP	UP	—	—	
Outdoor retail sales and activities		P	P	P	—	—	17.52.190
Restaurant, café, coffee shop - Table service [3]		P	P	P	—	P	
Restaurant, café, coffee shop - Counter service [3]		UP	UP	UP	—	—	
Restaurant - Fast food [3]		UP	—	UP	—	—	
Service station		—	UP	UP	—	UP	17.52..250
Speculative retail building		UP	UP	UP	—	—	
Smoke shop		—	—	—	—	UP	
Shopping center		UP	UP	UP	—	—	
Second hand store		—	P	—	—	—	
Winery/wine tasting		MUP	MUP	MUP	—	—	

Remove Footnote #4 from CC column for Drive-through retail or service

SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Automatic teller machine (ATM)		P	P	P	P	P	
Bank, financial services		P	P	P	—	—	
Business park		—	—	UP	—	—	
Business support service		P	P	P	—	—	

Text amendment to the definition of a Restaurant, Fast Food in Chapter 17.98 of the SMC, which would exclude a Coffee Shop from being classified as a fast food restaurant. Amended language is shown with an underline.

Restaurant, Fast Food.

A. A retail business that sells ready-to-consume food products for on or off-premise consumption and whose design or operation includes three or more of the following characteristics:

1. Foods are usually served in paper, plastic or disposable containers;

2. Foods can be served directly to the consumer in a motor vehicle either by a carhop or by other means which eliminate the need for a customer to exit the motor vehicle;

3. The consumption of food within a motor vehicle parked upon the premises or at other facilities on the premises outside the restaurant building is allowed or encouraged;

4. The facilities for on-premises consumption of food are insufficient for the volume of food sold in the restaurant;

5. Table service is not provided; and/or

6. A restaurant that has as its principal business the sale of prepared and/or ready-to-eat food or beverage for consumption on or off the premises, and that is affiliated with three or more other restaurants with a similar name, trademark, trade name, trade style or type of food service, by commonality of ownership, control or contract arrangement, or which is advertised to give the appearance of affiliation.

B. A Coffee shop which serves limited foods to customers that are prepared/heated without the use of an oven or other commercial cooking facility for consumption on or off the premises and is less than 3,000 square feet in area shall be exempt from being classified as a Fast Food restaurant which may meet three or more of the Restaurant Fast Food criteria listed above.

Responsible Agency/Department: Community Development
Funding: General fund, Developer fees
Time Frame: Adopt a streamlined process with the adoption of the updated Zoning Ordinance by the end of 2005

Policy LU-2.2: Use expanded code enforcement and property maintenance programs to improve the appearance of commercial areas.

IMPLEMENTATION PLANS

Implementation Plan LU-2.2.1 Code Enforcement Action Plan. Adopt and implement an Action Plan for comprehensive code enforcement of commercial areas. As part of the expanded program, revoke conditionally approved uses that experience repeated disturbances, crime related calls for service, and other services as identified by Police. (See also UD-2.5.1)

Responsible Agency/Department: Community Development, Code Enforcement
Funding: General fund, fees
Time Frame: Adopt and implement an expanded code enforcement program by the end of 2005

Implementation Plan LU-2.2.2 Alcohol Beverage Control. Work with Alcohol Beverage Control (ABC) to regulate the on-sale and off-sale of packaged alcoholic beverages.

Responsible Agency/Department: Police, Community Development, Code Enforcement, ABC
Funding: General fund, fees/fines
Time Frame: Ongoing

Policy LU-2.3: Discourage commercial development that is already over-represented in the community, such as liquor stores, convenience stores, bars, thrift/discount merchandise stores, beauty and nail salons, fast food restaurants, gas stations, used car sales, car washes, mattress stores, mini-markets, and automotive repair shops.

IMPLEMENTATION PLANS

Implementation Plan LU-2.3.1 Overrepresented Uses. Survey and map locations of over-represented uses.

Responsible Agency/Department: Community Development
Funding: General fund
Time Frame: Complete survey by the end of 2004; update bi-annually

Implementation Plan LU-2.3.2 Designation of Inappropriate Land Uses. Amend the Zoning Ordinance to ensure inappropriate land uses are not represented in the City's zoning districts.

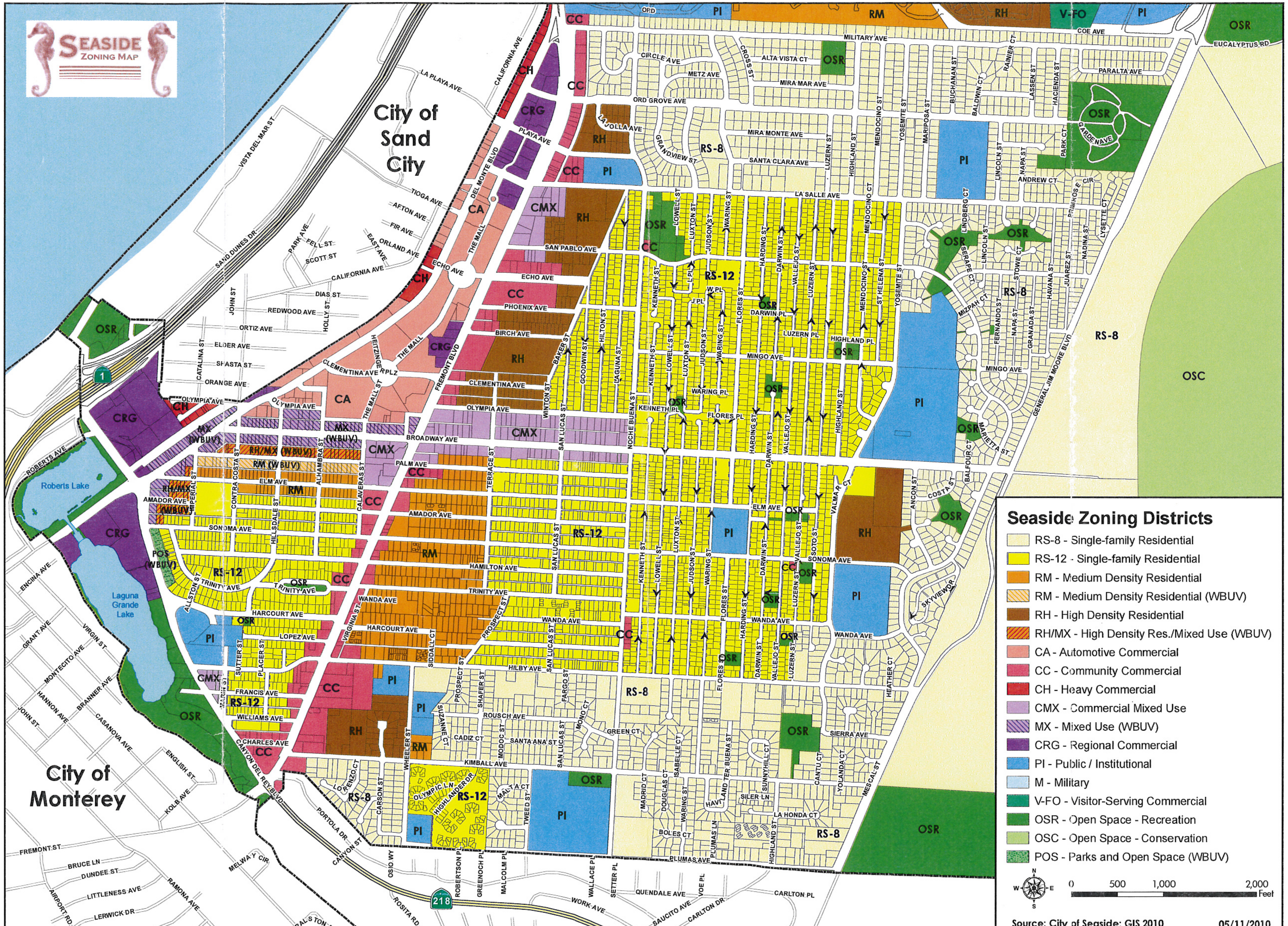
Responsible Agency/Department: Community Development
Funding: General fund, State funds
Time Frame: Adopt and implement an updated Zoning Ordinance by the end of 2005

Policy LU-2.4: During redevelopment and revitalization activities, ensure quality architectural and design themes.

IMPLEMENTATION PLANS

Implementation Plan LU-2.4.1 Design Guidelines. Develop design guidelines that address signage, building facades, lighting, landscaping, and building color. (See also Urban Design Implementation Plan UD-1.1.2)

Responsible Agency/Department: Community Development
Funding: State funds, General fund


SEASIDE
ZONING MAP
City of Sand City
City of Monterey
Roberts Lake
Laguna Grande Lake
Seaside Zoning Districts
RS-8 - Single-family Residential
RS-12 - Single-family Residential
RM - Medium Density Residential
RM - Medium Density Residential (WBUV)
RH - High Density Residential
RH/MX - High Density Res./Mixed Use (WBUV)
CA - Automotive Commercial
CC - Community Commercial
CH - Heavy Commercial
CMX - Commercial Mixed Use
MX - Mixed Use (WBUV)
CRG - Regional Commercial
PI - Public / Institutional
M - Military
V-FO - Visitor-Serving Commercial
OSR - Open Space - Recreation
OSC - Open Space - Conservation
POS - Parks and Open Space (WBUV)
0
500
1,000
2,000
Feet
Source: City of Seaside; GIS 2010
05/11/2010

5. **Alcohol sales.** The sale of beer and wine products on premises is prohibited.

E. **Hours of operation.** The store shall be open to the public for business only between the hours of 6:00 a.m. and midnight, unless otherwise authorized by an existing permit, or by Commission approval, based on a report of the Crime Prevention Officer.

F. **Property maintenance.**

1. The applicant shall at all times maintain the site and abutting public sidewalk areas in a litter-free, weed-free condition at all times;

2. The property shall comply with all applicable provisions of Municipal Code Chapter 8.30 (Property Maintenance Ordinance), including the requirement in Municipal Code Section 8.30.145 that all graffiti shall be removed immediately.

G. **Security.**

1. The lease area for the store shall comply with the applicable provisions of the minimum building security standards ordinance.

2. Each store shall comply with security-related conditions of the Commission based on a report of the Crime Prevention Officer.

3. Notwithstanding the requirements of Chapter 17.40 (Sign Regulations), the portions of windows providing a view of the cash registers shall be maintained free of all signs, banners, product displays, etc., at all times, to provide a clear and unobstructed view of the sales counter from outside the store. Signs in the remaining windows shall not exceed 25 percent of the remaining window area.

17.52.090 - DRIVE-THROUGH FACILITIES

A. **Applicability.** The development and operation of a drive-through facility shall comply with the requirements of this Section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards).

B. **General standards.**

1. **Design objectives.** Drive-through facilities shall only be permitted if the design and operation avoids congestion, excessive pavement, litter, and noise.

2. **Limitation on location.** A drive-through facility shall only be located on a building wall away from a street. A drive-through facility shall be located within the CC zone only if the review authority determines that the facility is accessory to a use that is primarily pedestrian oriented.

C. **On-site circulation.** A drive-through facility shall be provided internal circulation and traffic control as follows.

1. **Aisle design.**

a. The entrance/exit of any drive aisle shall be a minimum of 50 feet from a street intersection (measured at the closest intersecting curbs) and at least 25 feet from the edge of any driveway on an adjoining parcel.

b. Each drive aisle shall be at least 10 feet wide and provide curves with minimum interior radii of 10 feet.

2. **Stacking area.** A clearly identified area shall be provided for vehicles waiting for drive-up or drive-through service that is physically separated from other on-site traffic circulation.

a. The stacking area shall accommodate a minimum of six cars for each drive-through window in addition to the vehicle receiving service.

b. The stacking area shall be located at and before the service window (e.g., pharmacy, teller).

c. Separation of the stacking area from other traffic shall be by concrete curbing or paint striping on at least one side of the lane.

d. No stacking area shall be located adjacent to and/or parallel to a street or other public right-of-way.

3. **Walkways.** No on-site pedestrian walkway may intersect a drive-through aisle.

4. **Exceptions.** The review authority may approve alternatives to the requirements of Subsections C.1 through C.3 where it first finds that the alternate design will, given the characteristics of the site, be equally effective in ensuring on- and off-site pedestrian and vehicular traffic safety and minimizing traffic congestion.

D. **Signs.** Each entrance to, and exit from, a drive-through aisle shall be clearly marked to show the direction of traffic flow by signs and pavement markings or raised curbs. Signage shall also be provided to indicate whether the drive-through facility is open or closed.

17.52.100 - EMERGENCY SHELTERS

A. **Applicability.** Emergency shelters shall comply with the requirements of this Section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards).

B. **Limitations on location.**

1. **Category 1 shelter.** A shelter for families and/or single women with children may be established in the RS-8 and RS-12 zones.

2. **Category 2 shelter.** A shelter for single men and single women may be approved in the RM zone.

3. **Flexibility.** The Commission may allow temporary emergency shelters for the homeless in zones other than those listed in Subsections B.1 and B.2 if the site meets all applicable criteria, and the proposal is deemed an "exceptional project" as determined by the Commission.

C. **Application processing and monitoring.** A Use Permit application for a temporary emergency shelter for the homeless shall be processed in compliance with Section 17.62.070 (Use Permits and Minor Use Permits). A pre-application conference shall be held to:

1. Determine the nature of the proposal;

2. Ensure that it complies with the intent of this Chapter; and

3. Offer specific comments and direction.

D. **Development and operating standards.**

1. A family shelter or shelter for single women with children should be located near public facilities and transportation facilities.

2. Shelters for single persons should be located near transportation facilities.

3. Each shelter shall have an on-site resident manager.